众安在线财产保险股份有限公司
雇主责任保险条款（互联网-酒店专用版）
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(众安在线)(备-责任保险)【2023】(主) 044 号

总则

第一条 本保险合同由保险条款、投保单、保险单、保险凭证以及批单组成。凡涉及本保险合同的约定，均应采用书面形式。

第二条 凡与本保险人订立保险合同，并按照合同约定负有支付保险费义务的个人或企事业单位，均可作为本保险合同的投保人。

中华人民共和国境内的酒店行业企业单位可作为本保险合同的被保险人。

保险责任

第三条 在保险期间内，被保险人的**雇员**（释义一）在受雇过程中，从事本保险单所载明的被保险人的业务有关工作时，因遭受意外事故所致伤残、死亡，或患与业务有关的**职业性疾病**（释义二）所致伤残或死亡，依照中华人民共和国法律（**不包括港澳台地区法律**）应由被保险人承担的下列经济赔偿责任，保险人按照本保险合同约定负责赔偿：

（一）死亡赔偿金：

按保险单载明的每人死亡赔偿限额赔付。

（二）伤残赔偿金：

1．永久丧失全部工作能力：按保险单载明的每人伤残赔偿限额赔付；

2．永久丧失部分工作能力：根据医疗机构出具的伤残程度鉴定书，参照本保险合同所附“伤残赔偿额度表”规定的比例乘以每人伤残赔偿限额赔付；

（三）误工费用：

暂时丧失工作能力超过五天以上的期间，经**医院**（释义三）证明，按该雇员的工资给予赔偿误工费用，最长不超过 1 年。

该雇员的工资是按事故发生之日或经医院证明发生疾病之日该雇员的前十二个月的平均工资计算。不足十二个月按实际月数平均。

（四）医疗赔偿金：

在每人医疗费用赔偿限额内，赔偿必要的、合理的在医院治疗的医疗费用。

第四条 保险事故发生后，被保险人因保险事故而被提起仲裁或者诉讼的，对应由被保险人支付的仲裁或诉讼费用以及事先经保险人书面同意支付的其他必要的、合理的费用（以下简称“法律费用”），保险人按照本保险合同约定也负责赔偿。

责任免除

第五条 下列原因造成的损失、费用和责任，保险人不负责赔偿：

（一）投保人、被保险人及其代表的故意行为或重大过失；

（二）战争、敌对行动、军事行为、武装冲突、罢工、骚乱、暴动、恐怖活动；

（三）核辐射、核爆炸、核污染及其他放射性污染；

（四）行政行为或司法行为；

（五）被保险人的雇员由于职业性疾病以外的疾病、传染病、分娩、流产以及因上述原因接受医疗、诊疗；

（六）被保险人的雇员自伤、自杀、打架、斗殴、犯罪及酒后驾驶、无照驾驶（释义四）。

第六条 下列损失、费用和责任，保险人不负责赔偿：

（一）被保险人应该承担的合同责任，但无合同存在时仍然应由被保险人承担的经济赔偿责任不在此限；

（二）罚款、罚金及惩罚性赔偿；

（三）精神损害赔偿；

（四）投保人、被保险人在投保之前已经知道或可以合理预见的索赔情况；

（五）被保险人对其承包商所雇佣的员工的责任；

（六）国家基本医疗保险和工伤保险药品目录之外的医药费用以及工伤保险诊疗项目及住院服务标准范围之外的医疗费用；

（七）本保险合同中载明的免赔额。

第七条 其他不属于本保险责任范围内的损失、费用和责任，保险人不负责赔偿。

赔偿限额与免赔额

第八条 赔偿限额包括每人死亡赔偿限额、每人伤残赔偿限额、每人医疗费用赔偿限额、累计赔偿限额，由投保人与保险人协商确定，并在保险合同中载明。

第九条 每次事故免赔额由投保人与保险人在签订保险合同时协商确定，并在保险合同中载明。

保险期间

第十条 除另有约定外，本保险合同保险期间为一年，具体以保险单载明的起讫时间为准。

保险费

第十一条 在订立保险合同时，保险人根据被保险人预计的在保险期间内付给其雇员的

工资/薪金、加班费、奖金及其他津贴的总数，计算预付保险费。在本保险合同到期后的一个月内，被保险人应提供保险期间内实际付出的工资/薪金、加班费、奖金及其他津贴的实际金额，以此调整保险费。预付保险费多退少补。

