



# AXA Personal Accident Travel Insurance

## Important Reminder

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

## How your insurance operates

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

- the insurance application form you have submitted to the insurer;
- any statement or declaration made by the insured person;
- these Insurance Clauses;
- the insurance policy schedule (including the detail of benefits);
- the insurance certificate;
- any ancillary agreement or attached contract;
- any endorsement and/or particular clauses.

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

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



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## Chapter I : Basic Clauses

### Insurance Period

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

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

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

### 1. Insurance for a Single Trip

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

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

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

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

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

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

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

### 2. Insurance Period of One Year

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

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

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

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



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### Automatic Extension of the Coverage Period

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

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

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

### Sum Insured

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

### The Policy Holder

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

### The Insured Person

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

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

### Reduction of the number of Insured Person

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

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

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

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



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## Beneficiaries

The beneficiaries under this Insurance Contract shall include:

### 1. beneficiaries of benefits for death

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

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

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

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

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

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

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

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

## Determination of Age and Settlement of Errors

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

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

## The Change of Domicile or Mail Address

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

## Modification of Contractual Contents

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



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

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

### Payment of Insurance Premiums

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

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

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

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

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

### Grace Period

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

### Renewal of Insurance

Only when the insurance period is one year may the policy holder pay renewal insurance premiums to the insurer for the sake of insurance renewal at or prior to the expiry of each insurance period. If the insurer agrees to renew the insurance contract and the policy holder has paid the insurance premiums for the renewed period, this Contract will continue to be effective during the next insurance period. This Contract may be renewed in the above said insurance renewal method until the first expiry date of the insurance policy schedule after all the insured persons have reached the maximum age for insurance underwriting as agreed in the insurance application form under this Contract.

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

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

### Obligation of Representation and Effectiveness of the Contract

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

1. If the intentional non-performance of the obligation of representation is enough to directly affect the insurer's decision on whether to insure this Contract or to raise the insurance premium rate, the insurer shall have the right to, irrespective of whether an insurance accident has occurred by that time, terminate this Contract according to relevant legal provisions, and will not refund the insurance premium. The insurer shall not be liable for indemnifying or paying benefits for the insurance accidents occurring before this Contract is terminated. If the aforesaid intentional failure to perform the obligation of representation only directly affects the insurer's decision on whether to insure a certain person, such person shall be disqualified as an insured person; the insurer shall not bear any insurance liability for the insurance accidents occurring before the insured person is disqualified as an insured person.



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

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

### Termination of the Contract

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

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

- 1) the application for termination of the insurance contract;
- 2) original copy of the insurance contract;
- 3) proof of the payment of insurance premium;
- 4) identity certificates of the policy holder and the insured person;
- 5) proof on the force majeure event.

2. For an insurance policy schedule whose insurance period is one year, the policy holder may, within the validity period of this Contract, apply to the insurer for surrender of insurance in writing at least thirty days in advance, unless the insurer has paid the benefits pursuant to this Insurance Contract. This Contract will be terminated at 24 o'clock on the date of termination of the contract as specified in the written notice. At the time of surrender, the insurer will, at the proportion in the following table, refund the insurance premium that the policy holder has paid under this Contract:

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

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

- 1) the application for termination of the insurance contract;
- 2) the original copy of the insurance contract
- 3) proof of the payment of insurance premium;
- 4) identity certificates of the policy holder and the insured person.



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

### Termination of the Contract

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

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

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

### Notification of the Insured Accident

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

### Proof Documents and Claims

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

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

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

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



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

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

The limitation of action for the claimant to claim against the insurer under this Contract for indemnification or payment of the benefits shall be two years, commencing as of the date when he knows or ought to know the occurrence of the insured accident.

### Notice on Supplement of Claiming Certificates and Documentations

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

### Obligation of Making Prior Indemnity

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

### Physical Examination and Judicial Authentication

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

### Exchange Rate for Settlement of Benefits

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

### Frauds

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

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

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

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

### Settlement of Disputes

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

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

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

The insured person and the insurer shall, at the time of execution of the insurance contract, determine either of the above mentioned methods as the dispute settlement method. Unless particularly agreed, the second method shall be the arbitration method implied in this Contract.



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## Governing Law

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

## Miscellaneous

### 1. Compliance with the Terms and Conditions

It will be the prerequisite for the insurer to bear any indemnity liability under this insurance policy schedule that the insured person or any person on behalf of him/her completely abides by and performs all terms and conditions stipulated in the insurance policy schedule, as well as accomplishes and complies with the relevant matters.

### 2. Reasonable Care

The insured person or insured member shall act prudentially and take reasonable care to prevent and avoid the occurrence of any insurance accident, accidental injury, disease or losses.

### 3. Post-indemnity Rights of the Insurer

The insurer shall have the right to, in the name of the insured person or insured member and on his behalf, refute any lawsuit and pay the indemnity, and shall also have the rights to, for maintaining its own benefits and at its own costs, make recourse against the third party for the matters covered by this insurance policy schedule and independently appoint lawyers for this purpose. If the insured person or insured member dies, the insurer shall have the right to, at its own costs, request the judicial authentication institution to authenticate the insurance accident.

### 4. No Assignment

This Insurance Contract shall be assigned. The insurer does not accept any transaction such as trust, trusteeship, mortgage or assignment of this Insurance Contract.

### 5. Clerical Errors

The insurer's clerical errors shall not cause the originally effective insurance liability to be ineffective, nor shall it cause the originally ineffective insurance liability to be effective.

## Chapter II : Insurance Liability

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

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

### 1. Benefits for Accidental Death

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

If, within the validity period of this Contract, any insured person meets with an accident within the travel period and has been missing since the occurrence of the accident, and is later declared by the people's court as dead, the insurer shall pay the benefits for death to the beneficiary the sum insured for the insured person as specified in the insurance policy schedule. If, however, the insured person is later found to be alive after being declared as dead, the recipient of benefits shall, within 30 days after he knows or ought to know the insured person's being alive, refund the benefits for death paid by the insurer. This Insurance Policy Schedule does not cover the accidental death hypothesized due to the insured person's being missing.

