



**CLASS V**  
**Crew Injured Liability**

Edition 2018

# INDEX

RULE 1 CONTRACT OF ENTRY .....	3
1.1 Composition of the Contract .....	3
1.2 Establishment and Effect of the Contract.....	3
1.3 Applicant(s).....	3
RULE 2 COVERAGE CLAUSES .....	3
2.1 Limits .....	3
2.2 Period.....	3
2.3 Coverage .....	3
2.4 Exclusion .....	4
RULE 3 APPLICATION OF PAYMENT BENEFIT .....	4
3.1 Beneficiary.....	4
3.2 Notification of Accident .....	4
3.3 Application of benefit .....	5
3.4 Payment of Benefit .....	5
RULE 4 PAYMENT OF PREMIUM .....	6
4.1 Payment of Premium .....	6
RULE 5 INSURED(S) CHANGING .....	6
5.1 Insured(s) Changing .....	6
RULE 6 CANCELLATION .....	6
6.1 Procedure and Risk of Cancellation .....	6
RULE 7 MISCELLANEOUS .....	6
7.1 Conceals facts deliberately and perform the duty of disclosure .....	6
7.2 Restriction of the right of Cancellation .....	6
7.3 Work Type Changing .....	7
7.4 Content Changing .....	7
7.5 Contact Changing .....	7
7.6 Dispute Resolution .....	7
RULE 8 DEFINITIONS .....	7
RULE 9 LIFE INSURANCE DISABILITY BENEFITS TABLE .....	9

**RULE 1 CONTRACT OF ENTRY**

**1.1 Composition of the Contract**

The contract is an agreement of rights and obligations of assured(s) and the Association consists of the Certificate of Entry, attached clauses, endorsements, amendments, application form(s), insurance application documents, statements, and other relevant written agreements.

**1.2 Establishment and Effect of the Contract**

The Contract will be established after the assured(s) apply for entrance and the Association written agreement. The effect date will be stated in the Certificate of Entry.

**1.3 Applicant(s)**

Any member(s), their spouse and children, from 16 to 65 years of age, physically and mentally healthy, able to perform normal work, formally employed and managed by the Applicant(s), is an eligible Insured(s) of this contract, should meet the requirements of the Association at the time of the Insured(s) conditions.

**RULE 2 COVERAGE CLAUSES**

**2.1 Limits**

The total amount benefit payable to any individual Insured(s) person is limited to the sum assured which shall be decided upon agreement between the Applicant(s) and the Association and specified in the Contract.

**2.2 Period**

The period of this contract is not longer than one year from the starting date to the expiry date of Certificate of Entry as specified in the Insurance Contract.

**2.3 Coverage**

The coverage of the Contract shall be divided into the basic and optional protection, only when the Applicant(s) choose the optional coverage and state in the Contract, the Association shall afford the liability of accidental disability. During the period of this Contract, the Association shall take the following liability according to the choice of the Applicant(s).

**Basic Protection (Death Beneficiary)**

In case that the accidental injury sustained by the Insured(s) person directly results in death within 180 days from the date of the accident, the insurer shall pay the sum assured stated in this contract as the death benefit, and the liability will be terminated at the same time.

**Optional Protection (Disability Benefit)**

If the accidental injury sustained by the Insured(s) person directly results in any disablement stated in “the personal insurance disablement benefits table” within 180 days from the date of the accident, the insurer shall pay the disablement benefits in accordance with the relevant of the percentage of the sum insured per the level of disablement stated in the above schedule. If the treatment has not completed in 180th day after the occurrence of accident, the insurer shall make an evaluation of the status of the Insured(s) person on that day and pay the benefit accordingly.

If the Insured(s) choose the Optional Protection, when total amounts of claim reach the total amounts of the sum insured, the liability will be terminated at the same time.

