



招商信诺全球员工团体定期寿险 (2013 版) 条款

CIGNA & CMC Group Global Employee Term Life Insurance (2013 Version) Clauses

第一章 关于本保险合同的说明

Chapter One

Description of This Insurance Contract

第一条 保险合同构成

Clause 1 Components of the Insurance Contract

招商信诺全球员工团体定期寿险(2013 版)合同 (以下简称“本合同”) 由保险单或其他保险凭证及所附条款、与本合同有关的投保文件、被保险人名册、合法有效的声明、批注、附贴批单、其他协议构成。

CIGNA & CMC Group Global Employee Term Life Insurance (2013 Version) Contract (hereinafter referred to as the Contract) is composed of the policy or other insurance certificates as well as clauses attached to them, application documents related to the Contract, name lists of insured persons, valid and legal statements, attached endorsements and other agreements.

您方须一并阅读并核对构成本合同的任何资料，以确保我方所提供的保障是您方所需要的。

You should read and check any materials constituting parts of the Contract in order to make sure that the insurance cover provided by Us is what You need.

第二条 投保信息变更

Clause 2 Change of the Information Relevant to the Insurance

本合同有效期内，如果**您方**提供给我方的投保人地址，及被保险人的职业、住所或其他投保信息发生了变更，请及时通知我方，以便于我方及时为您改变保险合同上的相关信息。

Within the effective period of the Contract, if there should be a change to the address of the policyholder as well as the occupations, residence or other information for insurance of the insured persons provided to Us, please notify Us in time in order for Us to make changes to the relevant information within the Insurance Contract for You.



如果**您方**的通讯地址变更而未通知**我方**，**我方**按本合同注明最后住所或通讯地址发送的通知，均视为已送达**您方**。

If You fail to notify Us when there is a change in Your correspondence address, notifications sent by Us to the last residence or correspondence addresses indicated in the Contract shall be deemed as having been sent to You.

第三条 本合同的有效性

Clause 3 Validity of the Contract

本合同必须由**我方**授权代表签署方为有效。

The contract is valid and effective only when being signed by the representatives authorized by Us.

未经**我方**书面批准和批注，本合同的任何变动都将是无效的。非经**我方**授权代表签署批准，**我方**的任何保险代理人、销售代表和服务代表都无权修正或豁免本合同的任何规定。

Any modifications shall be invalid without Our agreement in writing and endorsements. Without the approval signed by Our authorized representatives, any insurance agents, sale representatives and service representatives have no authority to modify or waive any stipulations of the Contract.

第二章 本合同的保障范围及不保事项

Chapter Two

Scope of Coverage and Exclusions under the Contract

第四条 投保范围

Clause 4 Scope of Coverage

一、凡属**中华人民共和国**境内合法机构或境外法人驻华机构，年龄在**16 周岁至 70 周岁**，由投保单位雇佣并且支付薪水，每周至少工作 30 小时的身体健康的在职人员（不含退休员工），均可作为被保险人，由其所在单位作为投保人向**我方**投保本保险。被保险人数应占投保人中符合参保条件成员总数的 100%，必须不低于 5 人。

1. Employees in good health and in active employment (excluding retired employees) with any legal institutions within the People's Republic of China or offices of foreign legal persons within China, between 16 and 70 years old, who are employed and paid salaries by their respective policyholders, and who work at least 30 hours per week, are capable of being regarded as insured persons. Their employers, as policyholders, can apply to Us for this insurance. The number of the insured persons



should be 100% of the total number of qualified employees of the respective policyholders. The minimum number of the insured persons must not be less than 5.

二、身体健康的被保险人家属，即被保险人的未婚子女和 70 周岁以下的配偶，经我方同意可作为连带被保险人由投保人统一向我方投保本保险。其中被保险人的未婚子女是指年龄 11 周岁以上(含 11 周岁)且不满 25 周岁并仍在接受全日制教育或满足上述年龄条件并与被保险人居住在同一住所的子女。

2. Dependents of the insured persons who are in good health, ie, unmarried children and spouses of the insured persons who are under the age of 70, can be additional insured persons if it is agreed to by Us that they are included as additional insured persons in the application submitted to Us by policyholders. Unmarried children of the insured persons refer to those who are over the age of 11 (including 11) and under the age of 25 and who still receive full time education or satisfy above age requirement and live together with the insured persons at the insured persons' addresses.

第五条 保险责任

Clause 5 Insurance Liabilities

如果被保险人在本合同有效期内因**意外事故**或疾病身故，**我方**将按照该被保险人身故时的保险金额向其**保险金受益人**给付身故**保险金**，对该被保险人的保险责任终止。

If the insured person dies due to Accidents or illness within the effective period of the Contract, We shall pay to the Beneficiary the death benefit in the amount of the sum insured that is applicable at the time of death of the insured person. The insurance liability towards the insured person terminates upon payment of the above benefits.