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

### 2. Benefits for Accident-Caused Disability

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



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

If the insured person is suffered from two or more disabilities listed in the 'Evaluation Standards for Injuries and Disabilities Covered by Personal Insurance' due to the same accident or different accidents, and the disabilities are not in the same organ or limb, the insurer will pay the sum of benefits for all the disabilities, provided that the total payment amount shall be to the limit of the sum insured for the insured person under this Contract as specified in the insurance policy schedule.

If the insured person has already been disabled prior to the accident, the insurer shall pay the benefits for the disability at the payment proportion corresponding to the combined disability in the 'Evaluation Standards for Injuries and Disabilities Covered by Personal Insurance', provided that it shall deduct the benefits for the disability corresponding to the original disability in the 'Evaluation Standards for Injuries and Disabilities Covered by Personal Insurance'.

### 3. Insurance Liability for Accident-Caused Burns

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

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

Irrespective of whether the burns are caused from the same accident, as long as it occurs to different organs or limbs, the insurer shall pay the sum of benefits for all burns, provided that the total payment amount shall be to the limit of the sum insured for the insured person under this Contract as specified in the insurance policy schedule.

### 4. Accidental Indemnity for Public Conveyance

If, within the validity period of this Contract, any insured person meets with an accident under this

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

### 5. Accidental Compassionate Cash Relief

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

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

## Chapter III : Exclusion of Liability

The insurer shall not bear any indemnity liability for any insured accident occurring during the

following period or arising from any of the following causes:

1. war, military action, riot or armed rebellion; invasion, enemy's act, hostile action (whether declared or not), civil war, rebellion, revolution, uprising, military action or usurping on power, confiscation, nationalization, requisition, damage or destruction of properties as per any government's or national authority's command, riot or commotion;
2. explosion, burns, pollution or radiation caused from any biological, medical or atomic weapon or any atomic or nuclear device; ionizing radiation or radioactive energy pollution coming from any radioactive nuclear fuel or from any nuclear waste generated from fuel combustion, radioactive and toxic explosion, or other dangerous substance of any explosive nuclear device or its nuclear parts;



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3. the policy holder's intentional acts; or the insured person injures himself or commits a suicide (irrespective of whether his minds are clear or not at that moment).
4. Fight or being attacked or murdered due to the insured person's provocation or intentional act;
5. the insured person participates in a military or police task or implements a task in the identity of a law enforcer;
6. injury incurred from the insured person's engaging in any illegal or criminal activity or from his resisting arrest; and the period when he is detained by the judicial authority or stays in prison after a sentence;
7. the insured person is in a period of being indulgent in excessive alcohol or affected by alcohol, drug or controlled medicine; accident occurring to the insured person due to mental disorder or abnormality.
8. the insured person is in a period of driving under influence of alcohol, unlicensed driving or driving any motor public conveyance without a valid license; the insured person takes a public conveyance illegally or takes a public conveyance not registered and permitted by the local government department;
9. the insured person does not obey the doctor's advice or prescription, and privately takes, applies or injects any drug;
10. the insured person is in the period of having a sexual disease or sexually transmitted disease, including acquired immune deficiency syndrome (AIDS) or the period of being infected by human immunodeficiency virus (HIV) (the above terms shall have the meanings Formatted: Highlight defined by the world trade organization). If the above virus or its antibody is found from the insured person's blood sample, it shall be affirmed that the patient has been infected with such virus);
11. the insured person is in a period of staying in any airplane or air public conveyance (unless he takes a civil or commercial flight in the identity of a passenger);
12. pre-existing condition or the insured person's previous health conditions not declared to the insurer and not accepted by the insurer in writing;
13. despite that licensed doctor does not consider it suitable for travel, the insured person still continues the travel;
14. the insured person takes part in any occupational sport, contest or any award-based or remuneration-based sport;
15. the insured person takes part in a horse race, any vehicle performance, vehicle contest or stunt performance;
16. the accident occurring when the insured person takes part in a speed match (except walking), motorcycle match or contest, mountain climbing (by using ropes and pitons reasonably), rock climbing, soaring, gliding, parachute jumping, bungee jumping, adventure, exploration of on-ground holes, flying (unless he takes a civil or commercial flight as a fee paying passenger) or other extreme sport;
17. the insured person is employed by a commercial vessel; is taking service in the navy or air force; implementing occupational operation or testing any type of public conveyance;
18. the insured person engages in an occupational activity of petroleum exploitation, mining, air photographing, treatment of explosives, deforestation, construction undertaking at the work site, transport, carriage, loading and unloading, on-water work, elevated work of level 2 or above (as what is specified in the national standards of the people's republic of china, i.e., GB3608-83);
19. the insured person's pregnancy, abortion, childbirth, disease, drug allergy, food poisoning, facial operation, plastic surgery operation, bacterial or virus infection (except the infection of wound caused from an accidental injury).

### Chapter IV : Definitions

#### Accident as mentioned in this Contract:

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

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

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

#### Burn as mentioned in this Contract:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall mean a disease or accidental injury,

1. within twelve months as of the effectiveness date of the insurance provided by this insurance policy schedule, the insured person was treated in hospital due to such health conditions; or

2. the disease, accidental injury, symptom or sign which, according to the commonly accepted pathologic development science, the insured person has already had within six months before he is insured under this Contract; or the insured person has known or ought to know the existence; irrespective of whether he has sought or accepted medical treatment, medicine treatment, doctor's suggestion or diagnosis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall mean any of the following circumstances:

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



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

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

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

**Claimant as mentioned in this Contract:**

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

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

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

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

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

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

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

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

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

**Evaluation Standards for Injuries and Disabilities Covered by Personal Insurance (Industrial Standards)**

Notes: These Standards set out classifications on functions and injury/disability. There are ten degrees of personal injury/disability, with Level 1 the most serious and Level 10 the least serious.

The percentage of the benefit for each degree of personal injury/disability to the sum insured varies, with the figure being 100% for Level 1 injury/disability and 10% for Level 10 injury/disability.