被保险人必须将每一雇用人员的姓名及其工资/薪金、加班费、奖金及其他津贴妥为记录，并同意保险人随时查阅。

保险人义务

第十二条 本保险合同成立后，保险人应当及时向投保人签发保险单或其他保险凭证。

第十三条 保险人按照第二十五条的约定，认为被保险人提供的有关索赔的证明和资料不完整的，应当及时一次性通知投保人、被保险人补充提供。

第十四条 保险人收到被保险人的赔偿保险金的请求后，应当及时作出是否属于保险责任的核定；情形复杂的，应当在三十日内作出核定，但本保险合同另有约定的除外。

保险人应当将核定结果通知被保险人；对属于保险责任的，在与被保险人达成赔偿保险金的协议后十日内，履行赔偿保险金义务。保险合同对赔偿保险金的期限有约定的，保险人应当按照约定履行赔偿保险金的义务。

保险人依照前款的规定作出核定后，对不属于保险责任的，应当自作出核定之日起三日内向被保险人发出拒绝赔偿保险金通知书，并说明理由。

第十五条 保险人自收到赔偿保险金的请求和有关证明、资料之日起六十日内，对其赔偿保险金的数额不能确定的，应当根据已有证明和资料可以确定的数额先予支付；保险人最终确定赔偿的数额后，应当支付相应的差额。

投保人、被保险人义务

第十六条 订立保险合同，保险人就保险标的或者被保险人的有关情况提出询问的，投保人应当如实告知。

投保人故意或者因重大过失未履行前款规定的如实告知义务，足以影响保险人决定是否同意承保或者提高保险费率的，保险人有权解除保险合同。

前款规定的合同解除权，自保险人知道有解除事由之日起，超过三十日不行使而消灭。自合同成立之日起超过二年的，保险人不得解除合同；发生保险事故的，保险人应当承担赔偿保险金的责任。

投保人故意不履行如实告知义务的，保险人对于合同解除前发生的保险事故，不承担赔偿保险金的责任，并不退还保险费。

投保人因重大过失未履行如实告知义务，对保险事故的发生有严重影响的，保险人对于合同解除前发生的保险事故，不承担赔偿保险金的责任，但应当退还保险费。

保险人在合同订立时已经知道投保人未如实告知的情况的，保险人不得解除合同；发生

保险事故的，保险人应当承担赔偿保险金的责任。

第十七条 除另有约定外，投保人应当在保险合同成立时交清保险费。**保险费交清前，本保险合同不生效，保险人对保险费交清前发生的保险事故不承担保险责任。**

第十八条 保险合同约定记名投保的，投保人应在投保时提供被保险人从业人员名单，保险人按照被保险人提供的从业人员名单承担赔偿责任，对发生保险事故时未列入名单的从业人员的经济赔偿责任，保险人不负责赔偿。

第十九条 保险合同约定不记名投保的，如发生保险事故时从业人员的实际人数多于投保人数，本保险合同另有约定外，保险人按投保人数与出险时实际人数的比例承担赔偿责任。

第二十条 被保险人应严格遵守国家有关消防、安全生产、劳动保护、职业病防治等方面的规定，加强管理，采取合理的预防措施，尽力避免或减少责任事故的发生。

保险人可以对被保险人遵守前款约定的情况进行检查，向投保人、被保险人提出消除不安全因素和隐患的书面建议，投保人、被保险人应该认真付诸实施。但前述检查并不构成保险人对被保险人的任何承诺。

投保人、被保险人未按照约定履行上述安全义务的，保险人有权要求增加保险费或者解除合同。

第二十一条 在保险合同有效期内，保险标的的危险程度显著增加的，被保险人应当及时通知保险人，保险人可以根据费率表的规定增加保险费或者解除合同。

被保险人未履行前款约定的通知义务的，因保险标的的危险程度显著增加而发生的保险事故，保险人不承担赔偿保险金的责任。

第二十二条 知道保险事故发生后，被保险人应该：

（一）尽力采取必要、合理的措施，防止或减少损失，**否则，对因此扩大的损失，保险人不承担赔偿责任；**

（二）及时通知保险人，并书面说明事故发生的原因、经过和损失情况；**故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿责任，**但保险人通过其他途径已经及时知道或者应当及时知道保险事故发生的除外；

（三）保护事故现场，允许并且协助保险人进行事故调查；**对于拒绝或者妨碍保险人进行事故调查导致无法确定事故原因或核实损失情况的，保险人对无法确定或核实的部分，不承担赔偿责任；**