## **2.4 Exclusion**

In case of one of the following conditions, due to which the Insured(s) has deceased, disabled, the Association shall not undertake pay any indemnification of benefit:

1. Deliberate killing or injury to the Insured(s) by the Applicant(s);
2. The Insured(s) violates the law, commits crime intentionally or resists to arrest.
3. Suicide, self-inflicted injury by the Insured(s), but not including the suicide by those who are incompetence;
4. Drunk, bustup, take or inject drugs caused by the Insured(s);
5. The Insured(s) drives after alcoholic drinking, or drives without a driver's license or without a valid driver's license, or he/she drives a motor vehicle which doesn't have a valid vehicle license;
6. Injury caused by the Insured(s)'s disease, abortion or parturition which is non-accidental;
7. Injury caused by orthopedic surgery or treatment, cosmetic surgery or drug allergy and/or any medical treatment;
8. Mental insanity or disorder of the Insured(s) Person;
9. The Insured(s) takes, applies, or injects prescription drugs against the doctor's instructions.
10. The Insured(s) engages in sports with high risks such as diving, parachuting, climbing, expedition, martial arts competition, wrestling competition, acrobatics, horse and automobile racing and any other high-risky sports.
11. War, military action, civil commotion, or armed rebellion;
12. Expulsion, radiation, pollution, or burn by nuclear energy, atomic energy, biologic or chemic weapon.

The Insurer shall not undertake to pay any indemnification for any injury occurred In case of one of the above listed conditions, the liability and coverage will be terminated at the same time.

## **RULE 3 APPLICATION OF PAYMENT BENEFIT**

### **3.1 Beneficiary**

The Insured(s) person or Applicant(s) can designate one or several persons as the beneficiary of claim benefit, and should designate the sequence of beneficiary or share of the sum assured, or all the beneficiaries have the equal right in the event of a claim. The designation of the beneficiary of the claim benefit by the Applicant(s) shall be subject to the approval of the Insured(s). The person who is with no capacity for civil conduct or limited capacity for civil conduct may be designated by the guardian as the beneficiary.

In case the Insured(s) or the Applicant(s) change the beneficiary of the claim benefit, the Association shall be notified in written, and the Association shall endorse on this contract.

The change of the beneficiary of the death benefit by the Applicant(s) shall be subject to the written approval of the Insured(s) or the guardian of the Insured(s).

In the event of the death of the Insured(s), the benefit shall be handled as inheritance of the Insured(s) and payable to the Insured(s)'s heir(s) according to Republic of China Law of Succession under one or more of the following circumstances:

- (I) No beneficiary is designated either by the Applicant(s) or the Insured(s).
- (II) The beneficiary predeceases the Insured(s) and no other beneficiary is designated.
- (III) The beneficiary gives up the right to receive the benefit of this contract or is deprived of the right to receive the benefit of this contract as per the law and no other beneficiary is designated.

Where the beneficiary and the Insured(s) decrease in the same incident and no deceased sequence can be determined, presumption shall be made that the beneficiary predeceases the Insured(s).

If the death or disability of Assured(s) was caused by the beneficiary, or the beneficiary attempt to kill the Assured, the beneficiary loses of the right to benefit. Unless stipulated otherwise, the beneficiary of disability is the Insured(s) person himself.

### **3.2 Notification of Accident**

In the event of the Insured(s) accident, the Insured(s) shall notify the Insurer within 10 days after the accident happens. The

Insurer shall not undertake to pay any indemnification for any such undeterminable part of the Insured(s) accident as of which the nature, causes and losses etc. can hardly be determined due to either willful reluctance or failure of the Insured(s) to give such notice in a timely manner though in absence of any material misconduct, unless, however, the Insurer has otherwise promptly known, or shall have promptly known, of the occurrence of such Insured(s) accident.

### **3.3 Application of benefit**

Applying for the benefit should follow below requirements:

#### Claims for disability

In the event of accident, the Applicant(s) of the benefit shall fill in the Benefit Claim as the claimant and provide the documents as follows:

- (1) Certificate of Entry or Certificate issued by the insurer;
- (2) The ID Card of the Applicant(s) of the benefit;
- (3) Disablement evaluation certificate issued by the hospital which higher than Class II, approved medical or judicatory institution.
- (4) Accident certificate issued by public security department embassy settled in that country or similar government authority;
- (5) Other certificates and documents provided by the Applicant(s) of the benefit that can be used to identify the nature, cause and seriousness of the event Insured(s) against.