**1 Nervous system's structure and mental function**

**1.1 Structural damage to the meninges**

Traumatic cerebrospinal fluid rhinorrhea or otorrhea	Level 10
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**1.2 Structural damage to brain and mental dysfunction**

Extreme intelligence defect (IQ≤20) caused by craniocerebral injury, resulting in inability to independently perform basic daily activities and totally reliant on nursing	Level 1
Severe intelligence defect (IQ≤34) caused by craniocerebral injury, necessitating help from others at all times to perform basic daily activities and totally reliant on nursing	Level 2
Severe intelligence defect (IQ≤34) caused by craniocerebral injury, necessitating custody from others often to perform basic daily activities and mostly reliant on nursing	Level 3
Moderate intelligence defect (IQ≤49) caused by craniocerebral injury, necessitating help from others occasionally to perform basic daily activities and mostly reliant on nursing	Level 4



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Note:

1. Reliant on nursing: the degree of reliance on nursing should be judged based on the degree of loss of the ability to perform basic daily activities.

2. Basic daily activities mean: (1) dressing: dressing and undressing by himself; (2) moving: moving from one room to another room by himself; (3) action: going to or getting out of bed or getting on or off wheel chair by himself; (4) going to the toilet: voluntary control over urinary and fecal discharge; (5) eating: getting food on the bowl or plate into his mouth by himself; (6) bathing: taking a bath or shower by himself.

3. Reliance on nursing is at three levels: (1) totally reliant on nursing means that the above six items of basic daily activities cannot be performed without the help of a nurse; (2) mostly reliant on nursing means that three or more of the above six items of basic daily activities cannot be performed without the help of a nurse; (3) partially reliant on nursing means that one or more of the above six items of basic daily activities cannot be performed without the help of a nurse.

### 1.3 Consciousness disorder

Consciousness functions refer to the general mental functions of the state of awareness and alertness, including the clarity and continuity of the wakeful state. Consciousness disorder herein refers to the vegetative state caused by craniocerebral injury.

vegetative state caused by craniocerebral injury	Level 1
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Note: vegetative state means loss of cognitive function caused by severe craniocerebral injury, with unconscious activities, inability to execute order, spontaneous breathing and blood pressure, sleeping-awakening cycle, inability to understand and speak language, ability to open eyes voluntarily or under stimulation, ability to make eye tracking movement with or without purpose, hypothalamus's and brainstem's functions preserved basically.

### 2 Eyes, ears and relevant structure and functions

#### 2.1 Damage to eyeball or visual dysfunction

Visual function refers to sensory functions relating to the sensing the presence of light and sensing the form, size, shape and color of the visual stimuli. Visual dysfunction herein means blindness or low vision.

Loss of both eyeballs	Level 1
Loss of one eyeball and the other eye is blind at 5 level	Level 1
Loss of one eyeball and the other eye is blind at 4 level	Level 2
Loss of one eyeball and the other eye is blind at 3 level	Level 3
Loss of one eyeball and the other eye has low vision at 2 level	Level 4
Loss of one eyeball and the other eye has low vision at 1 level	Level 5
Loss of one eyeball	Level 7

#### 2.2 Visual dysfunction

In addition to blindness and low vision, visual dysfunction herein also includes visual-field defect.

Both eyes are blind at 5 level	Level 2
Both eyes have visual-field defect, less than 5° in diameter	Level 2
Both eyes are blind at 4 or above level	Level 3
Both eyes have visual-field defect, less than 10° in diameter	Level 3
Both eyes are blind at 3 or above level	Level 4
Both eyes have visual-field defect, less than 20° in diameter	Level 4
Both eyes are blind at 2 or above level	Level 5
Both eyes are blind at 1 or above level	Level 6



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Both eyes have visual-field defect, less than 60° in diameter	Level 6
One eye is blind at 5 level	Level 7
One eye has visual-field defect, less than 5° in diameter	Level 7
One eye is blind at 4 or above level	Level 8
One eye has visual-field defect, less than 10° in diameter	Level 8
One eye is blind at 3 or above level	Level 9
One eye has visual-field defect, less than 20° in diameter	Level 9
One eye is blind at 1 or above level	Level 10
One eye has visual-field defect, less than 60° in diameter	Level 10

Note: ① Vision and visual-field

Level	Low vision and blindness grading standards		
	Best corrected vision		
		Best corrected vision is below	Lowest corrected vision is at or above
Low vision	1	0.3	0.1
	2	0.1	0.05 (3m index)
blind	3	0.05	0.02 (1m index)
	4	0.02	light perception
	5	No light perception	

If central vision is good and visual-field narrows, blind at 3 level means that the diameter of visual-field centering on central point of fixation is less than 20° and more than 10° and blind at 4 level means that diameter of visual-field centering on central point of fixation is less than 10°.

The vision herein is subject to the corrected vision which cannot be restored through treatment.

② Visual-field defect means that narrowing of field of vision as eyeballs look directly forward and are unable to turn around as a result of injury, resulting in difficulty in performing normal work, study or other activities.

### 2.3 Damage to lens structure of eyeball

Traumatic cataract	Level 10
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Note:

This section applies in the case of no surgery. The injury/disability level for relevant visual dysfunction left after surgery on traumatic cataract should be assessed with reference to relevant provisions.

### 2.4 Structural damage to eyelid structure

Significant defect in lids of both eyes	Level 8
Ectropion of lids of both eyes	Level 8
Incomplete closure of lids of both eyes	Level 8
Significant defect in lids of one eye	Level 9
Ectropion of lids of one eye	Level 9
Incomplete closure of lids of one eye	Level 9

Note: significant defect in lids means that lids cannot fully cover the cornea when eyes are closed.

### 2.5 Structural damage to auricle or auditory dysfunction

Auditory function refers to sensory functions relating to sensing the presence of sounds and discriminating the location, pitch, loudness and quality of sounds.