（四）涉及违法、犯罪的，应立即向公安部门报案，**否则，对因此扩大的损失，保险人不承担赔偿责任。**

第二十三条 被保险人收到其雇员的损害赔偿请求时，应立即通知保险人。**未经保险人书面同意，被保险人对其雇员作出的任何承诺、拒绝、出价、约定、付款或赔偿，保险人**

不受其约束。对于被保险人自行承诺或支付的赔偿金额，保险人有权重新核定，不属于本保险责任范围或超出应赔偿限额的，保险人不承担赔偿责任。在处理索赔过程中，保险人有权自行处理由其承担最终赔偿责任的任何索赔案件，被保险人有义务向保险人提供其所能提供的资料和协助。

第二十四条 被保险人获悉可能发生诉讼、仲裁时，应立即以书面形式通知保险人；接到法院传票或其他法律文书后，应将其副本及时送交保险人。保险人有权以被保险人的名义处理有关诉讼或仲裁事宜，被保险人应提供有关文件，并给予必要的协助。

对因未及时提供上述通知或必要协助导致扩大的损失，保险人不承担赔偿责任。

第二十五条 被保险人请求赔偿时，应向保险人提供下列证明和资料：

（一）保险单正本；

（二）被保险人或其代表填具的索赔申请书；

（三）被保险人的雇员向被保险人提出索赔的相关材料；

（四）被保险人的雇员的病历、诊断证明、医疗费等医疗原始单据；雇员的人身伤害程度证明：雇员伤残的，应当提供具备相关法律法规要求的伤残鉴定资格的医疗机构出具的伤残程度证明；雇员死亡的，公安机关或医疗机构出具的死亡证明书；雇员患职业性疾病的，应当提供具备职业病诊断资格的医疗卫生机构出具的职业病诊断证明；

（五）被保险人与向其提出损害赔偿请求的雇员所签订的赔偿协议书或和解书；经判决或仲裁的，应提供判决文书或仲裁裁决文书；

（六）投保人、被保险人所能提供的与确认保险事故的性质、原因、损失程度等有关的其他证明和资料。

被保险人未履行前款约定的索赔材料提供义务，导致保险人无法核实损失情况的，保险人对无法核实部分不承担赔偿责任。

赔偿处理

第二十六条 保险人的赔偿以下列方式之一确定的被保险人的赔偿责任为基础：

（一）被保险人和向其提出损害赔偿请求的雇员协商并经保险人确认；

（二）仲裁机构裁决；

（三）人民法院判决；

（四）保险人认可的其他方式。

第二十七条 被保险人给其雇员造成损害，被保险人未向该雇员赔偿的，保险人不负责向被保险人赔偿保险金。

第二十八条 发生保险责任范围内的损失，保险人按以下方式计算赔偿：

（一）无论发生一次或多次保险事故，保险人对每个雇员所赔付的医疗费用不超过保险单载明的每人医疗费用赔偿限额。

无论发生一次或多次保险事故，保险人对每个雇员所赔付的死亡赔偿金、伤残赔偿金、误工费用和医疗赔偿金之和不超过保险单载明的每人赔偿限额。

保险人对每个雇员承担的法律费用的赔偿金额不超过每人伤残赔偿限额的10%，但合同另有约定的除外。

（二）在依据本条第（一）项计算的基础上，保险人在扣除每次事故免赔额后进行赔偿；

（三）在保险期间内，保险人对多次事故承担的本条款第三、四条规定的赔偿金额之和累计不超过累计赔偿限额。

第二十九条 发生保险事故时，如果被保险人的损失在有相同保障的其他保险项下也能够获得赔偿，**则本保险人按照本保险合同的赔偿限额与其他保险合同及本保险合同的赔偿限额总和的比例承担赔偿责任。**

其他保险人应承担的赔偿金额，本保险人不负责垫付。若被保险人未如实告知导致保险人多支付赔偿金的，保险人有权向被保险人追回多支付的部分。

第三十条 发生保险责任范围内的损失，应由有关责任方负责赔偿的，保险人自向被保险人赔偿保险金之日起，在赔偿金额范围内代位行使被保险人对有关责任方请求赔偿的权利，被保险人应当向保险人提供必要的文件和所知道的有关情况。

