

#### SCHEDULE 1

## 附件1

## 招商信诺精英版全球员工团体医疗保险条款

# CIGNA & CMC Life Insurance Co. Ltd. CIGNA & CMC Global Group Medical Insurance (Elite) Clauses

## 第一条 保险合同的构成

Clause 1 Composition of the Insurance Contract

招商信诺精英版全球员工团体医疗保险合同(以下简称"**本合同**")由**保单**、保险条款、批注、附贴批单、投保单、**保险责任清单**,与**本合同**有关的投保文件、声明、**被保险人**名单、其他书面文件构成。

CIGNA & CMC Global Group Medical Insurance (Elite) Contract (hereinafter referred to as "the Contract") is composed of the insurance policy with the accessory provisions, endorsements, the insurance application form, list of benefits, and the application documents, the declarations, the name lists of insured persons, and other writing agreements related to the Contract.

### 第二条 投保条件

**Clause 2 Application Eligibility** 

- 一、凡属**中华人民共和国**境内法人机构或境外法人驻华机构,年龄在 16 周岁至 80 周岁,由该机构雇佣并且支付薪水,每周至少工作 30 小时身体健康的全职人员(以下简称"**员工**"),均可作为**主被保险人**,由其所在机构作为**投保人**向招商信诺人寿保险有限公司(以下简称"**本**公司")投保本保险。
- I . Any person working for a legal person organization registered in *People's Republic of China* ("*PRC*") or subordinates which is registered in *PRC* while her parent body is an overseas registered legal person organization, with ages between 16 and 80 and a member of staff nominated and sponsored by the employer working the minimum of 30 hours per week and in good health (hereinafter referred to as the "*employee*"), can be qualified as an *main insured person*. The employer can apply for the insurance coverage under *the Contract* of *CIGNA & CMC* Life Insurance Co. Ltd. (hereinafter referred to as the "*the Company*") as the *policyholder*.



- 二、以下身体健康的**主被保险人**家属,经**本公司**同意可作为**附带被保险人由投保人**统一向**本公司**投保本保险(以下**主被保险人**及**附带被保险人**合称"**被保险人**"):
- II. The following *main insured person*'s dependant, who are in good health, can be qualified as an *additional insured person* subject to the agreement of *the company*. The *policyholder* shall apply for coverage for all of them to *the company* (*main insured person* and *additional insured person* collectively referred to as "*insured person*" hereinafter):
- 1. **主被保险人**的未婚子女,投保时年龄不满 25 周岁,且仍在接受全日制教育或与**主被保险 人**居住在同一住所;

Main insured person's unmarried children under the age of 25, either in full-time education or residing at the same residence with main insured person when being enrolled as an additional insured person.

2. 主被保险人 80 周岁以下的配偶。

Main insured person's spouse under the age of 80.

- 三、经**本公司**事先批准,**投保人**亦可为其下属分支机构符合以上投保条件的全职**员工**及其家属投保本保险,但须事先取得**员工**及其家属的书面同意。
- III. Per-approved by the *company*, the full time *employee* of the *policyholder*'s subordinate braches and his/her dependant who are fully complied with the above eligibility coditions can also be quialifed as *insured persons* under the same coverage applied by the *policyholder*, provided that the *employee* and his/her dependant agrees this coverage in written.
- 四、如**投保人**的**员工**或其家属,在第一次被邀请时拒绝参加本保险,但后来决定参加本保险 的,**本公司**可要求该**员工**或家属进行自费医疗检查,并将根据该检查结果决定是否接受其参 保申请。
- IV . If an *employee* or his/her dependant refuses to be an *insured person* under the coverage when it is first offered and later applies to join the *policy*, *the company* is entitled to ask the *employee* or his/her dependant to take a medical examination at their expense. Based on the results of the examination, the *company* will make the determination of accepting the application or not.
- 五、**投保人**需在投保前向**本公司**提供**被保险人**姓名、相关身份信息以及**居住国。被保险人**数量应占**投保人**中符合参保条件成员总数的 75%以上(含 75%),且必须不低于 5 人。参保条件由**本公司**与**投保人**在**保单**中约定。
- V. The *policyholder* shall provide the *company* with the insured person's name, related identity information and the *country of residence* before applying the coverage. The number of the *insured persons* should take more than 75% (including 75%) of the *policyholder's* total qualified members and cannot be less than 5 lives. The qualification of joining the coverage shall be mutually agreed and stipulated in the *policy* by and between the *company* and the *policyholder*.



## 第三条 保障地区

**Clause 3 Area of Coverage** 

## **本公司**提供四类**保障地区**供**投保人**选择,并于**保单**中载明,具体如下:

The company provides the policyholder with the following four types of areas of coverage for selecting. The selected area of coverage shall be stipulated in the policy:

一、**保障地区一 - 全球范围**;或

Area I - worldwide, or

二、保障地区二 - 全球范围,除美国; 或

Area II - worldwide, excluding USA, or

三、保障地区三 - 亚洲包括澳大利亚及新西兰;

Area III - Asia, including Australia and New Zealand

四、保障地区四 - 中国大陆,不含港澳台地区

Area IV- Mainland China, excluding Hong Kong, Macao and Taiwan

凡**被保险人**以美国公民身份投保本保险时,均以地区一为**保障地区**,除非**本公司**收到**投保人** 签署的以放弃美国为**保障地区**的申请表。

As selected by the *policyholder* on the *start date* of the *Contract*. All U.S Nationals will be allocated Area I cover unless the *company* has received the U.S. Waiver Form signed by the *policyholder*.

## 第四条 保障范围

**Clause 4 Scope of Coverage** 

#### 本保险的保障及服务范围包括:

The Contract covers:

- 一、 基本医疗责任。由**医疗人员**推荐的服务或产品产生的费用,应被**本公司的医疗团队**确认 是**治疗**和护理**损伤或疾病**所必需的,费用金额以不超过**保险责任清单**中该保险项目下的保险 金额为限;
- I. Basic medical *benefits*. Costs of services or supplies which are recommended by a *medical practitioner*, and are *medically necessary* for the care and *treatment* of an *injury* or *sickness*, as determined by *the company's medical team*, up to limits shown in the *list of benefits*;



- 二、妊娠及生育责任(一经选择,将显示在**保险责任清单**所列保险范围内)。
- II . Pregnancy and maternity benefits (if selected this will be shown in the list of benefits)
- 三、健康体检责任(一经选择,将显示在**保险责任清单**所列保险范围内)。
- III . Wellness tests (if selected this will be shown in the list of benefits)
- 四、眼科**保险责任**(一经选择,将显示在**保险责任清单**所列保险范围内)。
- IV . Vision benefits (if selected this will be shown in the list of benefits).
- 五、**国际服务**(一经选择,将显示在**保险责任清单**所列保险范围内)。
- V . International services (if selected this will be shown in the *list of benefits*)

## 六、全球健康评估及援助服务

- VI. Global health assessment and employee assistance service
- 1. 基本服务
  Standard Service
- 2. 升级服务(一经选择,将显示在**保险责任清单**所选保险范围内)。 Buy-up service (will be incorporated as additional insurance benefit into the coverage stated in the *list of benefits*)

## 第五条 保险责任

Clause 5 Insurance Benefit

- 一、基本医疗责任。本公司将根据保险责任清单列明的保险责任项目、给付比例、给付限额、疾病观察期、共付比例以及免赔额等约束条件赔偿主被保险人或附带被保险人因进行治疗及使用与治疗有关的服务而支出的合理费用,或按本合同约定提供相关的服务。上述治疗和相关的服务应满足如下条件:
- I. Basic medical *benefits*. The company will refund reasonable costs which are restricted by *items* listed in the insurance benefit, benefit limit, out of pocket limit, waiting period, co-insurance and deductible as stated in the list of benefit for insured persons or their dependants' treatment and for services listed in the contract. This treatment and these services must be:
- 1. 发生在所选**保障地区**范围内;或 happen in the *selected area of coverage*, or
- 2. 离开所选保障地区 30 天内因紧急情况而进行的紧急救治,无论是由于商务还是娱乐的目的,只要主被保险人或附带被保险人离开所选保障地区的原因不是为了接受治疗。

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in respect of emergency conditions where *treatment* commences within a period of 30 days of absence from his/her *selected area of coverage*, whether the absence is for the purposes of business or entertainment, where the *main insured person* or *additional insured person* does not travel to have *treatment*.

- 本条中的"**紧急救治**"指为了防止因疾病、损伤或其他紧急情况导致主被保险人或 附带被保险人的健康严重受损而进行的必要治疗。保障范围仅包括医生、专科医 生或医疗人员实施的门诊医学治疗和紧急事件发生后 24 小时内开始的住院治 疗。
- The term 'Emergency treatment' in this paragraph shall have the following meaning: treatment which is necessary to prevent the immediate and significant effects of illnesses, injuries or conditions which if left untreated could result in a significant deterioration in health. Only medical treatment implemented by a physician, specialist or medical practitioner and hospitalisation that commences within the first 24 hours after the emergency event will be covered.
- 3. 在任一**保险期间**内,**病人**接受一次**治疗**所支付的费用或接受多次**治疗**累计支付的费用所获得的赔偿不得超过接受**治疗**时的**保险责任清单**所约定的限额。对于超出**保险责任清单**约定限额的**治疗**费用,**本公司**不负责赔偿。对于**主被保险人或附带被保险人**已经通过其它保险或其他渠道获得赔偿的,**本公司**仅在**保险责任清单**所约定的限额内支付余额。

In any *period of insurance*, the refund that a *patient* can receive in relation to the cost of one course of *treatment* or to the cumulative cost of more than one course, as appropriate, cannot be more than the limits that were in the *list of benefits* when *treatment* was given. *The company* will not pay for the proportion of any cost of *treatment* that is over the *benefit* limits in the *list of benefits*. In respect of any expenses for which the *main insured person* or *additional insured person* has been or can be reimbursed from any other insurance or source, *the company* reserves the right to recover such expenses from any source.

4. 在任一**保险期间**内,如果**住院病人**是 18 周岁以下的未成年人,其父母或法定监护人在**医院**进行陪护的,**本公司**将赔偿最多一名陪护人员 30 天的陪同住院费用。该**保险责任**将在该未成年人年满 18 周岁生日当日终止。**本公司**赔偿以上费用的条件是:

If the *In-patient* is a child under 18, *the company* will pay for a parent or legal guardian to stay with him/her for up to 30 days in any *period of insurance*. Cover for this particular *benefit* will be terminated as of the child's 18th birthday. *The company* will only pay the cost if:

- 陪护人员是该未成年人的父母或法定监护人;
- it is the parent or legal guardian who stays with the child;
- 未成年人接收的**治疗**属于本保险的**保险责任**范围;及

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- the *treatment* a child receives is covered by *the contract*; and
- 在**医院**的住宿费用是合理的。
- the cost of *hospital* accommodation is reasonable.
- 5. 根据**本合同**第十二条"保险事故的通知",需要取得预授权条件的则需在**治疗**前获得**本公** 司的同意,但因"**紧急救治**"者除外。

If medical *treatment* requires pre-authorization the *patient* must obtain approval from *the company* in accordance with the process stated in Clause 12 (Notice of an Insured Event). Pre-authorization is not required for *Emergency treatment*.