第六条 责任免除

Clause 6 Exclusions

因下列任一原因导致被保险人身故的，我方将不支付任何保险金：

We shall not pay any amount of Insurance Benefits in the case of death of an insured person due to any of the following causes:

一、投保人对被保险人的故意杀害、故意伤害；

1. The policyholder intentionally kills or injures the insured person;

二、被保险人故意犯罪、抗拒依法采取的刑事强制措施、遭受司法当局拘禁或被判入狱期间，或被保险人自我伤害、挑衅、斗殴、不遵照医护意见；

2. The insured person intentionally commits illegal acts, resists the anti-criminal measures legally enforced, or is detained by law enforcement authorities or is sentenced for imprisonment, or the insured person inflicts self-injury, provokes or participate in brawling, or the insured



person does not follow the instructions of Doctors and nurses;

三、被保险人在本合同生效或恢复效力之日起 2 年内自杀，但被保险人自杀时为无民事行为能力人的除外；

3. The insured person commits suicide within 2 years after the effective date of the Contract or the date of effectiveness being restored, unless the insured person is incapable of civil acts when committing suicide;

四、被保险人受酒精、毒品或药物的影响，除非按照医生处方服用且不是出于戒毒之目的；

4. The insured person has been under the influence of alcohol, Drugs or medicine, unless they are used according to Doctors' prescription and not for the purpose of giving up abuse of drugs;

五、被保险人驾驶摩托车，或酒后驾驶，无合法有效驾驶证驾驶，或驾驶无有效行驶证的机动车；

5. The insured person drives motorcycle, or drives after drinking alcohols, or Drives without Valid Driving License, or drives motor -driven vehicles Having No Valid On-Road License;

六、战争、军事冲突、暴乱或武装叛乱，恐怖主义及任何阻碍或防止已经发生或预期会发生的恐怖主义的活动；

6. War, military conflicts, riots or armed rebellions, Terrorism as well as any acts of stopping or preventing terrorist activities which have taken place or are expected to take place;

七、核爆炸、核辐射或核污染。

7. Nuclear explosion, nuclear radiation or nuclear pollution.

发生上述第一项情形导致被保险人身故的，我方对该被保险人保险责任终止，并向受益人退还该被保险人的未到期净保费。

If the insured person dies due to the exclusion 1 as mentioned above, Our insurance liability towards the insured person shall terminate, and We shall refund to the Beneficiary the Net Unearned Premium of the insured person.

发生上述其它情形导致被保险人身故的，我方对该被保险人保险责任终止，并向投保人退还该被保险人的未到期净保费。

If the insured person dies due to the other exclusions as mentioned above, Our insurance liability towards the insured person shall terminate, and We shall refund to the policyholder the Net Unearned Premium of the insured person.



第三章 保险金额及保险费

Chapter Three

Sum Insured and Premium

第七条 基本保险金额及保险金额

Clause 7 Basic Sum Insured and Sum Insured

本合同的基本保险金额由您我双方约定并于保险单上载明。

The basic sum insured of the Contract has been agreed to by You and Us and indicated in the policy.

本合同的保险金额根据被保险人的实际年龄变化而降低。如果被保险人的实际年龄小于 65 周岁,则该被保险人的保险金额等同于基本保险金额;如果被保险人的年龄为 65 或 65 周岁以上,但是在 70 周岁以下,则该被保险人的保险金额为基本保险金额的 65%;如果被保险人的年龄为 70 周岁,则该被保险人的保险金额为基本保险金额的 50%。

The sum insured of the Contract shall be reduced as the actual age of the insured person changes. If the insured person is under the age of 65, the sum insured for the insured person shall be the same as the basic sum insured. If the insured person is at or above the age of 65, but under the age of 70, the sum insured for the insured person shall be 65% of the basic sum insured. If the insured person is at the age of 70, the sum insured for the insured person shall be 50% of the basic sum insured.

上述保额金额的变化将于该被保险人到达变化年龄之后的首个**保险费到期日**起生效。

The above-mentioned change of sum insured shall start to take effect upon the first Due Date of Premium Payment after the insured person has reached one of the ages for change of sum insured.

第八条 保险费

Clause 8 Premium

本合同的保险费在本合同保险单中载明,您方应该在每一个**保险费到期日**之前支付该笔保险费。

The premium of the Contract is indicated in the policy for the Contract. You should pay the premium before each Due Date of Premium Payment.

本合同的交费方式可以为月交、季交、半年交或年交。您方按本合同的规定支付每一笔保险费之后,我方将按时提供保障,直至下一笔保险费到期。

The premium for the Contract can be paid on monthly, quarterly, half-yearly or annual basis. After You pay each sum of premium according to the stipulations of the Contract, We shall provide coverage on time until next sum of premium is due.



第九条 费率调整

Clause 9 Readjustment of Rate of Premium

在符合中国保险监督管理机构的规定的前提下，我方可以对费率进行调整，并提前至少 31 天发出费率调整的书面通知。费率仅可在本合同生效满 12 个月之后才能做出改变。在一个 12 个月的保险期间内保险费最多只能提高一次。如果保险费的提高不是在**保险费到期日**开始实行的，则在保险费提高日实行按比例增加的保险费，按比例增加对应于从保险费提高日至下一个**保险费到期日**期间的保险费。如果保险费的降低不是在**保险费到期日**实行的，则在保险费降低日实行按比例降低的保险费，按比例降低对应于从保险费降低日至下一个**保险费到期日**期间的保险费。

On condition that it is in compliance with the regulations of the China Insurance Regulatory Commission, We can readjust rates of premium. We need to issue at least 31 day's prior written notice. Rate of premium can be changed only after the Contract has been in force for 12 months. Within an insurance period of 12 months, rate of premium can be raised only once at most. If the rate of premium is raised on a date other than a Due Date of Premium Payment, a pro rata premium shall apply on the date of raising. The increased part of premium on pro rata basis shall correspond to period from the date of raising to the next Due Date of Premium Payment. If the premium is reduced on a date other than a Due Date of Premium Payment, a premium reduced on pro rata basis shall apply on the date of premium change. The premium reduced on pro rata basis shall correspond to the period from the date of premium change to the next Due Date of Premium Payment.