被保险人已经从有关责任方取得赔偿的，保险人赔偿保险金时，可以相应扣减被保险人已从有关责任方取得的赔偿金额。

保险事故发生后，在保险人未赔偿保险金之前，被保险人放弃对有关责任方请求赔偿权利的，保险人不承担赔偿责任；保险人向被保险人赔偿保险金后，被保险人未经保险人同意放弃对有关责任方请求赔偿权利的，该行为无效；由于被保险人故意或者因重大过失致使保险人不能行使代位请求赔偿的权利的，保险人可以扣减或者要求返还相应的保险金。

第三十一条 保险人受理报案、进行现场查勘、核损定价、参与案件诉讼、向被保险人提供建议等行为，均不构成保险人对赔偿责任的承诺。

争议处理和法律适用

第三十二条 因履行本保险合同发生的争议，由当事人协商解决。协商不成的，提交保险单载明的仲裁机构仲裁；保险单未载明仲裁机构且争议发生后未达成仲裁协议的，依法向中华人民共和国人民法院起诉。

第三十三条 本保险合同的争议处理适用中华人民共和国法律（**不包括港澳台地区法律**）。

其他事项

第三十四条 投保人和保险人可以协商变更合同内容。

变更保险合同的，应当由保险人在保险单或者其他保险凭证上批注或附贴批单，或者投

保人和保险人订立变更的书面协议。

第三十五条 投保人可随时书面申请解除本保险合同，本保险合同自保险人收到投保人的书面申请之日的二十四时起终止。保险责任开始前，投保人要求解除合同的，保险人扣除3%手续费后，剩余部分的保险费退还投保人；保险责任开始后，投保人要求解除合同的，对保险责任开始之日起至合同解除之日止期间的保险费，按短期费率计收，剩余部分退还投保人。

保险人亦可解除本保险合同。保险责任开始前，保险人要求解除合同的，不得向投保人收取手续费并应退还已收取的保险费；保险责任开始后，保险人可提前十五天通知投保人解除合同，对保险责任开始之日起至合同解除之日止期间的保险费，按日比例计收，剩余部分退还投保人。

第三十六条 发生保险事故且保险人已承担赔偿责任的，自保险人赔偿之日起三十日内，投保人可以解除合同；除合同另有约定外，保险人也可以解除合同，但应当提前十五日通知投保人。

保险合同依据前款规定解除的，保险人应当将累计赔偿限额扣除累计已赔偿金额后剩余部分的保险费，按照合同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还投保人。

释义

一、雇员：包括短期工、临时工、季节工和徒工。

二、职业性疾病：是指企业、事业单位、个体经济组织以及其他组织的雇员在职业活动中，因接触粉尘、放射性物质和其他有毒、有害物质等因素而引起的并且在保险合同期间内确诊的疾病。职业病的分类和目录以国务院卫生行政部门会同国务院劳动保障行政部门公布的相关类别和目录为准。

三、医院：指保险人与被保险人约定的定点医院，未约定定点医院的，则指经中华人民共和国卫生部门评审确定的二级或二级以上的公立医院，但不包括主要作为诊所、康复、护理、休养、静养、戒酒、戒毒等或类似的医疗机构。该医院必须具有符合国家有关医院管理规则设置标准的医疗设备，且全天二十四小时有合格医师及护士驻院提供医疗及护理服务。

四、无照驾驶：指有以下情况之一者：

（一）未依法取得驾驶证、驾驶证审验未合格、依法应当进行体检的未按期体检或体检不合格、驾驶与驾驶证载明的准驾车型不符的机动车的。

（二）在驾驶证丢失、损毁、超过有效期或被依法扣留、暂扣期间或记分达到12分，仍驾驶机动车的；

（三）学习驾驶时无教练员随车指导的；

（四）实习期内驾驶公共汽车、营运客车或执行任务的警车、消防车、救护车、工程救

险车以及载有爆炸物品、易燃易爆化学物品、剧毒或者放射性等危险物品的机动车的，或驾驶机动车牵引挂车的；

（五）使用各种专用机械车、特种车的人员无国家有关部门核发的有效操作证，驾驶营业性客车的驾驶人无国家有关部门核发的有效资格证书。

附录：

短期费率表

保险期间已经过月数（个月）	1	2	3	4	5	6	7	8	9	10	11	12
年费率的比例（%）	10	20	30	40	50	60	70	80	85	90	95	100

（注：保险期间已经过月数不足一月的按一月计算）。

伤残等级赔偿限额比例表

伤残等级	合同约定每人伤残责任限额的百分比
一级	100%
二级	80%
三级	65%
四级	55%
五级	45%
六级	25%
七级	15%
八级	10%
九级	4%
十级	1%

以下英文条款仅供参考，当中英文保单约定发生冲突之时，应以中文条款措辞为准。

EMPLOYER'S LIABILITY INSURANCE CLAUSE

General Provisions

Article 1. This insurance contract is composed of insurance clauses, insurance applications, insurance policies, insurance certificates and endorsements. The agreement concerning to this insurance contract shall be in written form.