本公司同时赔偿以下辅助治疗费用:

The company will also pay costs for the following complementary treatments:

- (1) 顺势疗法 Homeopathy
- (2) 针灸

Acupuncture

- (3) 脊椎指压**治疗**法
  - Chiropractic treatment
- (4) 整骨疗法 Osteopathy
- (5) 物理**治疗**Physiotherapy

除非**本合同**另有约定,以上**治疗**费用赔付的前提是**医疗人员**(不包括辅助**治疗医疗人员**)推荐进行该**治疗**。在任一**保险期间**内**本公司**赔偿的数额将不超过**保险责任清单**所载的限额。

The payment for the above treatments shall be based on the referral of a *medical practitioner* (excluding the practitioner of complementary *treatment*), unless otherwise agreed by the Contract. In any period of insurance, the payment shall not exceed the limit set forth in the *list of benefits*.

7. 本公司将对经本公司事先批准的器官移植手术发生的或与之有关的必需的医疗费用进行赔偿,包括但不限于抑制免疫反应的药物治疗费用、器官获取费用、器官冷冻费用及捐献者的医疗费用。针对捐献者的医疗费用需扣除其他保险或渠道为此应支付的费用金额。主被保险人或附带被保险人应在发生任何与器官捐赠有关的费用之前与本公司联系



并取得**本公司**的事先批准,未获事先批准将造成理赔款支付延误、部分拒赔甚至全部拒赔;对于经**本公司**审核予以赔付的费用,**被保险人**应自行承担其中的 20%。

The company will pay charges made for or in connection with approved organ transplant services, including immunosuppressive medications, organ procurement costs, organ frozen expenses, and donor's medical costs. Donor's medical costs that could be covered by any other insurance or reimbursed from other source shall be deducted from the amount payable under the Contract. Any costs related to organ donation shall be informed to and approved by the company before occurring to the main insured person or additional insured person. Or else, the payment would be delayed, partially declined and even totally declined; for costs that the company agrees to pay upon claim review, the insured person shall take 20% of it at his/her own expense.

8. **本公司**将支付荷尔蒙补充**治疗**的费用,但是,采取未经证实和尚存疑问的方法或程序的 治疗将不在保障范围内。

*The company* will pay costs of *treatment* for Hormone Complementary Treatment. However, *treatment* involving unproven or questionable methods or procedures will not be covered.

- 二、妊娠及生育责任。指本保险针对**符合条件的女性**提供的有关怀孕或分娩所有方面的保障,包括任何并发症以及新生儿出生至出院前非因**疾病或损伤**引起的合理范围内的护理费用(本项**保险责任**仅在被选择后适用,一经选择,该**保险责任**将在作为**本合同**一部分的**保险责任清单**内进行详细规定,**本公司**将根据**保险责任清单**列明的**保险责任**项目、给付比例、给付限额、**疾病观察期、共付比例**以及**免赔额**等约束条件进行赔付),但不包括:
- II . Pregnancy and Maternity Benefits. Pregnancy and maternity benefits refers to all insurance benefits for any eligible female regarding pregnancy or childbirth, including any complications, and reasonable nursing costs not arising from any illness or injury for new born baby from the birth to the date discharging from hospital (This benefit will only apply if selected. It will be stipulated in the list of benefits which forms part of the contract once it is selected. The company will refund reasonable costs according to the items of insurance benefit, benefit limit, out of pocket limit, waiting period, co-insurance, deductible and any related conditions provided in the list of benefits.) but excluding:
- 1. 自愿终止妊娠的**治疗**,除非由两位**医生**出具书面材料证明怀孕会危及母亲生命或心理稳 定:及

*Illness treatment* by way of the intentional termination of pregnancy unless two *medical* practitioners certify in writing that the pregnancy would endanger the life or mental stability of the mother; and

2. 新生儿接受的保育服务,除非**本合同**另行承保的**治疗**过程中**医疗需要**所要求的;及 *Illness treatment* by way of nursery service for a new born baby, unless due to *medical necessity* during *illness treatment* that is otherwise covered by this *contract* 

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3. 新生儿因**疾病或损伤**引起的护理费用,除非该新生儿已成为**附带被保险人**且该等护理费用 由**本合同**另行承保。

The nursing costs for a new born baby arising from *illness* or *injury*, unless he/she becomes *additional insured person* with the coverage including such nursing costs covered by the *contract*.

- 三、健康体检责任。健康体检指**医疗人员**采取的包含以下各项的检查(本项**保险责任**仅在被选择后适用,一经选择,该**保险责任**将在作为**本合同**一部分的**保险责任清单**内进行详细规定,**本公司**将根据**保险责任清单**列明的**保险责任**项目、给付比例、给付限额、**疾病观察期**、**共付比例**以及**免赔额**等约束条件进行赔付):
- III. Wellness tests benefit- Wellness tests refers to the tests carried out by a medical practitioner consisting of the following (This benefit will only apply if selected. It will be stipulated in the list of benefits which forms part of the contract once it is selected. The company will refund reasonable costs according to the items of insurance benefit, benefit limit, out of pocket limit, waiting period, co-insurance, deductible and any related conditions provided in the list of benefits.):
- 1. 每年的帕帕尼科拉乌检查,通常被称为巴氏涂片(检查)。
  An annual papanicolaou screening, commonly known as a pap smear.
- 每年针对 50 周岁及以上男性被保险人进行的前列腺筛查,通常称为前列腺特异性抗原 (PSA)检查。

An annual prostate screening, commonly known as a prostate specific antigen (PSA) test for male *insured persons* aged 50 or above.

- 3. 为乳癌筛查或诊断目的进行的乳腺 X 线摄影检查(mammogram),且不超过: Mammograms for breast cancer screening or diagnostic purposes not to exceed:
- (1) 35周岁到39周岁无症状女性**被保险人**,每年一次基准乳腺X线摄影检查; One baseline mammogram for asymptomatic female *insured persons* aged 35 to 39;
- (2) 40周岁到49周岁无症状女性**被保险人**,每两年一次,或因**医疗需要**每年多次进行的乳腺X线摄影检查;

A mammogram for asymptomatic female *insured persons* aged 40 to 49, every two years or more, if *medically necessary*;

(3) 50周岁及以上女性**被保险人**,每年一次乳腺X线摄影检查。

A mammogram every year for female insured persons aged 50 or above



4. 在**保险责任清单**限额内的例行成人体检。

Routine adult physical exams to the limits shown in the *list of benefits*.

5. 为预防目的,针对十八周岁及以下儿童家属进行的检查,该检查包括**医疗人员**开展的或在其监督下进行的、达到**正规治疗**标准的以下服务:

Tests for a *dependant* child who is aged 18 or under for charges made for the purpose of preventive care, consisting of the following services delivered or supervised by a *medical* practitioner as orthodox treatment:

(1) 儿童的病史评估;

Medical history assessment of the child

(2) 体检;

Routine well child care

(3) 发育评估:

Development assessment

(4) 必要的免疫和实验测试。

Appropriate immunisations and laboratory tests;

(5) 儿童家属接种疫苗。

Immunisations to dependent children,

四、眼科保障责任。眼科保障指与**被保险人**视力有关的以下程序或**治疗**(本项**保险责任**仅在被选择后适用,一经选择,该**保险责任**将在作为**本合同**一部分的**保险责任清单**内进行详细规定,**本公司**将根据**保险责任清单**列明的**保险责任**项目、给付比例、给付限额、**疾病观察期、共付比例**以及**免赔额**等约束条件进行赔付):

IV . Vision benefits - procedures and treatment relating to the vision of the insured person consisting of the following: (This benefit will only apply if selected. It will be stipulated in the list of benefits which forms part of the contract once it is selected. The company will refund reasonable costs according to the items of insurance benefit, benefit limit, out of pocket limit, waiting period, co-insurance, deductible and any related conditions provided in the list of benefits.)

- 1. 由验光师或眼科**医生**进行的眼科检查; An eye examination by an optometrist or ophthalmologist
- 2. 提供矫正视力的镜片;



The provision of lenses to correct vision

3. 提供眼镜框架。

The provision of eyeglass frames

本项保险责任不包含以下任何费用:

But excluding the following expenses:

(1) 一个保险期间内进行超过一次眼科检查所支付的费用;

Payment for more than one eye examination in any one period of insurance

(2) 太阳镜,除非是由医疗处方开具的;

Sunglasses, unless medically prescribed

(3) 非因医疗必需且非由验光师或眼科**医生**建议使用的眼镜,或此类眼镜的框架。

Lenses which are not a *medical necessity* and are not prescribed by an optometrist or ophthalmologist or frames for such lenses.

五、**国际服务**。指由**本合同下医疗援助服务提供机构**提供的**国际服务**(本项**保险责任**仅在被选择后适用,一经选择,该**保险责任**将在作为**本合同**一部分的**保险责任清单**内进行详细规定,**本公司**将根据**保险责任清单**列明的**保险责任**项目、给付比例、给付限额、疾病观察期、共付比例以及免赔额等约束条件进行赔付):

V. International services - The international services are provided by the *medical assistance* provider under the Contract. (This benefit will only apply if selected. It will be stipulated in the list of benefits which forms part of the contract once it is selected. The company will refund reasonable costs according to the items of insurance benefit, benefit limit, out of pocket limit, waiting period, co-insurance, deductible and any related conditions provided in the list of benefits.):

1. **保险责任**及范围确认服务;

Confirmation service of insurance benefit and scope

在**中国**正常营业时间之外,**被保险人**可拨打**本公司**国际热线服务电话获得有关本保险下 提供的**保险责任**的解释,以及所需**治疗**是否为本保险所承保。

Outside the *PRC* business hours, *insured persons* and their *dependants* may call the International Helpline of *the company* for an explanation of the *insurance benefit and* benefit provided by *the contract*.

2. 旅行信息服务:

Travel information service

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**被保险人**可在出行之前拨打**本公司**国际热线服务电话就与其拟定旅行相关的医疗事务获得信息。

*Insured persons* may contact the International Helpline of *the company* to get advice on medical issues relevant to their intended travel, before leaving.

## 3. 海外合格医疗专家推荐服务;

Referral to competent medical specialists abroad

**被保险人**可以拨打**本公司**国际热线服务电话了解其所在或将要居住或前往旅行的国家的合适的**医疗人员**的具体情况。

*Insured persons* may contact the International Helpline of *the company* to get details of a suitable *medical practitioner* in the country in which they are or will be residing or in the country to which they will be travelling, if neither of the countries is their *country of domicile*.

## 4. 远程医疗咨询服务;

Long distance medical advice

如**被保险人**无法在当地获得**医疗人员**的建议,可拨打**本公司**国际热线服务电话以获得**医疗人员**的医疗建议。

*Insured persons* may contact the International Helpline of *the company* to get medical advice from a *medical practitioner* if they are unable to get advice from a *medical practitioner* locally.