如果在生效日与续保日两者中的较后者之后，登记被保险人及连带被保险人的人数增减幅度达到 15% 或以上，我方有权立即调整费率。

If the number of insured persons and the additional insured persons increases or decreases by 15% or more after the effective date or renewal date whichever is later, We have the right to make readjustments to the rate of premium immediately.

第十条 未交纳保险费的处理

Clause 10 Treatment of Premium Unpaid

若您方选择的交费方式为月交，您方支付首期保险费后，在以后任何一个**保险费到期日**未支付当期保险费的，本合同自该保险费到期日的 24 时起中止效力，我方不承担效力中止日之后的保险责任。

If You choose to pay premium on monthly basis, and if the due premium for the period is not paid on any Due Date of Premium Payment after You have paid the initial premium, the Contract shall suspend its effectiveness on 24:00 hours on that Due Date of Premium Payment. **We shall not bear the insurance liability after the date of suspension.**



若您方自合同效力中止后的 31 日内补交全部欠交保险费，本合同恢复效力，我方继续自上一个**保险费到期**日起承担保险责任。

If You pay all the unpaid due premium within 31 days after the Contract is suspended, the effectiveness of the Contract shall be restored. We shall continue to take the insurance liability as from the last Due Date of Premium Payment.

若您方自合同效力中止后的 31 日内仍未补交全部欠交保险费，则本合同自上一个**保险费到期**日的 24 时起效力终止。

If You do not pay all the unpaid due premium within 31 days after the Contract is suspended, the Contract shall be terminated at 24:00 hours on the last Due Date of Premium Payment.

第四章 保险期间及续保

Chapter Four

Insurance Period and Renewal

第十一条 保险期间

Clause 11 Insurance Period

您方提出保险申请、我方同意承保，且我方收到您方交纳的首期保险费后，本合同生效。

If You submit the application for insurance, and if We agree to underwrite the insurance, the Contract shall start to take effect when We have received the initial premium from You.

合同生效日期在保险单中载明。本合同自该生效日期的 24 时（北京时间）开始生效。

The Date of Taking Effect is indicated in the policy. The Contract shall start to take effect at 24:00 hours (Beijing time) on the Date of Taking Effect.

本合同的保险期间为 1 年。

The insurance period of the Contract is 1 year.

第十二条 续保

Clause 12 Renewal

保险期间届满时，经您方提出申请，我方审核同意后，本合同可以续保。

Upon the expiry of the insurance, if You submit the application for renewal and We approve the renewal after reviewing the application, the Contract can be renewed.



第五章 合同解除及内容变更

Chapter Five

Termination of the Contract and Modification of Contents

第十三条 投保人解除合同

Clause 13 The Contract being terminated by the policy holder.

1. 本合同成立后，您方可以要求解除本合同，但已经发生**保险金**给付的，您方不得要求解除本合同。您方要求解除本合同时，应填写解除合同申请书，并提交投保人证明、保险合同和最近一次保险费交费凭证；

1. After the inception of the Contract, You may require to terminate the Contract. However, in the case of Insurance Benefits having been paid, You cannot require to terminate the Contract. When You require to terminate the Contract, You should complete an application for termination of the Contract, and submit policyholder's statement, the insurance contract and evidence of the last payment of premium;

2. 本合同自**我方**接到解除合同申请书时终止。**我方**于接到上述证明和资料之日起三十日内，向您方扣除手续费后退还未满期净保费。

2. The Contract shall be terminated upon Our receipt of the application for termination of the Contract. We shall refund to You the Net Unearned Premium after the deduction of formalities charges within 30 days after the date of receiving the above- mentioned evidence and materials.

第十四条 合同内容变更

Clause 14 Modification of the Contents of the Contract

本合同有效期内，经您我双方协商一致，可以变更本合同的有关内容。变更本合同的，**我方**将会在原保险合同上批注，或者给您方寄送批单。

During the effective period of the Contract, the relevant contents of the Contract can be modified after consultation and agreement reached between You and Us. In the case of modification of the Contract, We shall attach endorsements to the original Contract, or send the endorsements to You.

第六章 索赔

Chapter Six

Claims



第十五条 保险事故通知

Clause 15 Notification of Accidents Insured Against

您方或受益人应于知道保险事故发生之日起十天内通知我方。如果您方或者受益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，我方对无法确定的部分，不承担给付保险金的责任，但我方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我方确定保险事故的性质、原因、损失程度的除外。

You or the Beneficiary should give Us notice within 10 days after the date of an Accident Insured Against occurring. If You or the Beneficiary fail to give notice in time either intentionally or due to gross negligence, and if this failure results in the difficulty to determine the nature, causes, extent of loss and other things of the Accident Insured Against, We shall not be liable for the compensation of Insurance Benefits for the parts of loss which cannot be determined, except for that We have already known or shall have known the occurrence of the Accident Insured Against in time, or that, the failure to give notification does not influence Us in determining the nature, causes and extent of loss of the Accident Insured Against in spite of that failure.

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。

Any additional charges in investigation occurring due to the delay in giving notification shall be borne by the Beneficiary, except for the delay occurring due to Force Majeure.