Article 2. Any individual or enterprise or institution that has entered into an insurance contract with the insurer and is obligated to pay premiums in accordance with the contract can be the policyholder of this insurance contract.

Enterprise units in the hotel industry in the People's Republic of China can be the insured of this insurance contract.

Insuring Agreement

Article 3. In the insurance period and in the course of employment, if the **employee**(definitions 1) of the insured suffers disability or death caused by accidents, or disability or death caused by **occupational diseases**(definitions 2), arising when conducting work related to the insured's business specified in the policy schedule, the insurer will pay for the amount that the insured is legally liable to compensate for the employee in accordance with the laws of the People's Republic of China (excluding laws of Hongkong, Macao, and Taiwan), according to the policy:

1. Death benefits:

The death benefit is calculated as per the agreed limits of indemnity for death per person specified in the policy schedule.

2. Disability benefits:

(1) Permanent total disability: the disability benefit is calculated as per the agreed limits of indemnity for disability per person specified in the policy schedule.

(2) Permanent partial disability: the disability benefit is calculated by multiplying the corresponding percentage specified in the attached Table of Disability Degree and Percentage, according to the Expertise Report of Disablement Degree issued by medical institution, with the limits of indemnity for disability per person.

3. Loss of income:

In case of the temporary disability for more than five (5) days which has been proved by the **hospital**(definitions 3), the insurer shall compensate for the employee's wages for the period of absence from work, and the maximum days for compensation is not more than one year.

The wages of the employee is the average wage of the previous twelve (12) months, or the average wage of all the previous months if less than twelve (12) months, immediately before the date of the accident or the date of the disease, as proved by the hospital.

4. Medical benefits:

The insurer shall indemnify for the necessary and reasonable medical expenses incurred in hospital, within the limit of indemnity for medical expenses per person.

Article 4. If the insured is brought a suit or applied for arbitration upon occurrence of

an insured event, The insurer shall also be liable for the arbitration or litigation costs payable by the insured and any necessary and reasonable expenses (hereinafter referred to as “legal expenses”) which is subject to the prior written approval of the insurer according to this insurance contract.

Exclusions

Article 5. The insurer shall not be liable for any losses, expenses and the liabilities due to the following causes:

(1) Intentional acts or gross negligence of the insurance applicant, the insured and their representatives;
(2) War, hostilities, military actions, armed conflicts, strikes, riots, insurrection, terrorist activities;
(3) Nuclear radiation, nuclear explosion, nuclear pollution and other radioactive pollution;
(4) Acts of administration or justice;
(5) The insured’s employee’s illness other than occupational disease, infectious disease, parturition or abortion, or receipt of any medical treatment or diagnosis due to the previously-mentioned reasons;
(6) The insured’s employee’s conducting self-injury, suicide, fighting, brawling, crime and driving while intoxicated or without driving license(definitions 4).

Article 6. The insurer shall not be liable for the following losses, expenses and liabilities:

(1) Contractual liabilities that shall be borne by the insured, except for the liability of economic indemnity that shall still be borne by the insured without the contract;
(2) Penalties, fines, and punitive indemnity;
(3) Mental injury compensation;
(4) Claims that have been known or can be reasonably foreseen by the insurance applicant and the insured before applying for insurance;
(5) The liabilities of the insured against the employees of its contractor;
(6) Medical expenses out of the medicine catalog of National Basic Medical Insurance and Occupational Injury Insurance, and the medical expenses out of the clinics items and in-hospital service standards of the Occupational Injury Insurance;
(7) The deductible specified in this insurance contract.

Article 7. The insurer shall not be liable for the losses, costs and liabilities exclusive from the scope of cover.

Limit of Indemnity and Deductible

Article 8. The limit of indemnity, including the limit of indemnity for death per person, limit of indemnity for disability per person, limit of indemnity for medical expenses per person and the aggregate limit of indemnity, shall be determined by the insurance applicant and the insurer through negotiation and specified in the insurance contract.

Article 9. The deductible per event shall be determined through negotiation by the insurance applicant and the insurer at reaching the contract and specified in the insurance contract.

Insurance Period

Article 10. Unless specified otherwise, the insurance contract period shall be one year, the time of commencement and termination being subject to the stipulation in the policy.