#### 5. 紧急运送:

**Emergency evacuation** 

(1) 紧急医疗运送需经本公司的医疗团队事先授权。如在运送发生之前不可能获得事先授权的,应在事后及时获得授权。本公司将仅就那些在发生前不可能合理获得事先授权的情况下发生的紧急医疗运送进行事后授权。医疗运送应被本公司的医疗团队认定为是为防止疾病、损伤或其他不治疗即可致健康严重受损而在医疗上所需要的,且治疗无法在当地获得。医疗援助服务提供机构委任的医疗人员在与当地主治的医疗人员讨论且衡量了所有的医疗因素和考虑之后,将就进行运输的医疗需求、运输方式和/或时间、使用的医疗设备和参与的医疗人员,及最终目的地等方面做出决定。医疗援助服务提供机构将在适当的医疗监控下将病人安排运送到最近的可以提供必要治疗的医院。

Emergency medical evacuations must be pre-authorized by *the company's medical team*. Where it is not possible for pre-authorization to be sought before the evacuation takes place, this must be sought as soon as possible thereafter. *The company* will only authorize medical evacuations after the evacuation has occurred where it was not reasonably possible for authorization to be

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sought before the evacuation took place. Medical evacuations must be determined by the company's medical team to be medically necessary to prevent the immediate and significant effects of illness, injury or conditions which if left untreated could result in a significant deterioration of health, in the event that the treatment is not available at local. The medical practitioner appointed by the medical assistance provider will make decisions regarding medical needs for transportation, the means and/or timing of transportation, the medical equipment to be used and the medical practitioner to be involved, etc., based on the discussion with local attending medical practitioner and all the medical factors and considerations. The medical assistance provider will arrange for the transport of the patient to the nearest hospital offering the necessary treatment, under proper medical supervision.

## 本**保险责任**赔付的紧急运送不得超过**保险责任清单**中所列明的紧急运送地域范围。

The emergency evacuation covered under this *insurance benefit* shall not be taken out of the geographic area provided in the *list of benefits*.

- (2) 本公司同时将对任何因医疗需要必须陪同病人的人员从紧急运送出发地至紧急运送目的地的合理交通费进行赔偿,赔偿额度最高不超过经济级的标准,陪同人员仅限一名。 Benefit will also be payable for the reasonable cost (economy class) of travel from the start of the emergency evacuation to the end of the emergency evacuation for any individual who, because of medical necessity, has to accompany the patient. The number of accompanying person shall be limited to one.
- (3) 在接受适当的治疗之后,本公司将对病人和其陪同人员的从紧急运送目的地返回紧急运送 出发地的交通费进行赔偿,赔偿额度最高不超过经济级的标准,陪同人员仅限一名。 In addition, benefit will be payable for travel for the return journey from destination of emergency evacuation to where it starts (economy class) for the patient and the person accompanying the patient after receipt of appropriate treatment. The number of accompanying person shall be limited to one.
- 6. 医疗运返

Medical repatriation

(1) 医疗运返需经本公司的医疗团队事先授权。如在运返发生之前不可能获得事先授权的, 应在事后及时获得授权。本公司将仅就那些在发生前不可能获得合理事先授权的情况下 发生的医疗运返进行事后授权。医疗运返应被本公司的医疗团队认定为是为防止疾病、 损伤或其他不治疗即可致健康严重受损情形立即产生重大影响而在医疗上所需要的,且 治疗无法在当地获得,同时因医疗原因需将病人送回住所国的。医疗援助服务提供机构 委任的医疗人员在与当地主治的医疗人员讨论且衡量了所有的医疗因素和考虑之后,将 就进行运输的医疗需求、运输方式和/或时间、使用的医疗设备和参与的医疗人员等方面



# 做出决定。**医疗援助服务提供机构**将在适当的医疗监控下在合理可行的时间内尽快安排 运送**病人**。

Medical repatriations must be pre-authorized by the company's medical team. Where it is not possible for pre-authorization to be sought before the repatriation takes place, this must be sought as soon as possible thereafter. The company will only authorize medical repatriation after the repatriation has occurred where it was not reasonably possible for authorization to be sought before the repatriation took place. Medical repatriation must be determined by the company's medical team to be medically necessary to prevent the immediate and significant effects of illness, injury or conditions which if left untreated could result in a significant deterioration of health, in the event that the treatment is not available at local, and it is necessary for medical reasons to repatriate the patient to his/her country of domicile. The medical practitioner appointed by the medical assistance provider will make decisions regarding medical needs for transportation, the means and/or timing of transportation, the medical equipment to be used and the medical practitioner to be involved, etc., based on the discussion with local attending medical practitioner and all the medical factors and considerations. The medical assistance provider will arrange for the transport under proper medical supervision as soon as reasonably practicable.

(2) 在病人被紧急运送到最近的**医院**并开始**治疗**后,经**医疗援助服务提供机构**指定的**医疗人员** 员与当地主治的**医疗人员**讨论后认为病人适宜被运返的,本公司保留要求将病人运回病人住所国的医院的权利。

In addition, the company reserves the right, after treatment has commenced following emergency evacuation to the nearest hospital, to request the repatriation of the patient to a hospital in the patient's country of domicile, when a medical practitioner named by the medical assistance provider, after speaking with a local attending medical practitioner, decides that the patient is fit to undertake the journey.

- (3) 本公司同时将对任何因**医疗需要**必须陪同**病人**的个人从医疗运返出发地至**病人住所国**所发生的合理交通费进行赔偿,赔偿额度最高不超过经济级的标准,陪同人员仅限一名。

  Benefit will also be payable for the reasonable cost (economy class) of travel from the start of medical repatriation to the end of medical repatriation for any individual who, because of medical necessity, has to accompany the patient. The number of accompanying person shall be limited to one.
- (4) 在接受适当的**治疗**之后,**本公司**将对**病人**和其陪同人员从**病人住所国**返回医疗运返出发地 的交通费进行赔偿,赔偿额度最高不超过经济级的标准,陪同人员仅限一名。

In addition, benefit will be payable for return travel cost from the patient's country of domicile to the start of medical repatriation (economy class) for the patient and the person accompanying the patient following receipt of appropriate treatment. The number of accompanying person shall be limited to one.



## 7. 遗体运返;

Repatriation of mortal remains

如**主被保险人**或**附带被保险人**在其**住所国**之外身故,**医疗援助服务提供机构**将在合理可行时间内尽快安排将死者遗体运返其**住所国**。

If the *main insured person* or *additional insured person* dies outside their *country of domicile*, the *medical assistance provider* will arrange as soon as reasonably practicable for the return of the bodily remains to the *country of domicile* of the deceased.

对于有关丧葬的所有费用,包括但不限于遗体火化、骨灰盒寄存等,**本合同**不承担**保险 责任**。

The contract shall not take insurance liability for any expenses or costs relating to funeral, which includes but not limited to cremation costs, cinerary casket expenses, etc.

## 8. 第三方交通费用;

Transport costs for third parties

在**主被保险人**或附带被保险人根据以上第 5 项和第 6 项被紧急运送或医疗运返之后,如果其未满 18 周岁的子女没有父母或年龄超过 18 周岁的成年亲属的陪伴,**医疗援助服务提供机构**将在合理可行时间内尽快安排该**子女**返回其**住所国**,前提是该名子女为**本合同** 承保的**附带被保险人**。经**医疗援助服务提供机构**决定,合格的陪同人员(由**医疗援助服务提供机构**确认)将与该名作为**附带被保险人**的子女同行。

If a *insured person*'s child is left alone without accompany of a parent or adult relative over the age of 18 after the *main insured person* or *additional insured person* is evacuated or repatriated according to the above item 5 and 6, the *medical assistance provider* will arrange as soon as reasonably practicable for the child to return to his/her *country of domicile* provided that he/she is the *additional insured person* under *the contract*. Agreed by *medical assistance provider in advance*, qualified attendants (confirmed by the *medical assistance provider*) will travel with the insured child.

六、全球健康评估及援助服务,指由**本公司**认可并委托的第三方服务机构提供的以下服务。

VI. Global health assessment and employee assistance service, refers to the following services provided by the third party confirmed and appointed by the *company*:

#### 1. 基本服务

Standard Service

### (1) 在线健康状况评估;

Online health assessment;

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- (2) 全球员工援助服务:每周 7 天 24 小时可直接拨打电话,即刻获得保密的有关行为问题方面的援助服务。服务包括电话介绍到当地资源,以获取紧急问题解决建议、危机干预以及咨询服务。必要时介绍专业人员提供 5 次当面咨询的服务。
  - International employee assistance service: The service could be obtained via telephone call 24 hours a day and 7 days a week, providing confidential assistance regarding relevant issue, including local resources referral for emergency issue advice, crisis intervention and counselling services. Face to face counselling by specialist will be provided for 5 times at most as long as it is necessary.
- (3) 其他健康援助咨询服务:包括由**本公司**认可的有关医疗机构根据**被保险人**提交的信息和资料所提供的第二诊疗意见咨询服务。

Other health assistance information service: including a second medical counselling service provided by medical institutions accepted by us according to the information and materials submitted by the *insured person or dependant*.

2. 升级服务(本项**保险责任**仅在被选择后适用,一经选择,该**保险责任**将在作为**本合同** 一部分的**保险责任清单**内进行详细规定。)

Buy-up service (This *benefit* will only apply if selected. It will be stipulated in the *list of benefits* which forms part of the *contract* once it is selected.)

(1) 在线健康资料库;

Online health database;

(2) 特定健康风险评估:例如针对抑郁、营养、身体活动以及睡眠等方面问题等的评估服务;

Health risk assessment: Provide assessment on particular issues relating to depression, nutrition, body activity and sleep, etc.

(3) 在线健康状况改善计划:针对抑郁、营养、身体活动以及睡眠等方面问题等的在 线健康状况改善计划;

Online health improvement program: Provide online health improvement program regarding particular issues relating to depression, nutrition, body activity and sleep, etc.

(4) 工作、生活支持服务:为客户提供有关抚养子女、照料老人、法律及金融方面的信息。

Work, life supporting service: Provide information relating to child care, elder care, legal and finance issues.

## 第六条 责任免除

**Clause 6 Exclusions** 

## **本公司**将不为以下**治疗**及额外事项承担**保险责任**:



*The company* will not pay *benefit* for the following *treatment* and extras:

- 一、 **本公司**核保后确定的**既往疾病治疗,**除非:
- I. *Treatment* of a *pre-existing illness* except where:
- 1. **该病人**曾至少连续六个月作为本保险下的**主被保险人**或**附带被保险人**,且在此期间未曾接受任何关于该**既往疾病**的医疗建议或**治疗**,或

The patient has been a main insured person or additional insured person under this insurance policy for a continuous period of at least 6 months, and has never received any medical advice or treatment regarding such pre-existing illness during the period, or

2. 该**病人**曾至少连续十二个月作为本保险下的**主被保险人**或**附带被保险人**,或

The patient has been an main insured person or additional insured person under this insurance policy for a continuous period of at least 12 months, or

3. **本公司**核保后同意并另行约定对**既往疾病治疗**承担**保险责任**的。

The company has decided, after underwriting, to assume the insurer's liability for treatment of pre-existing illnesses.