Loss of hearing of both ears is more than 91dB (inclusive) and loss of both auricles	Level 2
Loss of hearing of both ears is more than 91dB (inclusive) and loss of one auricles	Level 3



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Loss of hearing of one ear is more than 91dB (inclusive), loss of hearing of the other ear is more than 71dB (inclusive), loss of one auricle and loss of 50% or more of the other auricle	Level 3
Loss of hearing of both ears is more than 71dB (inclusive) and loss of both auricles	Level 3
Loss of hearing of both ears is more than 71dB (inclusive) and loss of one auricle	Level 4
Loss of hearing of both ears is more than 56dB (inclusive) and loss of both auricles	Level 4
Loss of hearing of one ear is more than 91dB (inclusive), loss of hearing of the other ear is more than 71dB (inclusive), and loss of 50% or more of one auricle	Level 4
Loss of hearing of both ears is more than 71dB (inclusive) and loss of 50% or more of one auricle	Level 5
Loss of hearing of both ears is more than 56dB (inclusive) and loss of one auricle	Level 5
Loss of both auricles	Level 5
Loss of one auricle and loss of 50% or more of the other auricle	Level 6
Loss of one auricle	Level 8
Loss of 50% or more of one auricle	Level 9

### 2.4 Structural damage to eyelid structure

Loss of hearing of both ears is more than 91dB (inclusive)	Level 4
Loss of hearing of both ears is more than 81dB (inclusive)	Level 5
Loss of hearing of one ear is more than 91dB (inclusive) and loss of hearing of the other ear is more than 71dB (inclusive)	Level 5
Loss of hearing of both ears is more than 71dB (inclusive)	Level 6
Loss of hearing of one ear is more than 91dB (inclusive) and loss of hearing of the other ear is more than 56dB (inclusive)	Level 6
Loss of hearing of one ear is more than 91dB (inclusive) and loss of hearing of the other ear is more than 41dB (inclusive)	Level 7
Loss of hearing of one ear is more than 71dB (inclusive) and loss of hearing of the other ear is more than 56dB (inclusive)	Level 7
Loss of hearing of one ear is more than 71dB (inclusive) and loss of hearing of the other ear is more than 41dB (inclusive)	Level 8
Loss of hearing of one ear is more than 91dB (inclusive)	Level 8
Loss of hearing of one ear is more than 56dB (inclusive) and loss of hearing of the other ear is more than 41dB (inclusive)	Level 9
Loss of hearing of one ear is more than 71dB (inclusive)	Level 9
Loss of hearing of both ears is more than 26dB (inclusive)	Level 10
Loss of hearing of one ear is more than 56dB (inclusive)	Level 10



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## 3 Sound and speech structure and function

### 3.1 Structural damage to nose

Total loss of external nose	Level 5
Defect in most external nose	Level 7
Defect in nasal tip and one nasal ala	Level 8
Atresia of two nasal cavities or nasopharynx	Level 8
Defect in one nasal ala	Level 9
Atresia of one nasal cavity or nostril	Level 10

### 3.2 Structural damage to oral cavity

Loss of more than 2/3 of tongue	Level 3
Loss of more than 1/3 of tongue	Level 6
Loss of 16 or above teeth caused by damage to oral cavity	Level 9
Loss of 8 or above teeth caused by damage to oral cavity	Level 10

### 3.3 Sound and speech dysfunction

Sound and speech dysfunction herein refers to the loss of speech.

Total loss of speech	Level 8
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Note: total loss of speech shall mean the loss of articulating ability of any three or the four sounds which contribute to the speech (from the labial sounds, alveolar sounds, palatal sounds, and the velar sounds) or total loss of vocal cord or damage to speech center in brain resulting in aphasia. However, all psychiatric related causes are excluded. Medical evidence must be supplied by a qualified otorhinolaryngology specialist.

## 4 Structure and function of cardiovascular, immune and respiratory systems

### 4.1 Structural damage to or dysfunction of heart

Heart and lung joint transplant caused by chest injury	Level 1
Obvious change in electrocardiogram after neoplasty of penetrating wound in heart caused by chest injury	Level 3

Myocardial rupture neoplasty caused by chest injury	Level 8
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### 4.2 Structural damage to spleen

Excision of spleen caused by abdominal injury	Level 8
Partial excision of spleen caused by abdominal injury	Level 9
Spleen rupture neoplasty caused by abdominal injury	Level 10

### 4.3 Structural damage to lung

Excision of one whole lung caused by chest injury	Level 4
Excision of lobes of both lungs caused by chest injury	Level 4
Excision of two lobes of one lung caused by chest injury	Level 5
Excision of lung lobe(s) caused by chest injury	Level 7

### 4.4 Structural damage to thoracic cage

Structural damage to thoracic cage herein refers to the fracture or loss of ribs.

Fracture of 12 or more ribs caused by chest injury	Level 8
Fracture of 8 or more ribs caused by chest injury	Level 9
Loss of 4 or more ribs caused by chest injury	Level 9
Fracture of 4 or more ribs caused by chest injury	Level 10
Loss of 2 or more ribs caused by chest injury	Level 10



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## 5 Structure and function of digestive, metabolic and endocrine systems

### 5.1 Chewing and swallowing dysfunction

Chewing refers to the functions of crushing, grinding and masticating with the back teeth (e.g. molars). Swallowing refers to the functions of clearing the food and drink through the oral cavity, pharynx and esophagus into the stomach at an appropriate rate and speed.

Total loss of function to chew and swallow	Level 1
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Note: loss of function to chew and swallow refers to a state of inability to ingest or swallow foods other than liquid food as a result of the incapableness of chewing and swallowing caused by the organic or functional disturbance due to reasons other than the teeth.

### 5.2 Structural damage to intestine

Excision of more than 90%(inclusive) of small intestine caused by abdominal injury	Level 1
Excision of more than 75%(inclusive) of small intestine caused by abdominal injury, combined with short bowel syndrome	Level 2
Excision of more than 75%(inclusive) of small intestine caused by abdominal injury	Level 4
Excision of rectum and anus, partial excision of colon, colostomy, caused by abdominal or pelvic injury	Level 5
Excision of more than 50%(inclusive) of small intestine, including excision of ileocecus, caused by abdominal injury	Level 6
Excision of more than 50%(inclusive) of small intestine, caused by abdominal injury	Level 7
Excision of more than 50%(inclusive) of colon, caused by abdominal injury	Level 7
Partial excision of colon caused by abdominal injury	Level 8

Rectum/anus injury caused by pelvic injury, resulting in permanent sigmoidostomy	Level 9
Rectum/anus injury caused by pelvic injury, resulting in scar	Level 10

### 5.3 Structural damage to stomach

Excision of whole stomach caused by abdominal injury	Level 4
Excision of more than 50%(inclusive) of stomach caused by abdominal injury	Level 7

### 5.4 Structural damage to or metabolic dysfunction of pancreas

Metabolic dysfunction of pancreas herein means reliance on insulin.