#### Claims for death benefit

In the event of accident, the Applicant(s) of the benefit shall fill in the Benefit Claim as the claimant and provide the documents as follows:

- (1) Certificate of Entry or Certificate issued by the insurer;
- (2) The ID Card of the Applicant(s) of the benefit;
- (3) Death Certificate and Household Registration Cancellation Certificate issued by Public Security Department, or medical institutions recognized by the insurer. If the Insured(s) is declared death on account of an accident or natural disaster, the beneficiary is required to provide Death Declaration issued by the People's Court;
- (4) Accident certificate issued by public security department Chinese embassy settled in that country;
- (5) Other certificates and documents provided by the Applicant(s) of the benefit that can be used to identify the nature, cause and seriousness of the event Insured(s) against.

If the benefit to be the heritage of the Insured(s), the inheritor(s) must provide the relevant rights documents which can prove the legal right of inheritance. If the cause of the assured(s) death is controversial, both Parties of the Contract have the right to draw the judicial authentication institutions for the cause of death, the other party shall cooperate.

If the proofs and documents provided by the Insured(s), are not sufficient, the Insurer shall request the Applicant(s) and/or the Insured(s) to provide additional materials in time and once for all.

### **3.4 Payment of Benefit**

Upon receipt of a claim, the Insurer shall confirm whether the Damage is covered by this contract or not within five working days. For complicated cases, the Insurer shall make decision within thirty days, unless otherwise stipulated in the insurance contact.

If the Damage is covered by this contract, the Association shall make payment within ten days after reaching an agreement with the Insured(s).

If the Damage is not covered by this contract, within three days after the decision, the Association shall issue a declination letter and explain the reasons to the Insured(s). The Association shall allow an advance payment that can be determined by the available proofs or documents if the final settlement amount cannot be determined within sixty days after receipt of such claim and relevant documents, and pay the balance to the Insured(s) after the final amount of indemnity is adjusted.

#### 3.5 Limitation of Action

The Insured(s) shall have a 2-year valid litigation term to raise claims to the Insurer for indemnities, which term shall

commence as of the date when he/she has known or should have known of any such Insured(s) accident as occurred.

**RULE 4 PAYMENT OF PREMIUM**

**4.1 Payment of Premium**

The amount and payment of premium of the Contract shall be according to the sum insured and the premium rate.

**RULE 5 INSURED(S) CHANGING**

**5.1 Insured(s) Changing**

The Applicant(s) should duly notify the insurer in writing of any change in the Insured(s) member, the insurer shall issue an endorsement upon agreement.

(1) If the Applicant(s) intends to provide coverage to a new member, it should notify the insurer in writing and fill in the change application. The insurer starts to be liable for the new Insured(s) after it has approved the application and collected the premium.

(2) If the Insured(s) terminates his employment with the Applicant(s), the insurer's liability towards the Insured(s) shall cease from the date of employment termination. The insurer will not return the unearned premium to the Applicant(s).

**RULE 6 CANCELLATION**

**6.1 Procedure and Risk of Cancellation**

In the event of cancellation, the Applicant(s) of the benefit shall fill in the Benefit Claim as the claimant and provide the documents as follows:

- (1) The original Certificate of Entry if have;
- (2) Requisition for cancellation of the contract;

The insurance contract shall be terminated automatically form the date the insurer receive the requisition, but the Association shall not refund the unearned premium.

**RULE 7 MISCELLANEOUS**

**7.1 Conceals facts deliberately and perform the duty of disclosure**

If the Insured(s) conceals facts deliberately or fails to perform the duty of disclosure due to gross negligence that would be enough to affect the Insurer from making the decision of whether or not to agree to accept the insurance or to raise the premium rate, the Insurer has the right to terminate the contract.

If the Insured(s) deliberately refuses to perform the duty of disclosure, the Insurer shall not undertake to pay indemnity or insurance money for Insured(s) accident that occurs before the contract is terminated and shall not return the insurance premium.