- 二、 因**主被保险人**或**附带被保险人**故意自杀或自残造成的**损伤或治疗**,或以任何方式与以上原因相关的**治疗**。
- II. Treatment that arises from or is in any way connected with attempted suicide or any injury or illness that the main insured person or additional insured person inflicts upon himself.
- 三、 职业治疗,包括但不限于:
- III. Occupational Therapy, including but not limited to:
- 针对非疾病或损伤引起的口吃或其他非自主行为症状采取的感觉综合治疗、集体治疗、 诵读困难症的治疗、行为矫正或肌肉功能治疗;

Sensory integration therapy, group therapy, *treatment* of dyslexia, behavior modification or myofunctional therapy for dysfluency, for stuttering or other involuntarily acted conditions not arising from any *illness* or *injury*;

2. <u>针对非**疾病**或**损伤**引起的发音功能紊乱而采取的**治疗**,例如矫正舌头推力、口齿不清、</u> 言语失用症或吞咽功能障碍等;

<u>Treatment</u> for functional articulation disorder not arising from any *illness* or *injury*, such as correction of tongue thrust, lisp, verbal apraxia or swallowing dysfunction;

3. 具有监护性的、教育性的或为了发育目的而采取的**治疗**;

*Treatments* for custodial, educational or developmental in nature related purposes;

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- 4. 为避免复发而采取的维持或预防性措施,包括长期常规护理或非**医疗需要**的护理;
  - <u>Maintenance or preventive treatment consisting of routine long-term or non-medically necessary care provided to prevent recurrences;</u>
- 5. 为了获得**损伤或疾病**发生前不具有的功能而采取的**治疗**。
  - <u>Treatment</u> designed to acquire levels of function that had not been previously achieved prior to the *injury* or *illness*.
- 四、 非**意外伤害**导致的牙科或矫正**治疗,**除非该**保险责任**在**保险责任清单**里明确规定。
- IV. Dental or orthodontic *treatment* which is not caused by *accidents* unless *benefit* is specifically provided in the *list of benefits*.
- 五、 作为对**门诊病人**的私人处方或敷料,除非已选**门诊病人保险责任清单**且该清单承担上 述**保险责任**。
- V. Private prescriptions or dressings for use as an *out-patient* unless the *out-patient list of benefits* has been chosen and *benefit* is covered under that list.
- 六、 在自然**治疗**诊所、健康 spa 及疗养院进行的**治疗。**
- VI. Treatment in nature cure clinics, health spas and nursing homes.
- 七、 <u>部分或全部由于住所原因而被安排居住在**医院**所支出的费用,或因非必要**治疗**而住在**医院**导致的费用,或**医院**已实质性成为住所或永久性住处而支出的费用。</u>
- VII. Charges for residential stays in a *hospital* which is arranged wholly or partly for residence reasons or for *treatment* which is not necessary, or costs for stays in a hospital which has virtually become the place of domicile or permanent residence.
- 八、 任何与妊娠或生育有关的**治疗**,除非选择了妊娠或生育保障,并列示于**保险责任清 单**。
- VIII. All aspects of pregnancy or childbirth unless maternity *benefit* is selected and shown in *list of benefits*.
- 九、 <u>因不孕不育所需或与不孕不育有关的**治疗**,包括该**治疗**产生的并发症的**治疗**,但是诊断不孕不育原因的费用除外。</u>
- IX. *Treatment* needed because of or relating to infertility, including complications arising out of such *treatment*, with the exception of the investigation of infertility to the point of diagnosis.
- 十、 <u>自愿终止怀孕的**治疗**,除非两个**医疗人员**书面证明怀孕将危及母亲的生命或精神稳</u> 定。
- X. *Treatment* by way of the intentional termination of pregnancy, unless two *medical practitioners* certify in writing that the pregnancy were to endanger the life or mental stability of the mother.



- 十一、 符合条件的女性分娩后在医院发生的所有护工费用。
- XI. Treatment by way of nursery care for an eligible female in a hospital following childbirth.
- 十二、 改变眼睛屈光度的**治疗**,包括屈光状角膜切开术(RK)和屈光性角膜切削术 (PRK)。
- XII. Treatment to change the refraction of one or both eyes, including refractive keratotomy (RK) and photorefractive keratectomy (PRK), unless the company agrees in writing.
- 十三、 <u>由于从事或参加战争(不论是否宣战)、入侵、恐怖活动、叛乱、内战、暴动、军事、戒严、防暴的行为,**被保险人**进行军队、海上或空中服务操作时直接或间接造成或引致的伤残。</u>
- XIII. *Injury* or disability directly or indirectly caused or contributed to whilst engaging in or taking part in war, invasion, act of terrorist activities, rebellion (whether war be declared or not), civil war, commotion, military or usurped power, martial law, riot or the act of any lawfully constituted authority, or while the *insured person* or *dependants* are carrying out army, naval or air services operations.
- 十四、 在所选**保障地区**以外进行的**治疗**,但根据**本合同**采取的"紧急救治"除外。
- XIV. Treatment outside the selected area of coverage, except if the treatment is taken as emergency treatment as set forth in the contract.
- 十五、 <u>在紧急运送、医疗运返未获得**本公司**事先授权或事后授权的情况下,因紧急运送、医</u>疗运返产生的**国际服务**费用及第三方运输费。
- XV. *International services* expenses for emergency evacuation, medical repatriation and transportation costs for third parties without the *company's* authorization in advance or afterwards.
- 十六、 <u>指任何往返于陆地及海上离岸设施之间的费用,无论该等费用是否属于**医疗需要**。海上离岸设施包括但不限于海上钻井平台、船只等人工离岸设施,不包括自然形成的岛屿、岛</u> 礁等。
- XVI. Any expense arising from the travel between land and an off-shore facility at sea, regardless if it is out of *medical necessity*. An off-shore facility at sea refers to an off-shore artificial facility including but not limited to oil rig, ship, vessel, etc. A naturally formed island or reef shall not be included.
- 十七、 变性**手术**或为该**手术**进行的任何术前准备或术后康复所需**治疗**,如心理辅导,包括该 **治疗**引起的并发症所需的**治疗**。
- XVII. Sex change operations or any *treatment* needed to prepare for or recover from these operations (for example, psychological counselling) including complications arising out of such *treatment*.



十八、 <u>由于以下原因造成**损伤、疾病**或伤残而引起的**治疗**,或以任何方式与由以下原因所造</u>成的**损伤、疾病**或伤残相关的**治疗**:

XVIII. *Treatment* that arises from or is any way connected with *injury*, *illness* or disablement as a result of:

- 1. 参加专业水准的体育活动;或 Taking part in a sporting activity on a professional basis; or
- 2. 单独配戴水肺潜水或配戴水肺进行 30 米以下潜水的,除非潜水人是国际专业潜水教练协会(PADI)在此深度的合格潜水员(或同等资质)。

Solo scuba-diving or scuba diving at depths below 30 metres unless the diver is PADI qualified (or equivalent) for that depth.

十九、 <u>未达到**正规治疗**水平或不符合普遍接受的、习惯的或传统的医疗操作的任何形式的实</u>验性**治疗**(或程序)。

XIX. Any form of experimental *treatment* (or procedure) that does not amount to *orthodox treatment* or does not adhere to the commonly accepted, customary or traditional practice of medicine.

## 二十、 与以下相关的费用:

XX. Expenses relating to:

1. <u>因节育需要或与之相关的任何**治疗**,包括但不限于任何形式的绝育或避孕,包括输精管</u> 结扎术;

Treatment needed for or related to birth control, including but not limited to any form of sterilisation or contraception including vasectomy;

2. 任何形式的整形、美容或重塑**手术**或治疗,包括为心理原因进行的上述**手术**或治疗,除 非病人因已由本保险承保的其他**手术**或因其发生意外事故直接造成该等**手术**或治疗成为 **医疗需要**;

Any form of plastic, cosmetic or reconstructive surgery or *treatment*, even for psychological reasons, unless it is of *medical necessity* as a direct result of the *patient* having an *accident* or because of other surgery, which itself would have been covered under *the Contract*;

3. <u>不属于**本公司**定义为**外科器具和/或医疗器械**的设备(包括眼镜,除非已选**眼科保险责 任**;以及助听器);</u>

Appliances (including spectacles unless the vision benefit has been selected and hearing aids) which do not fall within the company's definition of surgical appliance and/or medical appliance;



- 4. 听力检查,除了为 15 周岁以下的**附带被保险人**每年进行的一次听力检查;
  - <u>Hearing tests</u>, except for one hearing test per annum for a *dependant* child under the age of 15 years;
- 5. <u>附带费用,包括但不限于为买报纸、打出租车、打电话、请客人用餐和住酒店等非**医疗**</u> 需要的费用;

<u>Incidental costs not out of medical necessity including newspapers, taxi fares, telephone calls, guests' meals and hotel accommodation, etc;</u>

6. <u>例行检查或测试,包括健康透视和医疗检查。(如果选择了该保险项目选项,保险**责任**</u> **清单**将对此进行详细规定,且健康体检责任将被包含在内);

Routine examinations or tests including health screens and medical examinations (if *Wellness Benefit* has been selected, this will be detailed in *the list of benefits*, and coverage for *Wellness tests* will be included);

- 7. 视力检查,除了为 15 周岁以下的**附带被保险人**每年进行的一次视力检查;
  - Eye tests except for eye test once per year for additional insured person under the age of 15 years;
- 8. 填写索赔表的成本或费用,或其他行政费用;

Costs or fees for filling in a claim form or other administration charges.

9. <u>已由或可由其他保险公司、其他人、组织或公共方案支付的费用。如果**主被保险人**或者</u> **附带被保险人**已获得其他保险赔付,**本公司**仅承担剩余部分的保障。如果其他保险公司、其他人、组织或公共方案负责赔偿**治疗**费用,**本公司**可以要求退回任何已赔付的费用。

Costs that have been paid by another insurance company, person, organisation or public programme. If the *main insured person* or *additional insured person* is covered by other insurance, the *Company* will only pay its part of the *benefit*. If another insurance company, person, organisation or public programme is responsible for paying the costs of *treatment*, the *company* is entitled to claw back any of these costs that has been paid.

## 二十一、 医疗事故

XXI . Medical malpractice.

本合同对**医疗事故**直接导致的**损伤或疾病的治疗**不承担**保险责任**,但因**医疗事故**引起的并发症及后遗症的**治疗**费用不属于**本合同**责任免除范围。

## 请扫描以查询验证条款 招商信诺[2013]医疗保险 016 号



The *treatment* for *injury* or *illness* directly caused by *medical malpractice* shall be excluded from the coverage of *the contract*. Expenses relating to *treatment* for complication and sequela resulted from *medical malpractice* shall not be excluded from the coverage of this *policy*.

二十二、 工伤

XXII. Work related injuries

除非**保单**另有约定,**本合同**对因工伤引起的任何治疗费用不承担**保险责任**。工伤的认定应以中华人民共和国相关法律法规规定的工伤认定机构或其他具有同等资质的机构出具的认定结论为准。

Unless otherwise agreed in *policy*, the *treatment* for work related injuries shall be excluded from the coverage of *the contract*. Work related injuries shall be identified in accordance with the identification report issued by identification institution authorized by relevant laws and regulations of the People's Republic of China or any institution with equal qualification.

## 第七条 保险期间

**Clause 7 Insurance Period** 

**本合同自本公司**同意承保、收取首期保险费并签发**保单**的次日零时开始生效,保险期间为一年,自**本合同**生效时起至约定的保险期间届满日二十四时止。

The contract starts to take effect from the start of next day immediately after the day when the company agrees to underwrite the contract, receives the initial premium and signs and issues the policy. The length of insurance period is one year starting from the day when the policy starts to take effect and expiring by the end of termination date of the insurance period as agreed by the parties in the contract.