第十六条 宣告死亡处理

Clause 16 Handling of Declared Death

如果被保险人在本合同有效期内失踪，之后经人民法院判决宣告死亡，我方以判决书宣告的被保险人身故日期作为保险事故发生日期，按本合同约定给付身故保险金，对该被保险人的保险责任终止。

If the insured person disappears within the effective period of the Contract, after the people's court of law makes a judgment and declares the death of the insured person, We shall deem the date of death of the insured person declared by the judgment as the date of the Accident Insured Against occurring, and pay the death benefits according to the stipulations of the contract. The Insurance liability to the insured shall be terminated then.

如果被保险人在宣告死亡后生还，身故保险金的受领人应于知道被保险人生还之日起 30 日内向我方退还已给付的身故保险金，本合同的效力由您我双方依法协商处理。

If the insured person turns out to be alive after the declaration of death, the recipient of the death benefits shall refund to Us the benefits which have already been paid within 30 days after the recipient knows the insured person is still alive. Consultation shall be conducted in accordance with laws on how to treat the effectiveness issues of the Contract between You and Us.



第十七条 诉讼时效

Clause 17 Statute of Limitation for Litigation

受益人向我方请求给付保险金的诉讼时效期间为五年，自其知道或应当知道保险事故发生之日起计算。

The statute of limitation for litigation for the Beneficiary to require Us to pay the Insurance Benefits is 5 years starting from the date when the Beneficiary knows or should know the Accident Insured Against occurring.

第十八条 保险金的申请

Clause 18 Application for Insurance Benefits

一、在申领身故保险金时，申请人须填写《索赔申请表》，并提供下列所有证明和资料原件：

1. When applying for the death benefits, the applicant must complete the Claims Form and submit all the following evidence and materials in original:

(1) 被保险人保险凭证或投保证明；

(1) the insured person's insurance certificate or evidence of insurance;

(2) 被保险人户籍注销证明及身份证明；

(2) the evidence of cancellation of the insured person's household registration and evidence of insured person's identity;

(3) 受益人户籍证明、身份证明及与被保险人的关系证明；

(3) evidence of the Beneficiary's household registration and evidence of the Beneficiary's identity as well as the evidence of the relationship with the insured person;

(4) 医院或公安部门出具的被保险人死亡证明书，或法院出具的宣告死亡判决书；

(4) the evidence of death of the insured person issued by Hospitals or public security departments, or the judgment declaring the death issued by the courts of law;

(5) 申请人能够提供的与本项保险金申领有关的诊疗资料及其他证明、报告和文件；

(5) the medical materials, other evidence, reports and documents relevant to the application for the Insurance Benefits that the applicant can provide;

(6) 我方要求提供的与本项保险金申领有关的其他文件。

(6) Any required document related to applying claim.

二、申领保险金时其他注意事项



2. Other Particulars to Be Noted When Applying for Insurance Benefits

委托他人申领**保险金**时，受托人必须提供本人的有效身份证件及委托人亲笔签名的授权委托书。

When entrusting other persons to apply for the Insurance Benefits, the entrusted person must submit his or her valid identity documents as well as the authorized entrustment letter signed by the entrusting party.

保险金作为被保险人的遗产时，继承人必须提供可证明其合法继承权的相关权利文件。

When the Insurance Benefits are treated as legacy of the insured person, the inheritor must submit the documents of relevant rights which can prove the inheritor's legal rights to inherit.

受益人或继承人为未成年人或无民事行为能力人时，由其合法监护人代其申请领取**保险金**，该监护人必须提供**受益人**或继承人为未成年人或无民事行为能力人的证明，以及该监护人具有合法监护权的证明。

If the Beneficiary or inheritor is a minor, or is incapable of civil acts, his or her legal guardian shall apply for the Insurance Benefits on his or her behalf. This guardian must submit the evidence that the Beneficiary or inheritor is a minor, or is incapable of civil acts, as well as the evidence that the guardian has the legal authority to be the guardian.

以上证明或资料不完整的，**我方**将及时一次性通知申请人补充提供有关证明和资料。

If the above evidence or materials are incomplete, We shall notify the applicant in time once for all to supplement and provide the relevant evidence and materials.

第十九条 保险金的给付

Clause 19 Payment of Insurance Benefits

我方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，**我方**将在调查核实后作出核定。

After receiving the application for claims payment and relevant evidence and materials, We shall make check and review in time. In the case of complicated situations or the nature, causes, extent of loss and other things of the Accident Insured Against being difficult to be determined, We shall make decisions after checking and investigation.

对属于**保险责任**的，**我方**在与**受益人**达成给付**保险金**的协议后 10 日内，履行给付**保险金**义务。

For the loss covered under Our insurance liability, We shall perform Our responsibility to pay the Insurance Benefits within 10 days after We have reached agreement with the Beneficiary on the payment of the Insurance Benefits.

我方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。

If We fail to perform Our responsibility stipulated as mentioned above, in addition to paying the Insurance Benefits, We shall make compensation for the loss thus incurred to the Beneficiary.



对不属于保险责任的，我方自作出核定之日起 3 日内向受益人发出拒绝给付保险金通知书并说明理由。

For the loss which is not covered under Our insurance liability, We shall issue to the Beneficiary the notification of denial of Insurance Benefits payment within 3 days after the date of making the decision.

我方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；我方最终确定给付保险金的数额后，将支付相应的差额。

Within 60 days after We receive the application for claims payment and relevant evidence and materials, if the amount of Insurance Benefits to be paid cannot be determined, the part of the Insurance Benefits which can be determined according to the available evidence and materials shall be paid out first. After having finally determined the amount of Insurance Benefits payment, We shall pay the remaining part.