If the Insured(s) fails to perform the duty of disclosure due to gross negligence, thereby seriously affecting the occurrence of Insured(s) accident, the Insurer shall not undertake to pay indemnity or insurance money for the Insured(s) accident that occurs before the contract is terminated but shall return the insurance premium.

**7.2 Restriction of the right of Cancellation**

The 7.1 Provisions of this Contract is clearly stated and truthfully informed the right to terminate the Contract, the Parties of the Contract have the right to terminate the Contract within 30 days from any party knows the situation.

### **7.3 Work Type Changing**

In case that occupation or type of work of the Insured(s) changes, the Insured(s) should inform the Association within 10 days in written.

If the Insured(s) changes to a less hazardous occupation in accordance with the occupation class, the insurer shall return any excess unearned premium from the day of being notified.

If the Insured(s) changes to a more hazardous occupation, the insurer shall collect additional premium for the unearned period from the day of being notified.

If the Insured(s) changes to an occupation that will result in the rejection of the coverage, our Association shall cease to be liable to pay the benefit to the Insured(s) from the time of change and shall return the unearned premium less handling charge to the Applicant(s).

If an Insured(s) event happens when the Insured(s) engages in a more hazardous occupation according to the occupation class but fails to notify the insurer as agreed upon above, the insurer shall pay the benefit pro rata based on the proportion of the paid premium to the premium that should be charged. If the Insured(s) changes to an occupation that will result in the rejection of the coverage, the insurer shall not be liable to pay the benefit.

### **7.4 Content Changing**

In the period of this Contract, the Applicant(s) may change the relevant contents of the Contract through consultation with the Association. If the contract is changed, the Association shall make an endorsement on the Certificate of Entry.

### **7.5 Contact Changing**

The Applicant(s) should duly notify the insurer in writing of any change in residence or mailing address. If the Applicant(s) fails to inform the insurer in writing, documents will be delivered to the latest recorded address in the Contract.

### **7.6 Dispute Resolution**

Any disputes arising from implementing this Contract, the parties can choose following methods to settle the disputes:

(1) All disputes arising from implementing this Contract shall be settled through negotiations between the parties concerned. Upon failure to reach an agreement through negotiations, such dispute shall be referred to the arbitration commission specified in the contract.

(2) All disputes arising from implementing this Contract shall be settled through negotiations between the parties concerned. Upon failure to reach an agreement through negotiations, such dispute shall be referred to legal proceeding could be initiated with the English Court in England.

## **RULE 8 DEFINITIONS**

8.1 Spouse: A husband or wife who has a legal marriage.

8.2 Children: Including the legitimate children, according to the registration of the foster children and stepchildren have dependency relationship.

8.3 Accidental injury: Refers to the physical damage caused by external, unexpected, non-original, non-objective, non-objective events. The death caused by accident in the Contract is not including sudden death. The sudden death is a kind of healthy people from the underlying disease, dysfunction or other reasons in non-violence occurred within 24 hours after the onset of symptoms of sudden death. The identification of sudden death shall be according to the documents such as legal documents or diagnostic books of medical institutions etc.

8.4 Drunk: Refers to the status of alcohol consumption and the performance of the action is not coordinated, consciousness disorder, tongue heavy stuttering, or other cannot clearly control their behaviors. The identification of the drunk shall be according to the relevant legal documents or the hospital's diagnostic books etc.

8.5 Bustup: Refers to the behaviors that two or more persons fight through the fist or apparatus to win. The identification of the bust shall be according to the relevant legal documents of judicial organs and public security departments etc.

8.6 Narcotics: Refers to the identification in the criminal law of Opium, heroin, methamphetamine (ice), morphine, marijuana, cocaine and other can make people addicted under the control of the country, but does not include the doctors who prescribe and use the prescribed for the treatment of diseases which containing narcotics prescription drugs.

8.7 Drive after Drunk: Refer to after the detection or identification, the accident occurred when the driver of every hundred milliliter of blood alcohol content reaches or exceeds a certain standard, and in accordance with the provisions of the road traffic safety law, the traffic administrative department of the public security organs consider it is driving after drinking or driving after drunk.