### 第八条 保险计划和保险费

**Clause 8 Insurance Plans and Premium** 

- 一、**投保人**在投保时应与**本公司**协商确定**本合同**第三条所列的所选**保障地区**之一及**本合同**第四条所列的保障范围,并在**保单**上载明。除**本合同**另有规定外,保险计划一经确定,中途不得变更。
- I. The *policyholder* shall consult with *the company* and decide upon one of the *selected areas of coverage* listed in clause 3 and the scope of coverage provided in clause 4 when applying for the insurance coverage, and clearly indicate the choice in the insurance *policy*. Unless otherwise provided, once confirmed, the insurance plan shall not be changed.
- **二、本合同**的交费方式由**投保人与本公司在保单**中载明。**投保人**应按照约定,定期缴纳约定 交费方式下的当期保险费。



- II. The frequency of payment for premium of *the contract* is agreed and provided in the *policy*. *Policyholder* shall pay the premium due based on such stipulation.
- 三、本公司保留决定本合同是否予以续保的权利,并有权调整保险费收费标准。
- III. The company is entitled to decline the renewal of the contract and to adjust the insurance premium rates.

## 第九条 未交纳保险费的处理

**Clause 9 Failure of Premium Payment** 

无论**投保人**与本公司约定的保险费交费方式是一次性交费还是分期交费,**投保人**未能在本 合同生效日期前足额支付全部保险费或首期保险费的,或**投保人**足额支付首期保险费后,在 保险费到期日未足额支付本合同规定的续期保险费的,自保险费到期日的 24 时起 60 日为宽 限期。宽限期内发生的保险事故,本公司仍会承担保险责任,但在给付保险金时会扣减欠交 的各期保险费。如果**投保人**宽限期结束时仍未足额交付保险费,则本合同自宽限期满日的 24 时起终止效力。

Regardless of the method and frequency of payment being a lump sum payment or instalment payment, if the *policyholder* fails to pay the agreed one lump sum premium or the initial premium in full before the *effective date* of *the contract* or if the *policyholder* fails to pay any later instalment of premium at the *due date* provided by *the contract* after the initial premium is duly paid, a grace period of 60 days commencing from the date immediately after the *due date* shall apply. For insurance accident occurs within the grace period, the *company* shall still undertake insurance liability but shall be entitled to make deduction equivalent to the unpaid premium before paying insurance benefit. If the *policyholder* fails to pay the outstanding premium in full within the grace period, this Contract shall be terminated as of the date immediately after expiry of grace period.

#### 第十条 明确说明和如实告知

**Clause 10 Full Disclosure** 

- 一、订立**本合同**时,**本公司**应向**投保人**明确说明**本合同**的条款内容。对保险条款中免除责任的条款,**本公司**在订立合同时应当在投保单、**保单**或者其他保险凭证上作出足以引起**投保人**注意的提示,并对该条款的内容以书面或者口头形式向**投保人**作出明确说明,未作提示或者明确说明的,该条款不产生效力。**本公司**可以就**投保人、被保险人**的有关情况提出书面询问,**投保人**应当如实告知。
- I. When concluding *the contract*, *the company* shall explicitly describe the contents of *the contract* terms and conditions to the *policyholder* for the insurance, especially the exclusion clauses. *The company* may put forward written inquiry about the relevant information of the *policyholder* or *insured person*, and the *policyholder*, *insured person* shall disclose the information truthfully.

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- 二、**投保人**故意或者因重大过失未履行如实告知义务,足以影响**本公司**决定是否同意承保或者提高保险费率的,**本公司**有权解除**本合同**。
- II. If the *policyholder* intentionally or due to gross negligence, fails to perform the duty of full disclosure, which suffices to influence *the company*'s decision as to whether to underwrite the insurance cover or to raise the insurance premium rate, *the company* has the right to terminate *the contract*.
- 三、**投保人**故意不履行如实告知义务的,**本公司**对于**本合同**解除前发生的保险事故,不负给付保险金的责任,不退还保险费。
- III . If the *policyholder* fails to perform its obligation of full disclosure intentionally, *the company* shall not be liable to pay *insurance benefits* or refund the insurance premiums for insured events that occurred before the termination of *the contract*.
- 四、**投保人**因重大过失未履行如实告知义务,对保险事故的发生有严重影响的,**本公司**对**本合同**解除前发生的保险事故,不负给付保险金的责任,但退还未满期保险费。
- IV . If the *policyholder* fails to perform the duty of full disclosure due to gross negligence, which has a material bearing on the occurrence of an insured event, *the company* has the right to terminate *the contract*, and shall not be liable to pay *insurance benefits* for the insured events that occurred before the termination of *the contract*, but shall refund the unearned insurance premiums.
- 五、**本公司**在合同订立时已经知道**投保人**未如实告知的情况的,不会解除合同;发生保险事故的,**本公司**承担给付保险金的责任。
- V . When concluding *the contract*, *the company* was aware that the *policyholder* fails to perform the duty of full disclosure, *the company* will not terminate *the contract*; and shall pay *insurance benefits* for occurred events which are covered in the *benefit* coverage.
- 六、上述规定的合同解除权,自**本公司**知道有解除事由之日起,超过三十日不行使而消灭。 自**本合同**成立之日起超过二年的,**本公司**不得解除合同;发生保险事故的,**本公司**应当承担 给付保险金的责任。
- VI . The right to terminate *the contract* as specified in the preceding paragraph shall be extinguished if it is not exercised within 30 days after the date on which *the company* was aware of the reason for termination. Once two years have lapsed from the date of formation of *the contract*, *the company* may not terminate *the contract*. If an insured event occurs, *the company* shall bear the obligation of paying *insurance benefits*.

## 第十一条 受益人

**Clause 11 Beneficiary** 



## 除另有约定外,**本合同**各项医疗保险金受益人为**被保险人**本人。

Unless otherwise provided, the beneficiary for *insurance benefits* under *the contract* shall be *the insured person*.

## 第十二条 保险事故的通知

Clause 12 Notice of an Insured Event

- 一、**投保人、主被保险人**或附带被保险人知道保险事故发生后应当在三个月之内通知本公司。如果投保人、主被保险人或附带被保险人故意或者因重大过失未及时通知,致使保险事故的性质、原因、损失程度等难以确定的,本公司对无法确定的部分,不承担给付保险金的责任,但本公司通过其他途径已经及时知道或者应当及时知道保险事故发生或者虽未及时通知但不影响本公司确定保险事故的性质、原因、损失程度的除外。
- I. The *policyholder*, *main insured person* or *additional insured person* shall notify *the company* that an insured event has occurred within 3 months after his or her awareness of the insured event's occurrence. If the *policyholder*, *main insured person* or *additional insured person* intentionally fail to provide timely notice or fail to provide timely notice with material negligence, which causes difficulty in identifying the nature of the event, the cause of the event, and the level of loss caused by the event, etc., *the company* is not liable to pay the portion of the *benefits* that is due for unidentifiable part of the event, unless, *the company* was made aware of, or should have been made aware of, the occurrence of the event, through other channels, in a timely manner, or if the failure to promptly notify *the company* of the occurrence of an event, does not affect *the company's* ability to identify the nature of the event, the cause of the event, and the level of loss caused by the event.
- 二、对于因迟延通知所增加的任何调查费用由受益人承担,但因不可抗力导致的迟延除外。
- II . The beneficiary shall bear the investigation expenses which are additional due to the delayed notification except the delay caused by force of nature.

## 三、治疗的事先授权

- III . Pre-authorization of treatment
- 1. 在发生下述治疗及费用前,**投保人、主被保险人**或附带被保险人应及时通知本公司。
  Prior to receiving *treatment* and incurring expenses for any of the following, the *policyholder*, main insured person or additional insured person shall contact the company in time:
- (1) 中国大陆境内,不含港澳台地区

Mainland China, excluding HongKong, Taiwan and Macao.

(i.) 住院**治疗** 

Inpatient Stays

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(ii.) 物理治疗

Physiotherapy

(iii.) 妊娠**治疗** 

Maternity

(iv.) 核磁共振成像(MRI)、电子计算机断层扫描(CT)及正电子发射型计算机断层显像(PET)

MRI Scan, CT and PET

(v.) 精神科**治疗** 

Mental Health

(vi.) 疼痛治疗

Pain Management

## 请联系本公司获得以上事先授权。

Please contact CIGNA & CMC to obtain pre-authorization.

## (2) 美国

**USA** 

(i.) 住院**治疗** 

In-patient Stays

病人入住美国医院前,应由本公司授权的 CareAllies 就其是否适宜接受住院治疗或日间 留院治疗以及住院费用、住院持续时间等进行审查和批准;如病人在批准的住院持续时间届满后需要继续留院治疗,在其住院期间,应由 CareAllies 对继续留院治疗以及留院时间进行审查和批准。

Before admitted to hospital in the USA for in-patient stays or *day case treatment*, it shall be reviewed and approved by CareAllies as authorized by the *company*, as well as the issue of costs and period of stays in the hospital, etc. If the *patient* needs to stay longer in the hospital for the continuation of in-patient treatment than what was approved, it shall be reviewed and approved within the last in-patient period by CareAllies as well as the time for continuance of stays in the hospital.

### 请联系**本公司**获得以上事先授权。

Please contact CIGNA & CMC to obtain pre-authorization.

2. 投保人、主被保险人或附带被保险人需在接受上述治疗之前通知本公司。紧急情况下,在接受上述治疗前不需作事前授权申请(紧急情况指不立即采取需事先授权的治疗就会使主被保险人或附带被保险人的健康严重受损的情形),但投保人、主被保险人或附带



**被保险人**或其指定代理人务必在就诊的 24-48 小时内联系我们,补作事前授权申请。未申请事前授权将造成理赔款支付延误、部分拒赔甚至全部拒赔。对于经**本公司**审核予以赔付的费用,**被保险人**应自行承担其中的 20%。

The *policyholder, main insured person* or *additional insured person* shall inform the *company* prior to the *treatment* provided in the above paragraph. For emergency situations (emergency situation refers to those if left untreated with the treatment requires pre-authorization could result in a *significant deterioration of health* to *main insured person* or *additional insured person*), pre-authorization is not required immediately for the above mentioned *treatments*. However, the *policyholder, main insured person* or *additional insured person* or their representative shall inform us within 24-48 hours after the emergency occurs for a catch up pre-authorization. Failure to follow the pre-authorization process may result in payment delays and /or the claim being denied or reimbursed at a lower *benefit* level. For costs that the *company* agrees to pay upon claim review, the *insured person* shall take 20% of it at his/her own expense.

## 第十三条 保险金申请

Clause 13 Insurance Benefits Application

- 一、**本合同**有效期内,**主被保险人**或**附带被保险人**发生**保险责任**范围内的费用支出,由**主被保险人**或**附带被保险人**或其代理人作为申请人,填写保险金给付申请书,并凭下列证明和资料的原件向**本公司**申请给付保险金:
- I. During the validity period of *the contract*, for the expense under the insurance covers incurred by the *main insured person* or *additional insured person*, the *main insured person* or *additional insured person* or their agent shall fill in the application form for *insurance benefits* as the applicant and apply for compensation payment with the originals of the following proof documents and data:
- 1. 保单或投保人证明;

Insurance *policy* or the proof document for the *policyholder* for insurance.