Excision of whole pancreas caused by abdominal injury	Level 1
Excision of more than 50%(inclusive) of pancreas caused by abdominal injury, together with reliance on insulin	Level 3
Excision of pancreas head/duodenum caused by abdominal injury	Level 4
Excision of pancreas head/duodenum caused by abdominal injury	Level 6
Partial excision of pancreas caused by abdominal injury	Level 8

### 5.5 Structural damage to liver

Excision of more than 75%(inclusive) of liver, caused by abdominal injury	Level 2
Excision of more than 50%(inclusive) of liver, caused by abdominal injury	Level 5
Partial excision of liver caused by abdominal injury	Level 8



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## 6 Structure and function of urinary and reproductive systems

### 6.1 Structural damage to urinary system

Excision of two kidneys caused by abdominal injury	Level 1
Excision of one kidney caused by abdominal injury	Level 1
Loss of two ureters caused by pelvic injury	Level 5
Atresia of two ureters caused by pelvic injury	Level 5
Loss of one ureter and atresia of the other ureter caused by pelvic injury	Level 5
Excision of bladder caused by pelvic injury	Level 5
Atresia of urethra caused by pelvic injury	Level 5
Loss of one ureter and serious stricture of the other ureter caused by pelvic injury	Level 7
Atresia of one ureter and serious stricture of the other ureter caused by pelvic injury	Level 7
Excision of one kidney caused by abdominal injury	Level 8
Serious stricture of two ureters caused by pelvic injury	Level 8
Loss of one ureter and stricture of the other ureter caused by pelvic injury	Level 8
Atresia of one ureter and stricture of the other ureter caused by pelvic injury	Level 8
Partial excision of one kidney caused by abdominal injury	Level 9
Loss of one ureter caused by pelvic injury	Level 9
Atresia of one ureter caused by pelvic injury	Level 9

Stricture of urethra caused by pelvic injury	Level 9
Partial excision of bladder caused by pelvic injury	Level 9
Kidney rupture repair caused by abdominal injury	Level 10
Serious stricture of one ureter caused by pelvic injury	Level 10
Bladder rupture repair caused by pelvic injury	Level 10

### 6.2 Structural damage to reproductive system

Loss of two testes caused by perineum injury	Level 3
Complete atrophy of two testes caused by perineum injury	Level 3
Loss of one testis and complete atrophy of the other testis caused by perineum injury	Level 3
Total loss of phallosome caused by perineum injury	Level 4
Colpatresia caused by perineum injury	Level 5
Loss of more than 50% of phallosome caused by perineum injury	Level 5
Loss of two vasa deferentia caused by perineum injury	Level 6
Atresia of two vasa deferentia caused by perineum injury	Level 6
Loss of one vas deferens and atresia of the other vas deferens, caused by perineum injury	Level 6
Loss of two female breasts caused by chest injury	Level 7



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Excision of utertus caused by pelvic injury	Level 7
Loss of one female breast and partial loss of the other female breast caused by chest injury	Level 8
Loss of one female breast caused by chest injury	Level 9
Partial excision of utertus caused by pelvic injury	Level 9
Uterus rupture repair caused by pelvic injury	Level 10
Loss of one testis caused by perineum injury	Level 10
Complete atrophy of one testis caused by perineum injury	Level 10
Loss of one vas deferens caused by perineum injury	Level 10
Atresia of one vas deferens caused by perineum injury	Level 10

### 7 Structures and functions related to neuromuscular skeletal and motion

#### 7.1 Structural damage to head and neck

Total loss of maxillary bones on two sides	Level 2
Total loss of mandibular bones on two sides	Level 2
Total loss of one maxillary bone on one side and total loss of mandibular bone on the other side	Level 2
Total loss of one maxillary bone and mandibular bone on the same side	Level 3
Defect in maxillary bone and mandibular bone, loss of more than 24(inclusive ) teeth	Level 3

Total loss of maxillary bone on one side	Level 3
Total loss of mandibular bone on one side	Level 3
Defect in more than 50%(inclusive) of maxillary bone on one side, defect in soft tissue of oral cavity and face > 20cm <sup>2</sup>	Level 4
Defect in mandibular bone on one side ≥ 6cm, defect in soft tissue of oral cavity and face > 20cm <sup>2</sup>	Level 4
Penetrating defect in cheek is more than 20cm <sup>2</sup>	Level 4
Defect in maxillary bone and mandibular bone, loss of more than 20(inclusive) teeth	Level 5
Defect in more than 25% but less than 50% of maxillary bone on one side , defect in soft tissue of oral cavity and face ≥ 10cm <sup>2</sup>	Level 5
Defect in mandibular bone on one side ≥ 4cm, defect in soft tissue of oral cavity and face ≥ 10cm <sup>2</sup>	Level 5
Defect in 25% of maxillary bone on one side, defect in soft tissue of oral cavity and face ≥ 10cm <sup>2</sup>	Level 6
Defect in soft tissue of the face ≥ 20cm <sup>2</sup> , together with salivary fistula	Level 6
Defect in maxillary bone and mandibular bone, loss of more than 16(inclusive) teeth	Level 7
Defect in maxillary bone and mandibular bone, loss of more than 12(inclusive) teeth	Level 8
Defect in maxillary bone and mandibular bone, loss of more than 8(inclusive) teeth	Level 9
Defect in maxillary bone and mandibular bone, loss of more than 4(inclusive) teeth	Level 10
Defect in cranial bone ≥ 6cm <sup>2</sup>	Level 10



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## 7.2 Dysfunction of head and neck joints

Rigid temporomandibular joints on one side, third degree difficulty in opening mouth	Level 6
Rigid temporomandibular joints on two sides, third degree difficulty in opening mouth	Level 6
Rigid temporomandibular joints on two sides, second degree difficulty in opening mouth	Level 8
Rigid temporomandibular joints on one side, first degree difficulty in opening mouth	Level 10

Note: difficulty in opening mouth is measured by keeping the patient's own forefinger, middle finger and ring finger abreast and vertical and putting them between superior prosthion and incision inferius, Normal mouth opening means that when the mouth opens, the abovementioned three fingers can be put between superior prosthion and incision inferius vertically (equivalent to approximately 4.5 cm). First degree difficulty in opening mouth means that when the mouth opens widely, only the forefinger and middle finger can be putting between superior prosthion and incision inferius (equivalent to approximately 3cm). Second degree difficulty in opening mouth means that when the mouth opens widely only the forefinger can be putting between superior prosthion and incision inferius (equivalent to approximately 1.7cm). Third degree difficulty in opening mouth means that when the mouth opens widely, the forefinger alone cannot be putting between superior prosthion and incision inferius.