保险金以人民币支付，不含利息。

The Insurance Benefits shall be paid in RMB currency, excluding interests.

第七章 其他规定

Chapter Seven

Other Stipulations

第二十条 明确说明和如实告知

Clause 20 Clear Statement and Truthful Disclosure

订立本合同时，我方应向您方明确说明本合同的内容。

When concluding the Contract, We shall clearly and explicitly state to You the contents of the Contract.

订立本合同时，我方就您方和被保险人的有关情况提出询问，您方应当如实告知。

When concluding the Contract, if We enquire about You and insured persons, You should make truthful disclosure.

如果您方故意或因重大过失未履行前款规定的如实告知义务，足以影响我方决定是否同意承保或者提高保险费率的，我方有权解除本合同。

If You fail, either intentionally or due to gross negligence, to perform the duty of truthful disclosure as mentioned above, and if this failure is sufficient in influencing Our decision as to whether to accept to



underwrite the insurance or not, or whether to raise the rate premium, We shall have the right to terminate the Contract.

如果您方故意不履行如实告知义务，对于本合同解除前发生的**保险事故**，我方不承担给付**保险金**的责任，并不退还保险费。

If You do not perform the duty of truthful disclosure intentionally, We shall not be responsible for payment of Insurance Benefits for the Accident Insured Against having occurred prior to the termination of the Contract, and We shall not refund the premium.

您方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，对于本合同解除前发生的**保险事故**，我方不承担给付**保险金**的责任，但应当退还保险费。

If You fail to perform the duty of truthful disclosure due to gross negligence, which have influence on the occurrence of the Accident Insured Against, We shall not be responsible for payment of Insurance Benefits for the Accident Insured Against s having occurred prior to the termination of the Contract, but We shall refund the premium.

我方在合同订立时已经知道您方未如实告知的情况的，我方不得解除合同；发生**保险事故**的，我方承担给付**保险金**的责任。

If, when concluding the Contract, We already know that You have not made truthful disclosure, We shall not terminate the Contract. We shall be responsible for payment of Insurance Benefits for the Accident Insured Against which have occurred.

第二十一条 受益人

Clause 21 Beneficiary

被保险人可以指定一人或多人作为其身故**保险金**的**受益人**。**受益人**为多人时，可以确定受益顺序和受益份额；如果没有确定受益份额的，各**受益人**按照相等份额享有受益权。

The insured person may designate one person or more as the Beneficiaries for the death benefits. When there are more than one Beneficiary, sequence and share of benefits can be designated. If the share of benefits is not designated, the Beneficiaries have the right to share the benefits equally.

投保人为与其有劳动关系的劳动者投保人身保险，不得指定被保险人及其近亲属以外的人为**受益人**。

The policyholder ,when applying for insurance of person for the employees employed by the policyholder, cannot designate persons other than the insured person and his or her close dependents as Beneficiaries.

如果被保险人为无民事行为能力人或限制行为能力人的，可以由其监护人指定**受益人**。

If the insured person is incapable of civil acts, or has limited capability of civil acts, his or her guardian can designate the Beneficiary.



被保险人可以变更**受益人**并及时通知**我方**。**我方**收到变更**受益人**的通知并审核通过后，在保险单或其他保险凭证上批注，或者寄送批单。该申请于**批注生效日期**起生效。

The insured person can change the Beneficiary, and must then notify Us in time. After We receive the notification of changing the Beneficiary, examine and approve the change, endorsements shall be attached to the policy or insurance certificate, or they shall be mailed out. The application for the change shall start to take effect upon the Date of Endorsement Taking Effect.

投保人在指定和变更**受益人**时，必须经过被保险人同意。因**受益人**变更所引起的法律纠纷，**我方**不负任何责任。

When the policyholder designates or changes Beneficiary, the designation or change must be agreed to by the insured person. We shall not undertake any responsibility for the legal disputes arising from changing Beneficiaries.

被保险人身故后，有下列情形之一的，身故**保险金**将作为被保险人的遗产，由**我方**依照《**中华人民共和国继承法**》的规定履行给付**保险金**的义务：

If one of the following cases occurs, the death benefits shall be treated as the legacy of the insured person after the death of the insured person. We shall perform Our duty to pay the Insurance Benefits in compliance with the Inheritance Law of the People's Republic of China.

(1) 没有指定**受益人**的，或者**受益人**指定不明无法确定的；

(1) The Beneficiary has not been designated, or the Beneficiary has not been clearly designated and then cannot be determined;

(2) 指定的**受益人**先于被保险人身故，没有其他**受益人**的；

(2) The designated Beneficiary dies before the death of the insured person, and there is no other Beneficiary;

(3) **受益人**依法丧失受益权或者放弃受益权，没有其他**受益人**的。

(3) The Beneficiary forfeits or gives up the rights to the benefits, and there is no other Beneficiary.

(4) **受益人**与被保险人在同一事件中身故，且不能确定身故先后顺序的，推定**受益人**身故在先。

(4) The Beneficiary and the insured person dies in the same accident, and the sequence in which their deaths occur cannot be determined. In this case, it is presumed that the Beneficiary dies first.

(5) **受益人**故意造成被保险人身故、伤残、疾病的，或者故意杀害被保险人未遂的，该**受益人**丧失受益权。

(5) If the Beneficiary intentionally causes death, injury and illness of the insured person to occur, or attempts to kill the insured person intentionally and does not succeed, the Beneficiary forfeits his



or her rights to the benefits.