2. 保险费交费凭证;

Proof document of payment of premium.

3. 申请人身份证明;

The proof documents of the applicant's identity.

4. **医院**出具的医疗费用收据原件、诊断证明及病历;

The original receipts for payment of medical expenses are issued by the *hospital*, proof of diagnosis and case history in original.

5. 若申请人为代理人,则应提供授权委托书、代理人身份证明等文件;

If the applicant is an agent, the authorization proxy, proof of identity and others are needed.

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- 6. 申请人所能提供的与确认保险事故的性质、原因、伤害程度等有关的其他证明和资料。 Other proof and data related with determining the nature, causes, extent of *injury* and others which the applicant can provide.
- 二、受益人对**本公司**请求给付保险金的诉讼时效期间为自其知道或者应当知道保险事故发生 之日起 2 年。
- II. The period of prescription for the lodging of a claim with *the company* for payment of *insurance benefits* by the beneficiary shall be two years, counting from the date on which he or she learnt or ought to have learnt of the occurrence of the insured event.
- 三、申请人申请给付保险金时,**本公司**认为如有必要,可要求相关医疗单位予以鉴定和复查。如需更多信息,**本公司**可以向实施**治疗**的**医疗人员**要求医疗报告。**本公司**同时可以要求**病人**进行单独的医疗检查。**本公司**将支付以上两项的费用。
- III. When the applicant applies for payment of *insurance benefits*, *the company* may require the relevant medical agencies to provide a countercheck and appraisal if *the company* believes it is necessary. *The company* may ask for a medical report from the *medical practitioner* who has carried out the *treatment*, if they need more information. *The company* may also require the *patient* to have an independent medical examination. *The company* will pay for both the medical report and independent medical examination.

## 第十四条 保险金的给付

Clause 14 Payment of Insurance Benefits

- 一、**本公司**收到索赔申请和有关证明、资料后,将及时作出核定;情形复杂的,或者保险事故的性质、原因、损失程度等难以确定的,**本公司**将在调查核实后作出核定。
- I . After *the company* receives the application for payment of insurance *benefits* and the relevant proof documents and data, *the company* will make a decision in a timely manner; however, if the application is more complicated or the cause and nature of the insured event or the level of loss caused by the event is difficult to identify *the company* will make a decision after *the company* completes an investigation.
- 二、对属于**保险责任**的,**本公司**在作出核定后 10 日内,履行给付保险金义务。
- II. As for the part of the claims which is covered under *the contract* according to the *Insurance Liabilities*, *the company* will pay the insurance *benefits* within 10 days after making the decision.
- 三、**本公司**未及时履行前款规定义务的,除支付保险金外,应当赔偿受益人因此受到的损失。



- III . If *the company* fails to perform the previous paragraph's payment obligations on time, *the company* shall compensate the beneficiary for any losses that he or she suffers from such delay, in addition to the payment of the insurance *benefits*.
- 四、对不属于**保险责任**的,**本公司**自作出核定之日起 3 日内向受益人发出拒绝给付保险金通知书并说明理由。
- IV . As for the part of claims which is not covered under *the contract* according to the *Insurance Liabilities*, *the company* will notify the beneficiary that the request is not covered under *the contract* and explain the reason that the claim was rejected within 3 days of making the decision to reject the claim.
- 五、**本公司**在收到索赔申请及有关证明和资料之日起 60 日内,对给付保险金的数额不能确定的,根据已有证明和资料可以确定的数额先予支付;**本公司**最终确定给付保险金的数额后,将支付相应的差额。
- V . Within 60 days after *the company* receives the application for payment of insurance *benefits* together with the relevant proof documents and data, for the parts of claims which is covered according to the insurance liabilities but the payment amount of which cannot be determined, *the company* shall pay for a minimum amount which can be determined according to the available proof documents and data first. After *the company* determines the final amount of payment for insurance *benefits*, the relevant difference shall be paid.
- 六、保险金以人民币支付,不含利息。
- VI. The insurance benefits shall be paid in Chinese Yuan (RMB) without any interest.

### 第十五条 其它核定结果

**Clause 15 Other Decisions** 

- 一、未发生保险事故,**被保险人**或者受益人谎称发生了保险事故,向**本公司**提出索赔申请的,**本公司**有权解除对该**被保险人**的保险保障,并不退还保险费;如**投保人**故意指使**被保险人**或者受益人谎称发生保险事故或明知但未予阻止,**本公司**有权解除**本合同**,并不退还保险费。
- I . If an insured event has not occurred by the *insured person* or beneficiary falsely claims that such an event has occurred, and lodges a claim with *the company* for the payment of insurance *benefits*, *the company* shall have the right to terminate *the* insurance coverage to the *insured person* and shall not return the insurance premium. If *policyholder* intentionally inspires the insured person or beneficiary to falsely claim the occurrence of insured event, or being aware of but didn't take any measure to stop it, *the company* shall have the right to terminate *the contract* and shall not return the insurance premium.

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- 二、**投保人、被保险人**故意制造保险事故的,**本公司**有权解除**本合同**,不承担给付保险金的 责任。
- II. If the *policyholder* or the *insured person* deliberately causes an insured event, *the company* shall have the right to terminate *the contract* and shall not be liable for the payment of insurance *benefits*.
- 三、保险事故发生后,**投保人、被保险人**或者受益人以伪造、变造的有关证明、资料或者其他证据,编造虚假的事故原因或者夸大损失程度的,**本公司**对虚报的部分不承担给付保险金的责任。
- III . If the *policyholder*, the *insured person* or the beneficiary fabricates false causes for an insured event or overstates the extent of the losses, by means of forged or altered relevant proofs, information or other evidence after the occurrence of such event, *the company* shall not be liable for payment of insurance *benefits* for the portion that is false.
- 四、**投保人**、被**保险人**或者受益人有以上规定行为之一,致使**本公司**支付保险金或者支出费用的,应当在收到**本公司**相关通知后之日起 30 日内向**本公司**退回或者赔偿。
- IV. If the *policyholder*, the *insured person* or the beneficiary commits any of the acts specified in the preceding three paragraphs and causes *the company* to pay insurance *benefits* or incur expenses, he or she shall return the insurance proceeds to or compensate *the company* within 30 days after he or she receives the relevant notice sent by *the company*.

## 第十六条 被保险人变动

Clause 16 Change of the Insured Person

- 一、**投保人**因人员变动需要增加**被保险人**的,应书面通知**本公司**,经**本公司**审核同意,于**投保人**通知的加入**本合同**之日起开始承担**保险责任**。
- I. If more *insured persons* and *dependants* need to be added according to the change of personnel, the *policyholder* for insurance shall notify *the company* in writing. Upon review and approval in advance, *the company* shall undertake the relevant *insurance* liability to the newly added *insured person* since the enrolment date as notified by *policyholder*.
- 二、**投保人**因人员变动需要减少**被保险人**的,应书面通知**本公司**,**本合同**对该**被保险人**所承担的**保险责任**自**投保人**通知的退出之日终止。**本公司**向**投保人**退还其未满期保费。
- II . If the number of *insured persons* needs to be reduced due to resignation of employees, the *policyholder* for insurance shall notify *the company* in writing. The insurance liabilities undertaken under *the contract* for the leaving *insured person* shall be terminated upon the date as notified by *policyholder*. The unearned premium shall be returned.



- 三、如**被保险人**发生以上任何变动,**投保人**应在变动发生当月书面通知**本公司**。在**投保人**未及时通知的情况下,**本公司**可以追溯形式开始或终止对有关**被保险人**的**保险责任**,但追溯期不得超过自**投保人**书面通知**本公司**之日起 2 个月。
- III. Should any of the above changes occurs during the insurance period, the *policyholder* shall notify the *company* in writing of all and any changes in the membership in the same month in which the change occurs. However, the *company* may commence or terminate cover retrospectively for *insured persons* for a period not exceeding 2 months from the date when the *policyholder* advises the *company* in writing.
- 四、关于加入或退出**本合同的被保险人**,对其保险费的收取,**本公司**将适用如下规定:
- IV. In respect of premium payment for *insured person* who are joining or leaving *the contract*, the following rules shall apply:
- (1) 加入:任何在**合同月**的前 15 天(含第 15 天)加入**本合同的被保险人**,其当月保险费将按整月收取。任何在**合同月**的第 15 天之后加入**本合同的被保险人**,当月不收取保险费,自下个月开始收取保险费。

Additions - any *insured person* who joins *the contract* during the first 15 days (including the 15<sup>th</sup>) of a *contract month*, will be billed for the entire month. Any *insured person* who joins *the contract* during the last 15 days of a *contract month*, will not be billed for that month whereupon billing will commence at the beginning of the following month.

(2) 退出:在**合同月**的前 15 天(含第 15 天)退出**本合同的被保险人**,当月不收取保险费。 在**合同月**的第 15 天之后退出**本合同的被保险人**,其当月保险费将按整月收取。

Terminations - any *insured person* who leaves *the contract* during the first 15 days (including the 15<sup>th</sup>) of a *contract month*, will not be billed for that month. Any *insured person* who leaves *the contract* during the last 15 days of a *contract month*, will be billed for the entire month.

- 五、如果**本合同被保险人**人数减少到少于 5 人或者少于**投保人**中符合参保条件成员总数的 75%的,**本公司**有权解除**本合同**。
- V . If the number of *insured persons* under *the contract* is reduced to less than 5, or less than 75% of the *policyholder*'s total qualified members, *the company* has the right to terminate *the contract*.
- 六、如**主被保险人或附带被保险人**移居至投保时登记的**居住国**以外的国家或地区,包括回到 其**住所国,投保人**应在 60 日内书面通知**本公司,本公司**保留对该**主被保险人或附带被保险人** 重新定价或改变承保条件或终止**保险责任**的权利。如**投保人**未能及时通知,**本公司**有权终止 对该**主被保险人或附带被保险人**的**保险责任。**
- VI. If main insured person or additional insured person moves to a country or area for residence out of the country of residence as registered when applying this insurance, including returns to country of domicile, the policyholder shall notify the company in writing within 60 days. The

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company shall have the right to re-price or change the underwriting condition or terminate the insurance benefit. In case the policyholder fails to notify within the given time, the company shall have the right to terminate the insurance benefit for the relevant main insured person or additional insured person.

## 第十七条 保险责任终止

Clause 17 Termination of the Insurance Benefits

- 一、除非**保单**另有约定,**本合同**项下对**主被保险人**的**保险责任**将在以下情况发生时立即终止:
- I. Unless otherwise agreed in the *policy*, Cover under *the Contract* will end immediately for the *main insured person* in case any of the following occurs:
- 1. **主被保险人**死亡。**主被保险人**死亡的,**投保人**可以同意继续为其**附带被保险人**投保直至下一个**续签日**,对该**附带被保险人**的**保险责任**将在下一个**续签日**终止;或

The main insured person dies. The policyholder may agree to continue cover for his/her additional insured persons up to the next renewal date when their cover will end in the event that the main insured person dies; or

2. 主被保险人不再为投保人工作;或

The main insured person stops working for the policyholder; or

3. **投保人**停止为**主被保险人**支付保险费且经过宽限期仍不支付保险费;或

The *policyholder* stops paying premiums and fails to pay within grace period for the *main insured person*; or

4. 在**保单**上载明的保险期间届满时**本合同**终止。

The contract terminates at the expiry of the period shown in the policy.