## 7.3 Structural damage to upper limb, dysfunction of hand or joints

Total loss of both hands	Level 4
Total loss of function of both hands	Level 4
Total loss of one hand, total loss of function of the other hand	Level 4
Loss(loss of function) of more than 90% (inclusive) of both hands	Level 5
Loss(loss of function) of more than 70% (inclusive) of both hands	Level 6

Loss(loss of function) of more than 50% (inclusive) of both hands	Level 7
Total Loss of function of two-great joints of the three great-joints of an upper limb	Level 7
Total Loss of function of one-great joint of the three great-joints of an upper limb	Level 8
Loss(loss of function) of more than 30% (inclusive) of both hands	Level 8
Loss(loss of function) of more than 10% (inclusive) of both hands	Level 9
Difference in length of both upper limbs $\geq$ 10cm	Level 9
Difference in length of both upper limbs $\geq$ 4cm	Level 10
Partial loss of function of one-great joint of the three great-joints of an upper limb, due to fracture's impact on articular facet.	Level 10

Note: Calculation on loss of /loss of function of hands: a thumb of one hand account for 36% of the functions of the hand, therein distal phalangeal joints and proximal phalangeal joints account for 18% respectively, a forefinger and a middle-finger of one hand account for 18% of the functions of the hand respectively, therein 8% for distal phalangeal joints, 7% for middle phalangeal joints and 3% for proximal phalangeal joints; a ring-finger and a little-finger of one hand account for 9% of the functions of the hand respectively, therein 4% for distal phalangeal joints and 3% for middle phalangeal joints and 2% for proximal phalangeal joint. A palm of one hand accounts for 10% of the functions of the hand, therein 4% for the first metacarpus, 2% for the second and third metacarpus respectively, 1% for the fourth and fifth metacarpus respectively. Loss of or loss of function of both hands refers to the cumulative results of the above calculation.

## 7.4 Structural damage to pelvis

Pelvic ring fracture, with the difference in relative length of two lower limbs $\geq$ 8cm	Level 7
Acetabular fracture, with the difference in relative length of two lower limbs $\geq$ 8 cm	Level 7



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Pelvic ring fracture, with the difference in relative length of two lower limbs $\geq$ 6cm	Level 8
Acetabular fracture, with the difference in relative length of two lower limbs $\geq$ 6cm	Level 8
Pelvic ring fracture, with the difference in relative length of two lower limbs $\geq$ 4cm	Level 9
Acetabular fracture, with the difference in relative length of two lower limbs $\geq$ 4cm	Level 9
Pelvic ring fracture, with the difference in relative length of two lower limbs $\geq$ 2cm	Level 10
Acetabular fracture, with the difference in relative length of two lower limbs $\geq$ 2cm	Level 10

### 7.5 Structural damage to lower limb, dysfunction of foot or joints

Loss of both feet at or above tarsometatarsal joint	Level 6
Difference in length of both lower limbs $\geq$ 8cm	Level 7
Total loss of function of two-great joints of the three great-joints of a lower limb	Level 7
Total damage to arch structure of both feet	Level 7
Loss of one foot at or above tarsometatarsal joint	Level 7
Difference in length of both lower limbs $\geq$ 6cm	Level 8
Total damage to arch structure of one foot, damage to 1/3 or more of arch structure of the other foot	Level 8
Total loss of ten toes of both feet	Level 8
Total loss of function of one-great joint of the three great-joints of a lower limb	Level 8
Total loss of functions of ten toes of both feet	Level 8

Difference in length of both lower limbs $\geq$ 4cm	Level 9
Total damage to arch structure of one foot	Level 9
Loss of 5 or more toes of the ten toes of both feet	Level 9
Total loss of function of five toes of one foot	Level 9
Damage to 1/3 or more of arch structure of one foot	Level 10
Loss of 2 or more toes of the ten toes of both feet	Level 10
Difference in length of both lower limbs $\geq$ 2cm	Level 10
Partial loss of function of one-great joint of the three great-joints of a lower limb, due to fracture's impact on articular facet	Level 10

Note:

- ① damage to arch structure means loss of or loss of function of arch structure caused by accidental injury.
- ② total damage to arch structure means total damage to lateral and medial longitudinal arches and transverse arch structure, including loss and loss of function; damage to 1/3 or more of arch structure means structural damage to any arch of the three arches.
- ③ loss of toes means complete severance through or above the metatarsophalangeal joints.

### 7.6 Structural damage to all the limbs, dysfunction of limbs and joints

Loss of three or more limbs (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint)	Level 1
Total loss of function of three or more limbs	Level 1
Loss of two limbs (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint), and total loss of function of a third limb	Level 1



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Loss of one limb (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint), and total loss of function of another two limbs	Level 1
Loss of two limbs (for a upper limb, at or above elbow joint; for a lower limb, at or above knee joint)	Level 2
Loss of one limb (for a upper limb, at or above elbow joint; for a lower limb, at or above knee joint), and total loss of function of another limb	Level 2
Total loss of function of two limbs	Level 2
Loss of one limb (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint), and total loss of function of another limb	Level 3
Loss of two limbs (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint)	Level 3
Total loss of function of two-great joints of the three great-joints of two upper limbs or two lower limbs or one upper limb and one lower limb	Level 4
Loss of one limb (for a upper limb, at or above elbow joint; for a lower limb, at or above knee joint)	Level 5
Total loss of function of one limb	Level 5
Loss of one limb (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint)	Level 6
thrypsis of one or more epiphyseal plates of long bones of all the limbs	Level 9

**Note:**

① epiphyseal plate: the definition of epiphyseal plate only applies to children. Fracture of long bone of all the limbs at epiphyseal plate may affect limb development. In the event of limb development abnormality, the degree of injury/disability shall be assessed separately.

② loss of function of limb(s) refers to loss of function of three great-joints of limbs (the three great-joints of upper limb include wrist joint, elbow joint and shoulder joint; three great-joints of lower limb include hip joint, knee joint, and ankle joint)

③ Loss of function of joint(s) shall mean permanent total stiffness, or paralysis of the joints, or that the joints may not be able to move willfully.