8.8 Without valid driving license: Refer to following circumstances: (1) do not have driving license; (2) Driving a vehicle other than that permitted by the driver's license;; (3) Driving license is unqualified; (4) Hold student driving license, without the guidance, or not according to the specified time, the route to learn to drive

8.9 No license: Refer to following circumstances: (1) vehicle cancelled; (2) vehicle does not take or fails in the vehicle safety test.

8.10 Vehicle: Refer to the driven or drawn by power, on the road to the passenger or to the delivery of supplies for personnel, as well as special engineering operations of wheeled vehicles.

8.11 Medical Accident: Refer to medical institutions and medical personnel in medical activities, Breach of medical and health management laws and administrative regulations, departmental rules and clinic care norms, Groovy, error causes accidents of personal injury patients.

8.12 Over-the-counter: When use drugs, published by the pharmaceutical supervisory and administrative department under the State Council, that do not need to rely on the prescription of practicing doctors and assistant practicing doctors, consumers can make their own judgment, purchase and use of drugs.

8.13 Diving: Refer to the use of assistant breathing equipment in the river, river, lake, sea, reservoirs, canals and other waters of the underwater moving.

8.14 Rock Climbing: Refer to climb the cliff, the external walls of buildings, of man-made cliff, ice, and so the tip of the movement.

8.15 Exploration: In the specific natural conditions specified as some have lost their lives or physical danger is hurt, and deliberately put themselves in the behavior, such as River rafting, mountain climbing, hiking through the desert or the original forest activities where few people tread.

8.16 Wushu Competition: Refer to more than two people or two people fighting Judo, karate, taekwondo, Sanda, boxing and other martial arts and instruments antagonism.

8.17 Stunt show: Refer to equestrian, acrobatics, tamer and other performances.

8.18 Unearned net premium:  $\text{Unearned net premium} = \text{Annual premium} \times (\text{number of days of the remaining insurance period} / \text{number of days of the insurance period}) \times (1 - 20\%)$

Accumulated amount of indemnity refers to such total sum of indemnities including both those having been paid by the Insurer and those having not been paid despite the occurrences of the Insured(s) accidents within the actual insurance period, exclusive, however, the arbitration or litigation expenses for which the Insurer remains to be responsible.

8.19 Valid ID: Refers to the documents provided by the competent departments of the government to prove their identity, such as resident identity card, according to the provisions of valid passports, military officers, police officers, soldiers card, residence booklet and other documents.

8.20 Complex situation: Refer to the nature, the cause, the degree of injury of the insurance accident that the Association received the insurance payment application form and the contract agreed to prove and the information within 5 working days can not be determined, need further verification.



## RULE 9 LIFE INSURANCE DISABILITY BENEFITS TABLE

The **DISABILITY BENEFITS** which a Member may be liable arising out of accident injury shall refer to the **Assessment Criteria and Codes for Injuries and Disability in Personal Insurance** issued by **China Insurance Regulatory Commission (JR/T 0083-2013)**

Only when Assessment Criteria and Codes for Injuries and Disability in Personal Insurance issued by China Insurance Regulatory Commission (JR/T 0083-2013) cannot be applied, following table shall be comply with:

Class	Item	Degree of Disability	Percentage of Sum Insured
1	1	Loss of sight of both eyes.(Remark 1)	100%
	2	Loss of both upper limbs above the wrist joint or of both lower limbs above the ankle joint.	
	3	Loss of one upper limb above the wrist joint and of one lower limb above the ankle joint.	
	4	Loss of sight of one eye and loss of one upper limb above the wrist joint.	
	5	Loss of sight of one eye and loss of one lower limb above the ankle joint.	
	6	Permanent and total loss of functions of joints of four limbs. (Remark 2)	
	7	Permanent and total loss of ability of mastication (Remark 3).	
	8	Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out daily activities essential to life without the assistance of others.(Remark 4)	
2	9	Permanent and total loss of functions of two out of three major joints on two upper limbs, two lower limbs or one upper limb and one lower limb. (Remark 5)	75%
	10	Loss of ten fingers.(Remark 6)	
3	11	Loss of one upper limb above the wrist joint or permanent and total loss of functions of the three joints of one upper limb.	50%
		Loss of one lower limb above the ankle joint or permanent and total loss of functions of the three joints of one lower limb.	
		Permanent and total loss of hearing in both ears. (Remark 7)	
		Permanent and total loss of functions of ten fingers.(Remark 8)	
		Loss of ten toes.(Remark 9)	
4	16	Loss of sight of one eye.	30%
	17	Permanent and total loss of the functions of two of three major joints of one upper limb.	
	18	Permanent and total loss of the functions of two of three major joints of one lower limb.	
	19	Loss of four fingers of one hand with the thumb and the index finger included.	
	20	Permanent shortening of one lower limb by more than 5 centimeters.	
	21	Permanent and total loss of speech. (Remark 10)	
	22	Permanent and total loss of the functions of ten toes.	
5	23	Permanent and total loss of the functions of one of three major joints of one upper limb.	20%
	24	Permanent and total loss of the functions of one of three major joints of one lower limb.	
	25	Loss of thumb of both hands.	
	26	Loss of five toes of one foot.	
	27	Significant injury to eyelids of both eyes. (Remark 11)	
	28	Permanent and total loss of hearing in one ear.	
	29	Nose injury with permanent impediment to the smelling function of the nose. (Remark 12)	
6	30	Loss of the thumb and index fingers of one hand or of any three fingers with thumb or index finger included.	15%
	31	Permanent and total loss of functions of any three fingers of one hand with the thumb or the index finger included.	
	32	Permanent and total loss of the functions of five toes of one foot.	
7	33	Loss of a thumb or an index finger or any two of the other fingers of one hand.	10%
	34	Permanent and total loss of the function of the thumb and the index finger of one hand.	

**REMARKS:**

1. Loss of sight shall mean loss or removal of eyeball, inability of distinguishing light and shade, or barely tell hand movement in front of eyes, with the best sight remaining after correction at 0.02 in the international standard sight schedule, or the sight scale less than 5 degrees, according to the diagnosis of qualified ophthalmologist.
  2. Loss of function of joint shall mean permanent stiffness, numbness or immobility of joint.
  3. Loss of ability of mastication (shall mean the loss of ability to take or swallow any food except liquid food due to the disability of chewing and swallowing resulted from physical or functional handicap other than the reason of teeth).
  4. Inability to carry out daily activities essential to life without the assistance of others shall mean that the activities such as food taking, urine or faces discharging, dressing or taking off clothes, general living activities, walking and taking a bath etc. cannot be accomplished without the assistance of others.
  5. The three major joints of the upper limb shall mean shoulder joint, elbow joint and wrist joint; the three major joints of the lower limb shall mean hip joint, knee joint and ankle joint.
  6. Loss of finger shall mean severance at proximal interphalangeal joint of the finger (or at the interphalangeal joint of the thumb).
  7. Loss of hearing shall mean loss of average language frequency ability higher than 90 decibels, when tested with the frequency of 500, 1,000 and 2,000 Hertz.
  8. Loss of function of finger shall mean severance through distal interphalangeal joint, or permanent immobility from proximal interphalangeal joint or joint immobility of the finger.
  9. Permanent total loss of toe shall mean severance through the metatarsal-phalangeal joint.
  10. Loss of speech shall mean disability of articulating of any three out of four language functions of labial sound, alveolar sound, palatal sound and velar sound; or aphasia resulted from brain injury diagnosed by the qualified E.N.T. medical doctor, but aphasia resulted from any mental handicap is excluded.
  11. Significant injury to lid of both eyes shall mean the eyelids could not completely cover the corneas when closing the eyes.
  12. Nose injury with permanent impediment to the smelling function of the nose shall mean loss of all or above 50% of nasal cartilage and incurable obstruction in two nasal canals and respiration difficulty, or loss of smelling function of two nasal canals.
- Permanent and total shall mean the situation that the function is still completely lost after 180 days of the date of accident, except for that of removal of eyeball and other apparent irrecoverable cases.