- 二、除非**保单**另有约定,对**附带被保险人**的**保险责任**将在以下事件发生时终止:
- II. Unless otherwise agreed in the *policy*, Cover will end for the *additional insured person*, in case any of the following occurs:
- 1. 如果他或她死亡;或 If he or she dies; or
- 2. 他或她不再是主被保险人的家属;或

He or she ceases to be the dependant of *main insured person*;

3. **主被保险人**不再为**投保人**工作:或

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The main insured person stops working for the policyholder; or

4. 投保人停止为附带被保险人支付保险费且经过宽限期仍不支付保险费;或

The *policyholder* stops paying premiums and fails to pay within grace period for the *additional insured person*; or

5. 在**保单**上载明的保险期间届满时**本合同**终止。

The contract terminates at the expiry of the period shown in the policy.

若**主被保险人**离婚,**本合同**中其**配偶**将不再被视为**附带被保险人。主被保险人**与其**配偶**的最终离婚判决一经发布或离婚手续办理完毕,**本公司**对该**配偶的保险责任**即终止。

If a *main insured person* gets divorced, the *spouse* will no longer be considered as an *additional insured person* for the purposes of this *policy*. Cover for the *spouse* ends once the final decree/final dissolution order has been granted.

## 三、投保人解除合同

- III . Policyholder may terminate the Contract:
- 1. 本合同成立后,投保人可以要求解除本合同,但已经发生保险金给付的,投保人不得要求解除本合同。投保人要求解除本合同时,应填写解除合同申请书,并提交投保人身份证明、保险合同和最近一次保险费交费凭证。

After the contract is concluded, the policyholder for insurance may demand to terminate the contract. However, if payment for insurance benefits has already been made, the policyholder for insurance shall not demand to terminate the contract. When demanding to terminate the contract, the policyholder for insurance shall fill in the Application Form for Termination of the contract and submit the proof ID certificate documents of the policyholder for insurance, the Insurance contract and the proof document of the most recent lot of premium which has been paid.

2. **本合同自本公司**接到解除合同申请书时终止。**本公司**于接到上述证明和资料之日起三十日内,向**投保人**扣除**手续费**后退还未满期保险费。

The contract shall be terminated upon receiving the Application for Termination of the contract. The company shall return the unearned premium with the service fees deducted to the policyholder for insurance within 30 days starting from the date of receiving the above mentioned proof documents and data.

#### 第十八条 地址变更

**Clause 18 Change of Address** 



**投保人**地址变更时,应及时以书面形式通知**本公司**;**投保人**未以书面形式通知的,**本公司**按 所知最后的地址发送有关通知。

If the address of the *policyholder* for insurance is changed, the *policyholder* for insurance shall notify *the company* of that in writing in time. If the *policyholder* for insurance has not notify *the company* of the change in writing, *the company* shall send the relevant notices to the last address it knows of.

## 第十九条 合同内容的变更

Clause 19 Modification of Contents of the Contract

在**本合同**有效期内,经**投保人**和**本公司**协商一致,可以变更**本合同**的有关内容,由**本公司**在**保单**上批注或者附贴批单。

Within the insurance period of *the contract*, the relevant contents of *the contract* may be modified subject to agreement being reached between the *policyholder* for insurance and *the company*. *The company* shall note the modification in the *policy* or attach endorsements to this effect onto the *policy*.

## 第二十条 法律适用

Clause 20 Governing Law

本合同的订立、变更、解除、履行、争议解决以及与本合同有关的一切事宜,均适用**中华人** 民共和国法律。

The conclusion, modification and change, termination, performance, handling of disputes and all the matters relevant to *the contract* are subject to the jurisdiction of the *PRC* laws.

### 第二十一条 争议处理

**Clause 21 Dispute Settlement** 

**本合同**履行过程中发生争议时,可以从下列两种方式中选择一种争议处理方式:

For any disputes on any issues in relation to this *contract* during the insurance period, the parties concerned shall resort to either of the following two dispute settlement methods:

- 一、因履行**本合同**发生的争议,由当事人协商解决,协商不成的,提交仲裁委员会仲裁;
- I . The relevant disputing parties shall solve the disputes arising from the performance of *the contract*

through consultation. If the disputes cannot be solved through consultation, they shall be submitted to the arbitration committee for arbitration.

二、因履行**本合同**发生的争议,由当事人协商解决,协商不成的,依法向**本合同**有管辖权的 人民法院提起诉讼。



II. The relevant disputing parties shall solve the disputes arising from the performance of *the contract* through consultation. If the disputes cannot be solved through consultation, a lawsuit can be submitted to the People's Court in accordance with legal regulations.

## 第二十二条 释义

**Clause 22 Definitions** 

下列词汇和短语具有指定含义。当以下词汇和短语出现在**本合同**相关文件中并表达该指定含义时,将以黑体字表示。所有标注星号的定义仅适用于涉及到被授权在美国接受**治疗**的情形。

The words and phrases set out below have the meanings specified. Where those words and phrases are used with those meanings, they will appear in italics in this guide, the *list of benefits* and 'How to Claim' procedure. All definitions that are marked with an asterisk apply to US-based admissions only.

除非另有规定,下文中 "他"包含"她"的含义,反之亦然。

Unless otherwise provided, the masculine includes the feminine and vice versa.

"**意外伤害**"是指意外事故对**被保险人**身体的任何部位所造成的伤害,这些伤害是在**本合同**有效期间由于外部性的、猛烈的和显而易见的手段所造成的,而且其发生不是由于**疾病**(包括潜在的**疾病**和机能障碍)所导致,也不是由**被保险人**故意自伤造成。

<u>Accidental Injury</u> - An accident that results in physical damage or hurt, and it is caused by external, fierce and obvious hurt other than internal *illnesses* (including potential diseases and dysfunction) and intentional act during the insurance period.

## "续签日"指保险期间届满后的第二天或本公司与投保人书面同意的其它日期。

<u>Renewal date</u> – the date after expiry day of *period of insurance* or any other date which *the company* and the *policyholder* may agree in writing.

## "**保险责任"**指**保险责任清单**所列的所有**保险责任**。

<u>Insurance Benefit</u> - any benefit shown in the list of benefits.

- \*"CareAllies"指美国一家与治疗有关的索赔审查机构。
- \*CareAllies a claims review organisation used in respect of treatment in the United States.
- "本公司"指招商信诺人寿保险有限公司。

**Company** - CIGNA & CMC Life Insurance Co. Ltd.

"**本合同**"指招商信诺精英版全球员工团体医疗保险合同。

**Contract** - the CIGNA & CMC Global Group Medical Insurance (Elite) Contract.

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**"免赔额"**指由**本合同**约定的,**本公司**不负赔偿责任的、由**被保险人**自行承担损失的额度。

<u>Deductible</u> - the expense amount listed in the contract that the insured persons have the responsibilities and *the company* has no liabilities for this paying.

"**住所国"**指**主被保险人**或**附带被保险人**的国籍国或依照当地法律取得永久居留权的国家。

<u>Country of domicile</u> - the nation of the *insured person* or *dependant's* nationality or the nation where he/she has the right of permanent residence according to local laws.

"**日间留院治疗**"指入住**医院**并使用病床接受**治疗**,但并不在**医院**留宿。

Day case treatment - care involving admission to hospital and using a bed but not staying overnight.

"**家庭护理**"指由一名**合格护士**到**病人**住处提供的专门护理服务:

**Home nursing** - visits from a qualified nurse to the patient's home to give expert nursing services:

- 1. 因**医疗需要**紧接着发生于**医院治疗**之后;
  - Immediately after hospital treatment for as long as is required by medical necessity;
- 因医疗需要提供的、通常发生在医院的治疗。

Visits for as long as is required by *medical necessity* for *treatment* which would normally be provided in a *hospital*.

在以上任一情况下,该服务必须经**治疗病人**的**专科医生**建议方可提供。

In either case, the *specialist* who treated the *patient* must have recommended these services.

"**医院**"指在其所在国注册或被许可为内科或外科医院,并由**医疗人员或合格护士**为**病人**提供 日常照料或护理的机构。

<u>Hospital</u> - any organisation which is registered or licensed as a medical or surgical *hospital* in the country in which it is located and where the *patient* is under the daily care or supervision of a *medical practitioner* or *qualified nurse*.

"损伤"指由**意外伤害**引起的人体组织结构破坏。

<u>Injury</u> - a physical injury resulted from accidental injury.

"**住院病人**"指**病人**在接受**治疗**期间在**医院**留宿。

**In-patient** - A patient who stays overnight in *hospital* while undergoing *treatment*.

"**主被保险人**"指符合**本合同**约定的投保条件并由**本公司**承保的**投保人**或**投保人**下属分支机构的全职**员工**。

<u>Main insured person</u> - full time employee of the policyholder or its subordinate braches complied with the eligibility conditions provided in *the contract* and covered under *the contract*.

"**附带被保险人**"指符合**本合同**约定的投保条件并由**本公司**承保的**主被保险人**的家属。

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<u>Additional insured person</u> - main insured person's dependant complied with the eligibility conditions provided in *the contract* and covered under *the contract*.

"**符合条件的女性**"指女性**主被保险人**,或**主被保险人**的女性**配偶**。

**Eligible female** - refers to female main insured person, or the female spouse of main insured person.

"**国际服务**"指由**医疗援助服务提供机构**为本保险安排的服务,如**本合同**第四条、第五条所列。

<u>International services</u> - services arranged by the *medical assistance provider* for *the Contract* as set out in clause 4 and 5.

"**保险责任清单**"指**保单**中列明的本保险的具体**保险责任**项目、**保险责任**限额等,包括相关注释说明。

<u>List of benefits</u> - the specific insurance benefits, payment limit for *insurance benefit*, etc. listed in the policy, including any notes to it.

"**医疗援助服务提供机构**"指**本公司**授权的提供医疗咨询、运送、援助和运返服务的第三方服务机构。该援助服务支持多语种服务且每天 24 小时提供。

<u>Medical assistance provider</u> - a service which provides medical advice, evacuation, assistance and repatriation upon authorization of the *company*. This service can be multi-lingual and assistance is available 24 hours per day.

"**医疗事故**"指医疗机构及其医务人员在医疗活动中,违反医疗卫生管理法律、行政法规、部门规章和诊疗护理规范、常规,过失造成患者人身损害的事故。确定是否为**医疗事故**目前需要**医疗事故**鉴定委员会鉴定才能认定。

<u>Medical Malpractice</u> – medical malpractice refers to the accident caused injury or health damage to the patient due to the malpractice conducted under the negligence of medical institutions or staff, which is incompliance with medical related laws, administrative regulations, rules and criterion or common practice for medical treatment and nursing. Medical malpractice shall be subject to the identification taken by medical accident appraisal committee.