第二十二条 未成年人身故保险金限制

Clause 22 Limits on Insurance Benefits for Death of Minors

为未成年子女投保的人身保险，因被保险人身故给付的**保险金**总和不得超过中国保险监督管理机构规定的限额，身故给付的保险金额总和约定也不得超过前述限额。

In the case of insurance of person purchased in the interests of his or her children who are minors, the total amount of Insurance Benefits payment due to the death of the insured person shall not exceed the limits stipulated by the China Insurance Regulatory Commission. The total sum insured of Insurance Benefits paid for death which is agreed to shall not exceed the above-mentioned limits either.

第二十三条 年龄的计算与错误处理

Clause 23 Computation of Age and Treatment of Errors

一、被保险人的投保年龄为法定身份证件载明的出生日期计算的**周岁**年龄。

1. The age of the insured person for insurance purpose shall be the years of life computed from the date of birth which is indicated in the legal identity documents.

二、**您方**申报的被保险人年龄不真实，并且其真实年龄不符合本合同约定的投保年龄范围的，**我方**可解除本合同或取消该被保险人的资格，并向**您方**退还该被保险人的净保费。解除合同时，**我方**在扣除手续费后按日计算（经过日数不足一日的按一日计算）向**您方**退还未满期净**保费**。若已支付**保险金**，则**我方**有权要求**受益人**退还已支付的全部**保险金**。

2. If the age of the insured person is not truthful, and the true age of the insured person is not within the range of ages eligible for insurance stipulated in the Contract, We can cancel the Contract or cancel the qualifications of the insured person for eligibility, and refund to You the net premium for the insured person. When the Contract is cancelled, after deducting the formalities charges, We shall compute the Net Unearned Premium to be refunded to You on a daily basis (in the case of earned premium for a day not being a full day, that day shall be counted as a full day for earned premium). If the Insurance Benefits has been paid, We have the right to require the Beneficiary to refund the total amounts of Insurance Benefits which have been paid.

三、**您方**申报的被保险人年龄不真实，致使**您方**实付保险费少于应付保险费的，**我方**有权更正并要求**您方**补交保险费，若补交保险费前已发生**保险事故**，则**我方**在给付**保险金**时按照实付保险费与应付保险费的比例折算支付**保险金**；折算给付的**保险金** = 应给交的**保险金** x (实交保险费 ÷ 应交保险费) x 100%；

3. If the age of the insured person declared by You is not truthful, which have resulted in the

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premium actually paid by You being less than that duly payable, We shall have the right to make a correction and require You to pay the part of premium due to be paid. If Accidents Insured Against have occurred before the premium remaining due is paid, when paying the Insurance Benefits, We shall discount Insurance Benefits payment in the same proportion as the premium actually paid being divided by the total premium which should have been paid. The discounted amount of Insurance Benefits to be paid = amount of Insurance Benefits payable x (premium actually paid / premium which should have been paid) x 100%;

四、**您方**申报的被保险人年龄不真实，致使**您方**实付保险费多于应付保险费的，**我方**将多收的保险费无息退还**您方**。

4. If the age of the insured person declared by You is not truthful, which have resulted in the premium actually paid by You being more than that duly payable, We shall refund to You without interests the part of premium which should not have been payable.

第二十四条 被保险人的变动

Clause 24 Change of Insured Person

一、**您方**因成员变动需要增加被保险人的，应书面通知**我方**，**我方**在审核同意并收到本合同规定的保险费后在本合同上批注或出具批单，**我方**自批注或批单载明的生效日零时起开始承担保险责任。

1. If You need to increase the number of insured persons due to change of personnel, You should notify Us in writing. After We review, approve the application and receive the premium stipulated by the Contract, the Contract shall be noted to that effect or attached with endorsements. We start to undertake the insurance liability starting from the 24:00 hours of the date of taking effect indicated by the noting or endorsements.

二、**您方**因被保险人失去成员资格或其他原因需要减少被保险人的，应书面通知**我方**。本合同对该被保险人所承担的保险责任自**我方**收到通知时终止。**我方向**投保人退还其**未到期净保费**。

2. If You need to decrease the number of insured persons due to the insured person becoming unqualified or other reasons, You should send Us notification in writing. The insurance liability undertaken under the Contract towards that insured person shall terminate upon receipt of the notification. We shall refund to the policy holder the Net Unearned Premium for that insured person.

三、如果本合同被保险人人数量减少到少于5人或者少于**您方**中符合参保条件成员总数的100%的，**我方**有权解除本合同，并按照投保人解除合同的有关规定办理。

3. If the number of insured persons under the Contract is reduced to less than 5 or less than 100% of the total number of Your employees who are qualified for participating the insurance, We have the right to terminate the Contract and the procedures can be conducted in accordance with relevant



stipulations related to policyholder terminating the Contract.

关于加入或退出本保险的被保险人，对其保险责任及保险费的收取，我方将适用如下规定：

For the insured person participating or withdrawing from the insurance, We shall apply the following stipulations regarding the insurance liability and charging of premium:

1. 加入。任何在合同月的前 15 天 (含第 15 天) 加入本保险的被保险人或家属，保险责任自加入本合同之日开始，但当月保费将按整月收取。任何在合同月的第 15 天之后加入本保险的被保险人或家属，保险责任自加入本合同之日开始，但当月不收取保险费，自下个月开始收取保险费；

1. Additions - any insured person or dependant (where applicable) who joins the contract during the first 15 days (including the 15th) of a contract month, will be covered from the date of joining but will be billed for the entire month. Any insured person or dependant (where applicable) who joins the contract during the last 15 days of a contract month, will be covered from the date of joining but 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) 退出本保险的被保险人或家属，保险责任至退出本合同之日结束，但当月不收取保险费。在合同月的第 15 天之后退出本保险的被保险人或家属，保险责任至退出本合同之日结束，但将按整月收取保险费。

2. Terminations - any insured person or dependant (where applicable) who leaves the contract during the first 15 days (including the 15th) of a contract month, will be covered up to the date of leaving but will not be billed for that month. Any insured person or dependant (where applicable) who leaves the contract during the last 15 days of a contract month, will be covered up to the date of leaving but will be billed for the entire month.