### 7.7 Structural damage to vertebral column and dysfunction of joint movement

Structural damage to vertebral column herein means fracture dislocation of cervical or lumbar vertebra. Dysfunction of joint movement means loss of mobility of neck and lumbar part.

Mal union of cervical or lumbar vertebra caused by vertebral column fracture dislocation, and loss of more than 75% (inclusive) of mobility of neck or lumbar part	Level 7
Mal union of neck or lumbar vertebra caused by vertebral column dislocation, and loss of more than 50%(inclusive) of mobility of neck or lumbar part	Level 8
Mal union of neck or lumbar vertebra caused by vertebral column dislocation, and loss of more than 25%(inclusive) of mobility of neck or lumbar part	Level 9

### 7.8 Muscular strength dysfunction

Muscular strength function herein means function in relation to strength produced by muscle or musculature contraction. Muscular strength dysfunction herein means quadriplegia, semiplegia, paraplegia or monoplegia.

Quadriplegia (muscular strength of three or more limbs ≤ Level 3)	Level 1
Paraplegia (muscular strength ≤ Level2 ), and fecal and urinary incontinence	Level 1



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Quadriplegia (muscular strength of two or more limbs $\leq$ Level 2)	Level 2
Semiplegia (muscular strength $\leq$ Level 2)	Level 2
Paraplegia (muscular strength $\leq$ Level 2)	Level 2
Quadriplegia (muscular strength of two or more limbs $\leq$ Level 3)	Level 3
Semiplegia (muscular strength $\leq$ Level 3)	Level 3
Paraplegia (muscular strength $\leq$ Level 3)	Level 3
Quadriplegia (muscular strength of two or more limbs $\leq$ Level 4)	Level 4
Semiplegia (muscular strength of one limb $\leq$ Level 2)	Level 5
Paraplegia (muscular strength of one limb $\leq$ Level 2)	Level 5
Monoplegia (muscular strength $\leq$ Level 2)	Level 5
Semiplegia (muscular strength of one limb $\leq$ Level 3)	Level 6
Paraplegia (muscular strength of one limb $\leq$ Level 3)	Level 6
Monoplegia (muscular strength $\leq$ Level 3)	Level 6
Semiplegia (muscular strength of one limb $\leq$ Level 4)	Level 7
Paraplegia (muscular strength of one limb $\leq$ Level 4)	Level 7
Monoplegia (muscular strength $\leq$ Level 4)	Level 8

**Note:**

- ① Semiplegia means paralysis of the upper limb and lower limb on one side.
- ② Paraplegia means loss of sensation, motion and reflection etc. of limbs on both sides below injured planum and loss of function of sphincter of bladder and anus, after spinal cord injury.
- ③ Monoplegia means paralysis of a limb in whole or in part.
- ④ Muscular strength: to judge the degree of limb paralysis, muscular strength is graded from Level 0 to Level 5.  
 Level 0: complete paralysis of muscle without contraction.  
 Level 1: Visible or touchable minor muscle contraction but inability to generate action.  
 Level 2: muscle able to move without gravitational influence, namely, limb(s) is able to move on the surface of the bed without elevating.  
 Level 3: able to finish action in the direction, contrary to gravity, but unable to fight against extra resistance.  
 Level 4: able to fight against some resistance but worse than normal people.  
 Level 5: normal muscular strength.

**8 Skin and related structure and function**  
**8.1 Head and neck skin structure injury and repair dysfunction**

Skin repair function means the function of repair of skin injury and other injury. Skin repair dysfunction herein means scarring.

Third degree burn of head and neck, damaged area accounting for 8% or more of total body surface area	Level 2
Scarring caused by facial skin injury, scar area accounting for 90% or more of facial skin area	Level 2
Scarring caused by neck skin injury, with total loss of mobility of neck	Level 3
Scarring caused by facial skin injury, scar area accounting for 80% or more of facial skin area	Level 3
Scarring caused by neck skin injury, with loss of 75% or more mobility of neck	Level 4
Scarring caused by facial skin injury, scar area accounting for 60% or more of facial skin area	Level 4



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Third degree burn of head and neck, damaged area accounting for 5% or more but less than 8% of total body surface area	Level 5
Scarring caused by neck skin injury, with loss of 50% or more mobility of neck	Level 5
Scarring caused by facial skin injury, scar area accounting for 40% or more of facial skin area	Level 5
Scarring caused by facial skin injury, scar area accounting for 20% or more of facial skin area	Level 6
Loss of scalp caused by head avulsion, loss area accounting 20% or more of scalp area	Level 6
Scar formation in anterior triangle of neck caused by neck skin injury, scar area accounting for 75% or more of anterior triangle of neck	Level 7
Scarring caused by facial skin injury, scar area $\geq 24\text{cm}^2$	Level 7
Third degree burn of head and neck, damaged area accounting for 2% or more but less than 5% of total body surface area	Level 8
Scar formation in anterior triangle of neck caused by neck skin injury, scar area accounting for 50% or more of anterior triangle of neck	Level 8
Scarring caused by facial skin injury, scar area $\geq 18\text{cm}^2$	Level 8
Scarring caused by facial skin injury, scar area $\geq 12\text{cm}^2$ or linear scar on the face $\geq 20\text{cm}$	Level 9
Scarring caused by facial skin injury, scar area $\geq 6\text{cm}^2$ or linear scar on the face $\geq 10\text{cm}$	Level 10

Note:

① Scar: hyperplastic scar formed after wound healing, excluding atrophic scar with smooth skin and no material change.

② Calculation of face area and scar area: face refers to the region from mandibular angle to hairline and to the posterior border of the ramus of mandible on both sides, including frontal part, eyes part, orbital part, nasal part, oral and labial part, chin part, partes zygomatica, genal part and parotideomasseteric region. The area of scar on the face is calculated by the whole face method and by the 5 equal parts of face method and on a measured basis respectively. In the case of multiple scars on the face, scar area may be calculated on an accumulated basis.

③ Anterior triangle of neck: from mandibular angle to superior border of basihyoid and to anterior border of sternocleidomastoid muscle on both sides.