"**医疗需要**"是指由**医疗团队**确定为同时符合以下条件的、医疗上必须包含的服务和用品: **Medical necessity** - medically necessary covered services and supplies are those determined by the medical team to be:

- 1. 诊断或**治疗疾病、损伤、疾病**或其症状所需的; required to diagnose or treat an *illness*, *injury*, disease or its symptoms;
- 2. **正规**并符合普遍接受的医疗执业标准的; *orthodox*, and in accordance with generally accepted standards of medical practice;
- 3. 符合临床适当类型、频率、范围、地点和期限的; clinically appropriate in terms of type, frequency, extent, site and duration;

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- 4. 非主要为方便**病人、医生**或其他保健提供者的;及 not primarily for the convenience of the *patient*, physician or other health care provider; and
- 5. 以对于提供该类服务和用品合适的最基本需要提供。 rendered in the least intensive setting that is appropriate for the delivery of the services and supplies.

在适用情况下,**本公司**的**医疗团队**可在决定合适的最基本需要时,比较可选服务、设置或用品的成本效益。

Where applicable, *the company*'s *medical team* may compare the cost-effectiveness of alternative services, settings or supplies when determining least intensive setting.

"**医疗人员**"指依据**治疗**提供地所适用的国家、州或其他监管地区的法律注册或被许可的**医生**或**专科医生**。该**医生或专科医生**不能是**被保险人**本人或**被保险人**的家庭成员。

<u>Medical practitioner</u> - a doctor or *specialist* who is registered or licensed to practice medicine under the laws of the country, state or other regulated area in which the *treatment* is provided, and who is not an *insured person* or a family member of an *insured person*.

"**医疗团队**"指本公司的医疗事务协调人员或**医疗援助服务提供机构**。

<u>Medical team</u> – means the company's medical coordinate staff or the medical assistance provider.

"<u>小型外科手术及相关治疗</u>"指任何不需要全身麻醉或留宿**医院**的**手术治疗**或措施,例如一个内嵌脚趾指甲的**手术治疗**。

<u>Minor surgical procedures and associated treatment</u> - any surgical treatment or procedure that does not require a general anaesthetic or overnight *hospital* stay, e.g. surgical treatment of an ingrown toe nail.

"**手术**"指在人的活体上使用器械进行切开、修复**损伤**或缓解**疾病**的医疗措施或操作。

<u>Operation</u> - a medical procedure involving an incision with instruments; it is performed to repair damage or arrest disease in a living body.

"<u>正规</u>"指任一程序或**治疗**在开始应用时在医学界被普遍所接受,且得到医疗特定领域内大量 受人尊敬的、负责任的且经验丰富的**医生**的赞成。

<u>Orthodox</u> - in relation to a procedure or *treatment* that is medically accepted at the time of the commencement of the procedure or *treatment*, in that it accords with that upheld by a respectable, responsible and substantial body of medical opinion, experienced in the particular field of medicine.

"门诊病人"指不需要因进行专科医生咨询或接受治疗而需要留宿医院的病人。

<u>Out-patient</u> - a patient who does not need to stay overnight in *hospital* for either consultation with a *specialist* or for *treatment*.

"**病人**"指接受**治疗**的**主被保险人或附带被保险人**。

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<u>Patient</u> - the main insured person or additional insured person who undergoes treatment.

"中华人民共和国"简称中国。本合同所指中华人民共和国不包括香港、澳门和台湾地区。 **People's Republic of China** – "PRC" for short. The **PRC** in the Contract excluding HongKong, Macao and Taiwan.

## "投保人"指保单中指明的投保人。

**Policyholder** - the *policyholder* named in the *policy schedule*.

"保单"指寄送给投保人的保险凭证,由保险责任清单、保险费安排组成。

<u>Policy</u> - the policy certificate sent to the *policyholder* comprising *list of benefits*, and premium schedule.

"**保单附件**"指**保单**随附的所有附件,包括投保单、**被保险人**名单以及任何有关本保险的背书、批注、声明、说明或其它书面文件。

**<u>Policy schedule</u>** - the *policy schedule* issued with the *policy* including application form, name list of the *insured persons* and any endorsements, statement or notes to it, or any other related documents.

"**既往疾病**"指符合以下条件之一的任何**疾病**或**损伤**,或与此类**疾病**或**损伤**相关的症状:

<u>Pre-existing illness</u> - any *illness* or *injury*, or symptoms linked to such *illness* or *injury* complied with any of the following conditions:

- 1. **被保险人**曾在加入本保险之前 6 个月内寻求或接受医疗咨询或**治疗**;或
  - The insured person sought for medical advice or received *treatment* for it within 6 months prior to joining *the contract*; or
- 2. **被保险人**或其家属知道,但没有在加入本保险之前 6 个月内为之寻求医疗咨询或**治疗**。
  The *insured person* or his/her dependant was aware of but did not seek medical advice or *treatment* for it during the 6 months prior to joining *the contract*.
- "私人救护车"指经专门制造并经私人救护车服务认可作为救护车使用的车辆。

<u>Private ambulance</u> - a purpose-built vehicle operated as an ambulance by a recognised private ambulance service.

"**合格护士**"指依据**治疗**提供地所适用的国家、州或其他监管地区法律注册或被许可的护士。 **Qualified nurse** - a nurse who is registered or licensed as such under the laws of the country, state or other regulated area in which the *treatment* is provided.

### "保障地区"具体如下:

**Selected area of coverage** - means either:

1. 保障地区一 - 全球范围;或

Area I - worldwide, or

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2. 保障地区二 - 全球范围,除美国;或

Area II - worldwide, excluding USA, or

3. **保障地区三 -** 亚洲包括澳大利亚及新西兰;或

Area III - Asia, including Australia and New Zealand

4. 保障地区四 - 中国大陆,不含港澳台地区

Area IV- Mainland China

"**手续费**"指**本合同**的服务和管理成本,该成本占总保险费的 25%。

<u>Service fee</u> – the cost of servicing and operating the policy which hold 25% of total premium.

"**短期**"是指与**治疗**所需康复时间相一致的一段时间,该时间须经主治**医疗人员**指示并经**本公 司医疗团队**批准。

<u>Short-term</u> – means a period of time consistent with the recuperation time required for the *treatment* and as prescribed by the treating *medical practitioner* with the approval of *the company's* medical director.

"**疾病**"指身体或精神上的疾病或妊娠。

<u>Illness</u> - a physical or mental *illness* or pregnancy.

"**医生**"或"**专科医生**"指同时符合以下条件的**医生**:

**Specialist** - a doctor who:

1. 接受过先进的专业培训:

has received advanced *specialist* training;

2. 在某一内科或外科领域执业;

practices a particular branch of medicine or surgery;

- 3. 担任或曾担任一家**医院**的顾问职位,或**本公司**认可的具有同等地位的其他职位;
  - holds or has held a consultant appointment in a *hospital* or an appointment which *the company* accepts as being of equivalent status;
- 4. 非被保险人本人或被保险人家庭成员。

is not an insured person or a family member of an insured person.

根据**治疗**提供地所适用的国家、州或其他监管地区的法律注册或被许可为物理**治疗**师的,仅为保险责任清单约定的物理治疗之目的而被视为专科医生。

A physiotherapist who is registered or licensed as such under the laws of the country, state or other regulated area in which the *treatment* is provided is only a *specialist* for the purpose of physiotherapy as described in the *list of benefits*.

"**配偶**"指**主被保险人**的法定丈夫或妻子,或**本公司**在**本合同**下接受承保的**主被保险人**未婚或 事实伴侣。

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<u>Spouse</u> - the *main insured person's* legal husband or wife, or unmarried or civil partner *the company* has accepted for cover under *the Contract*.

## "**生效日期**"指**本公司**开始承担**保险责任**的日期,在**保单**中列明。

**Effective Date** - the date that the company's insurance liability starts, as shown in the *policy*.

## "外科器具和/或医疗器械"指:

## Surgical appliance and/or Medical Appliance:

- 1. 为外科**手术**之目的或**医疗需要**所需的假肢,假体或设备;或 an artificial limb, prosthesis or device which is required for the purpose of or in connection with surgery; or
- 2. 因**医疗需要**作为**手术**后**治疗**必需部分的人工装置或辅助设施;或 an artificial device or prosthesis which is a necessary part of the *treatment* immediately following surgery for as long as required by *medical necessity*;
- 3. 因**医疗需要**作为**短期**康复过程中的辅助设施或器械。 a prosthesis or *appliance* which is *medically necessary* and is part of the recuperation process on a *short-term* basis.
- "<u>治疗</u>"指由**医疗人员**控制的治愈或实质性缓解本保险范围内急慢性**疾病**情况的任何相关治疗。

<u>Treatment</u> - any relevant *treatment* controlled by a *medical practitioner* to cure or substantially relieve acute or chronic conditions within the scope of *the Contract*.

"**观察期**"指**本合同生效日期**或**续签日**开始,至**本公司**开始承担保险金给付责任之日的这段时间,在此期间**本公司**将不支付任何保险金。

<u>Waiting period</u> - the period from the *effective date* or the *renewal date* of *the contract* to the date that *the company* start to pay the benefits, in this period *the company* will not pay any reimbursements.

"<u>全球范围</u>"指全球范围及海上的每个国家,但不包括在**治疗**开始日,任何中国政府禁止与其贸易往来且依据适用法律对其的任何支付被视为不合法的国家。

<u>Worldwide</u> - every country throughout the world and at sea, excluding any country with whom, at the date of commencement of *treatment*, the Government of China has prohibited trade to the extent that payments are illegal under applicable law.

"**全球范围,除美国**"指不包括美国的其他**全球范围**。

<u>Worldwide excluding USA</u> - worldwide, with the further exception of the United States of America.

"**保险费到期日**"指**投保人**应为**本合同**支付保险费的日期。**本合同的生效日期**为第一个**保险费 到期日**。对于分期交费方式,如果在任何的月份,没有和**生效日期**相对应的那一天,那么该



## 月份的最后一日为**保险费到期日**。

<u>Due Date</u> - the date for *policyholder* to pay premium under *the Contract*. The *effective date* of *the Contract* shall be the first *due date* of premium. For premium payment by instalments, if there's no such a date exactly the same with effective date in the month that an instalment of premium is due, the last date of this month shall be the *due date*.

"**疼痛治疗**"指为了缓解**病人**生理上的疼痛症状而采取的**治疗**措施,包括药物措施、介入**治** 疗、物理治疗以及心理治疗。

<u>Pain management</u> - treatments for easing the physiological pain of the <u>patient</u>, including but not limited to pharmacologic measures, interventional procedures, physical therapy and psychological treatments.

"**健康严重受损**"指肢体残疾、部分身体功能或全部功能丧失或危及生命。

<u>Significant deterioration in health</u> - physical disability, loss of all physical functions or part of the functions, or life threatening.

"**合同月**"保险期间内每月与**生效日期**对应的日期(第 N 日)至次月与**生效日期**对应日期的前一日(第 N-1 日)为一个**合同月**。

<u>Contract month</u> - a contract month commences from the date of each month within insurance period which is in correspondence with *effective date* (date N) and ends at the date immediately before the date in correspondence with *effective date* (date N-1) of the next month.

"**居住国**"指**主被保险人**或**附带被保险人**投保时向**本公司**登记的长期居住地。

<u>Country of residence</u> - the country for long term residence of *main insured person* or *additional insured person* registered when applying for this insurance.

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