第二十五条 争议处理

Clause 25 Treatment of Disputes

因履行本合同发生的争议，由我方、您方或者受益人协商解决，协商不成的，可以达成仲裁协议通过仲裁解决，也可以直接向本合同有管辖权的人民法院起诉。

If disputes arise from the performance of the Contract, attempts shall be made to settle the disputes through consultation between You or the Beneficiary and Us. If the dispute cannot be settled through consultation, an arbitration agreement can be reached and attempts shall be made to settle the disputes through arbitration; or, lawsuit may be directly launched to people's courts of law which have jurisdiction authority over the Contract.



第二十六条 释义

Clause 26 Definitions

在本合同中，下列用语具有如下特定的含义：

In the Contract, the following terms have specific meanings as follows:

[您方]：指投保本保险的投保团体，即本保险的投保人。

You: refers to the institution which applies for this insurance, ie, the policyholder for this insurance. The term of Your shall have the same meaning.

[我方]：指招商信诺人寿保险有限公司。

We: refers to CIGNA & CMC Life Insurance Company Limited. The terms of Our and Us shall have the same meaning.

[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。

The People's Republic of China: refers to China. The People's Republic of China referred to in the Contract does not include Hong Kong, Macau and Taiwan for the purpose of the Contract.

[意外事故]：指突然发生、不可预见的事件。

Accident: refers to unpredictable events which suddenly occur.

[保险金]：指在发生保险事故的情况下，我方根据本合同的规定而支付的金额。

Insurance Benefits: refers to the sum which We pay according to the stipulations of the Contract if an Accident Insured Against occurs.

[周岁] 指按法定身份证明文件中记载的出生日期计算的年龄，自出生之日起为零周岁。

[Age] Age is calculated using the birth date that is stated in an official identification document, a person is age 0 on the day of birth.

[毒品]：指中华人民共和国刑法规定的鸦片、海洛因、甲基苯丙胺（冰毒）、吗啡、大麻、可卡因以及国家规定管制的其他能够使人形成瘾癖的麻醉药品和精神药品，但不包括由医生开具并遵医嘱使用的用于治疗疾病但含有毒品成分的处方药品。

Drugs: refer to opium, heroin, methamphetamine, morphine, marijuana, cocaine stipulated in the criminal laws of the People's Republic of China, as well as the other narcotic drugs and psychotropic drugs use of which can lead to addiction to them and which are under the control of the regulations of the state, but excluding the recipe medicines containing components of the Drugs prescribed by Doctors for treatment of diseases and used in accordance with the advice of Doctors.

[医生]：指在医院内合法执业并具有医师执照的人。为被保险人诊疗的医生不能是被保险人本人或其家庭成员，也不能是任何与被保险人具有商业联系的医生。

Doctor: refers to a person who practices legally in Hospitals with doctor's license. The doctor diagnosing and treating the insured person cannot be the insured person himself or herself, or a



member of his or her family, or any doctor who has commercial relationship with the insured person.

[酒后驾驶]：指经检测或鉴定，发生事故时车辆驾驶人员每百毫升血液中的酒精含量达到或超过一定的标准，公安机关交通管理部门依据《道路交通安全法》的规定认定为饮酒后驾驶或醉酒后驾驶。

Drink Driving: refers to the situation where, according to testing or appraisal, the alcohol contents per 100 milliliter of blood of the driver of the vehicle at the time of accident occurring reach or exceed a specific standard, and the public security transport administration authorities determines that this constitutes an act of drink driving or drunk driving according to the Safety Law for Road Communication.

[无合法有效驾驶证驾驶]：指下列情形之一：

Driving without valid driving License: refers to one of the following situations:

一、没有取得驾驶资格；

1. having not acquired the qualifications for driving;

二、驾驶与驾驶证准驾车型不相符合的车辆；

2. driving a type of vehicle which is not within the range of types of vehicle allowed for driving by the driving license;

三、持审验不合格的驾驶证驾驶；

3. driving with a driving license which has been examined to be unqualified;

四、持学习驾驶证学习驾车时，无教练员随车指导，或不按指定时间、路线学习驾车。

4. while learning to drive with a learning driving license, driving without a coach present in the same vehicle, or not learning to drive in accordance with the designated time and routes.

[无有效行驶证]：指下列情形之一：

Having No Valid On-Road License: refers to one of the following situations:

一、机动车被依法注销登记的；

1. the registration of a motor-driven vehicle has been legally cancelled;

二、未依法按时进行或通过机动车安全技术检验。

2. a vehicle has not gone through the safety and technical testing and examination on time, or has not passed the technical testing and examination.

[战争]：指无论宣战与否的**战争**，或者是任何类似**战争**的行动，包括由政权国家出于经济、领土、民族、政治、种族、宗教等目的所采取的任何军事行动。

Wars: refers to wars declared or undeclared, or any actions similar to wars, including any military actions adopted by states for the economic, territorial, national, political, racial, religious and other



purposes.