### 8.2 Skin structure injury and repair dysfunction of all parts

Scarring caused by skin injury, scar area accounting for 90% or more of total body surface area	Level 1
Third degree burn of body and all the limbs, burned area accounting for 60% or more of total skin area	Level 1
Scarring caused by skin injury, scar area accounting for 80% or more of total body surface area	Level 2
Scarring caused by skin injury, scar area accounting for 70% or more of total body surface area	Level 3
Third degree burn of body and all the limbs, burned area accounting for 40% or more of total skin area	Level 3
Scarring caused by skin injury, scar area accounting for 60% or more of total body surface area	Level 4
Scarring caused by skin injury, scar area accounting for 50% or more of total body surface area	Level 5
Third degree burn of body and all the limbs, burned area accounting for 20% or more of total skin area	Level 5



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Scarring caused by skin injury, scar area accounting for 40% or more of total body surface area	Level 6
Defect in abdominal wall caused by abdominal injury, defect area accounting for 25% or more of abdominal wall area	Level 6
Scarring caused by skin injury, scar area accounting for 30% or more of total body surface area	Level 7
Third degree burn of body and all the limbs, burned area accounting for 10% or more of total skin area	Level 7
Scarring caused by skin injury, scar area accounting for 20% or more of total body surface area	Level 8
Scarring caused by skin injury, scar area accounting for 5% or more of total body surface area	Level 9

Note:

- ① Calculation of the area of scar on total body surface: as per the percentage of skin scar to total body surface area, namely China New Rule of Nine : of total body surface area, head and neck part accounts for 9% (9x1) (3% for head part, facial part and neck part respectively); the two upper limbs account for 18% (9x2) (7% for both upper arms, 6% for both forearms, 5% for both hands); front and back body (including perineum) account for 27% (9x3) (13% for front body, 13% for back body, 1% for perineum); both lower limbs (including hip part) account for 46% (5% for both hips, 21% for both thighs, 13% for both lower legs, 7% for both feet) (9x5+1) (6% for both feet and both hips respectively for females).
- ② Area and depth of burn: the area of burn is calculated by China New Rule of Nine, the depth of burn by Three-degree and Four-part Method. Third degree burns damage the skin (epidermis and dermis), to muscle tissue, bone and subcutaneous fat. Burn accident excludes freezing injury, inhalation injury (also called respiratory tract burn) and injury caused by electric shock. The degree of injury/disability may be assessed as per the area and depth of burn after burn or as per the resulting degree of dysfunction and skin scar area after the end of medical treatment, whichever is severer.



## Car Rental Liability Rider

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

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

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

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

### Article 2 Effectiveness of this Attached Contract

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

### Article 3 Insurance Liability

#### 1. Compensation for the loss of the rental car

If, within the validity of this Attached Contract, any losses or expenses listed below occurred during the car rental trip, the insurer shall, after subtracting the deductible amount (if any), indemnify the insured person's liability for the losses or expenses as agreed on the car rental contract to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule:

1) Direct loss of the rental vehicle (incl. glass, tyres, chassis), limited to the deductible to be borne by the insured as stated in the Vehicle Damage Insurance, Vehicle Theft Rescue Insurance and Vehicle Spontaneous Combustion Insurance cover of the insured vehicle;

2) Vehicle Road Rescue Fee, Towing Fee, Labor Cost, Lock/Key Replacement Fee and etc.

#### 2. Compensation for Car Rental Liability

If, within the validity of this Attached Contract, any losses or expenses listed below occurred during the car rental trip, the insurer shall, after subtracting the deductible amount (if any), indemnify the insured person's liability for the losses or expenses as agreed on the car rental contract to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule:

- 1) The loss of rental company's items stored inside of the closed carriage or boot of the rental car, due to theft with obvious marks, robbery or looting;
- 2) The loss of non-refundable rental expenses paid by the insured due to failure of rental car pickup caused by the loss of the insured's papers or robbery;
- 3) The parking expenses and replacement fees due to the insured car's disability of driving caused by traffic accident occurred to the rental vehicle;
- 4) The overdue pickup charges due to the delay or cancellation of the insured's flight;
- 5) Other compensation charged for the breach of the car rental contract due to the insured's negligent use of the car.

#### The insurer's liability only apply given the following prerequisites are satisfied:

- 1) The car covered in this policy must be rented from legally established Car Rental Company;
- 2) In the car rental contract, sufficient car insurance must be attached, including Vehicle Damage Insurance, Vehicle Theft Rescue Insurance and Vehicle Spontaneous Combustion Insurance cover;
- 3) The insured performed the obligations required in the car rental contract and neither occurred the breach of the rental contract nor any action against the local legislation of the destination country;
- 4) The rental car must be driven by the insured with possession of legal and valid license.

#### Automatic Extension of the Coverage Period

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

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



## Car Rental Liability Rider

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

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

### Article 4 Liability Exclusion

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

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

1. Any loss or compensation liability caused due to the insured's deliberate, spiteful, malicious and criminous action;
2. Any loss or compensation liability arisen from claim rejected by the insurer(s) of the rental vehicle's Vehicle Damage Insurance, Vehicle Theft Rescue Insurance and Vehicle Spontaneous Combustion Insurance due to overdue claim report or the incomplete evidence provided by the insured;
3. Any loss or compensation liability caused due to speeding driving, drunk driving or breach of the local legislation of the destination country;
4. Any loss or compensation liability caused by accidents irrelevant to the insured or the insured vehicle;
5. Any punitive, aggravating or exemplary compensation adjudged by the court and any arbitration, litigation expenses or other lawful expenses payable by the insured, or compensation with similar nature of fines;
6. The insured involve the consumption of hard drugs, state-controlled psychotropic drugs or narcotic drug;
7. The compensation liability not explicitly listed as bearable by the insured in the car rental contract;
8. The insured's liability to other third parties except for the rental company.

### Article 5 Proof Documents/Claims

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

1. The identity certificate of the insured;
2. Proof document on the travel of the insured person;
3. Written report on the accident;
4. Photocopy of the police's report (if applicable);
5. The car rental contract;
6. Proof document of the losses caused to the rental company;
7. The list of reinstatement costs paid by the rental company;
8. Indemnity agreement (if applicable);
9. Proof of indemnity payment;
10. The claimant's identity certificate;
11. Other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
12. If the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
13. Other documentations prescribed in the claim settlement guidelines promulgated by insurer

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



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

### Article 6 Termination of the Attached Contract

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

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

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

### Article 7 Definitions

Accident as mentioned in this Attached Contract:

Shall mean an unforeseeable event caused unintentionally.