[恐怖主义]：指危害人身或财产的武力行动、武力威胁、暴力行动、暴力威胁，或下达上述行动的命令。或是指下达破坏干扰电子或通讯系统行动的命令，且无论执行这一行动的个人或团体是否与任何组织、政府、政权、主权、军权有任何联系。这类行动、威胁、命令会有威吓、强迫、伤害政府或人民或扰乱经济的效果。

Terrorism: refers to armed actions, armed threats, actions of violence and threats of violence which endangers safety of persons or property, or orders to take the actions as mentioned above, or issuing orders to take actions to destroy or interfere with electronic or communications systems, no matter whether the individuals or groups implementing the actions have any relations with any organizations, governments, states, sovereigns or military authorities. These types of actions, threats and orders have the effect of threatening, forcing and damaging governments or people or deranging the economy.

[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**。

Due Date of Premium Payment: refers to the date when the policy holder should pay the premium for the Contract. The Date of Taking Effect of the Contract shall be the first Due Day of Premium Payment.

对于包括年交方式在内的交费方式，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**。

For premium payment methods including the payment on annual basis, if there is no date corresponding to the Date of Taking Effect in any month, the last date of the month shall be the Due Date of Premium Payment.

[生效日期]：指保险单上在“**保险合同生效日期**”一栏中所显示的年月日。本合同的保障自**生效日期**的 24 时（北京时间）开始生效。

Date of Taking Effect: refers to the date, month and year shown in the line for “Date of Taking Effect of the Insurance Contract” on the insurance policy. The coverage of the Contract shall start to take effect at 24:00 hours (Beijing time) of the date of taking effect.

[未到期净保费]：指未到期保险费扣除和保险合同相关的手续费后的剩余保费。其计算公式为：
最近所支付的保险费 X (1 - 该保险费所保障的已经过天数/该保险费所保障的期间天数) X (1 - 25%)

Net Unearned Premium: refers to the remaining premium after the unearned premium minus the formalities charges related to the insurance Contract. The computation formula is as follows: premium recently actually paid x (1 – number of days elapsed for the coverage corresponding to the above-mentioned premium / the number of days of the coverage corresponding to the same above-mentioned premium) x (1 – 25%).



[受益人]：指享有**保险金**请求权的人。

Beneficiary: refers to the person who has the right to claim for the Insurance Benefits.

[保险事故]：指本合同约定的**保险责任**范围内**的事故**。

Accidents Insured Against: refer to the accidents which are within the scope of the insurance liability stipulated by the Contract.

[不可抗力]：指不能预见、不能避免和不能克服的**客观情况**。

Force Majeure: refers to the objective situations which cannot be predicted, avoided and overcome.

[医院]：指除下述三项所列**医院**以外的**二级及以上公立医院**，该种级别是按照**中华人民共和国**卫生部所颁布的分类标准划分的。本合同所提及的**医院**还包括**我方**所认可的**香港、澳门、台湾**地区**医院**和**国外医院**，该**医院**应该是一种合法成立并按照当地法律营运的机构，其主要业务是在居民住院的基础上接收、护理和治疗病人或伤员，并且拥有**诊断和内外科设施**，同时还有合格**医师及护士**驻院提供全天 24 小时治疗和护理服务。**本合同中所提及的医院不包括：**

Hospitals: refer to public hospitals of second category or higher categories, which are categorized in accordance with the categorization standards published by the Ministry of Health of the People's Republic of China, other than the following three types of hospitals mentioned below. The hospitals referred to in the Contract include hospitals in Hong Kong, Macau and Taiwan areas and foreign hospitals which have been accepted by Us, and which have been legally set up, and which possess diagnosis and internal and surgical facilities, where, at the same time, there are qualified doctors and nurses in the hospitals providing treatment and nursing service on a 24 hours full time basis. **The hospitals referred to in the Contract exclude:**

一、健康水疗或自然治疗诊所，疗养院，或医院中提供护理、康复、恢复治疗的科室或病区；

1. Health spa or natural treatment clinics, sanitariums, or departments or wards providing nursing, rehabilitation, recovery treatment service in hospitals;

二、精神病院，主要治疗精神或心理疾病的机构，以及医院中治疗精神病的科室或病区；

2. Mental homes, institutions mainly for treatment of mental or psychiatric diseases, as well as the departments or wards for treatment of psychiatric diseases in hospitals;

三、养老院、戒毒所或戒酒所。

3. Homes for the elderly, drug addiction treatment centers or alcohol addiction treatment centers.

[批注生效日期]：指您方及被保险人在本合同有效期内根据本合同的规定申请变更合同内容，经我方审核批准后在批注上所注明的该变更生效的起始年月日。批注中所包含的变更将自批注生效日期的 24 时起开始产生效力。

请扫描以查询验证条款
招商信诺[2013] 定期寿险 075 号



Date of Endorsements Taking Effect: refers to the date, month and year indicated in endorsements upon which the modifications of the contents of the Contract start to take effect. The changes and modifications shall have been applied for by You and the insured person according to the stipulations of the Contract within the effective period of the Contract and have been approved by Us. The changes and modifications contained in the endorsements shall start to take effect at 24:00 hours of the Date of Endorsement Taking Effect.

Notice: Insurance clauses are provided in both Chinese and English. The English version is for reference only. In the case of any inconsistency or conflict between the Chinese and English versions, the Chinese version shall prevail.