Premium

Article 11. When entering into the insurance contract, the insurer shall calculate the deposit premium in accordance with predicted total amount of the wages / salaries, overtime charges, bonuses and other allowances paid by the insured to the employees during the insurance period. Within one month after the expiration of this insurance contract, the insured shall provide the actual amount of wages/salaries, overtime charges, bonuses and other allowances during the insurance period in order to adjust the premiums. The deposit premium shall be refund for any overpayment or a supplemental payment for any deficiency.

The insured shall record the name of each employee and his/her wages/salaries, overtime charges, bonuses and other allowances, as well as agree to allow the insurer to look up it at any time.

The Obligations Of The Insurer

Article 12. Once this contract is concluded, the insurer shall timely issue the insurance policy or other insurance certificates to the insured.

Article 13. If the insurer, based on the provision of the Article 25, considers the evidence and information provided by the insured incomplete, it shall promptly notify the insurance applicant and the insured once and for all with a request to provide the insurer with additional evidence or information.

Article 14. The insurer shall, in a timely manner, after the receipt of a claim for payment of the insurance benefits from the insured, ascertain and determine whether the claim is within the liability of the insurer; in case of complicated situation, the approval shall be made within thirty(30) days, unless otherwise agreed in this insurance contract..

The insurer shall notify the result to the insured, and shall fulfill its obligations for such payment within ten (10) days after an agreement is reached with the insured on the amount of payment. If the insurance contract specifies the period within which the payment of the insurance benefits shall be made, then the insurer shall fulfill its obligation for payment of the insurance benefits as specified in the insurance contract.

After the insurer has ascertained the claim according to the above provision, shall issue to the insured a notice which states the reasons declining payment of the insurance benefits for any events not falling within the scope of the cover.

Article 15. If the amount of payment of the insurance benefits cannot be determined within sixty (60) days of receipt of the claim for payment of the insurance benefits, and relevant evidence and information thereof, then the insurer shall effect payment of the minimum amount which can be determined by the evidence and information obtained. The insurer shall pay the balance after the final amount of payment of the insurance benefits is determined.

The Obligations Of The Insurance Applicant And The Insured

Article 16. If the insurer, prior to the conclusion of an insurance contract, inquire about the subject matter of the insurance or person to be insured, the applicant should make a full and accurate disclosure.

The insurer shall have the right to terminate the insurance contract, in the case that the applicant intentionally or gross negligently fails to perform such obligation of making a full and accurate disclosure specified in the preceding paragraph to the extent that it would materially affect the insurer's decision whether or not to underwrite the insurance or whether or not to increase the premium rate.

The contractual cancellation right under the preceding paragraph shall be extinguished if not exercised for thirty (30) days, commencing on date when the insurer knows the grounds of termination. And the insurer can not cancel the contract, if the contract has been established for more than two years; in case of occurrence of insured event, the insurer shall bear obligation for payment of insurance benefits.

If any applicant intentionally fails to perform its obligation of making a full and accurate disclosure, the insurer shall bear no obligation for making any payment of the insurance benefits, or for returning the premiums paid, for the occurrence of

the insured event which occurred prior to the termination of the contract.
If an applicant gross negligently fails to perform its obligation of making a full and accurate disclosure and this materially affects the occurrence of an insured event, the insurer shall bear no obligation for making any payment of the insurance benefits for any insured event occurring before the termination of the contract, but may return the premiums paid.
If the insurer has known the information that the insured fails to make a full and accurate disclosure, the insurer can not terminate the contract; in case of occurrence of the insured event, the insurer shall bear the obligation for payment of the insurance benefits.
Article 17. Unless otherwise specified, the insurance applicant should pay the insurance premiums upon entering into this contract.The insurance contract will not be effective until the insurance premium is paid, and the insurer will not be liable for any insurance accident that occurs before the insurance premium is paid.
Article 18. If the insurance contract agrees to insure by name, the insured shall provide the list of the insured's employees at the time of insurance, and the insurer shall bear the liability in accordance with the list of employees provided by the insured, and the insurer shall not be responsible for the economic liability of the employees not included in the list at the time of the insurance accident.
Article 19. If the insurance contract agrees to bearer insurance, if the actual number of employees at the time of an insurance accident is more than the number of insured, the insurer will bear the liability in proportion to the number of insured and the actual number of insured at the time of the accident, unless otherwise agreed in this insurance contract.
Article 20. The insured shall observe all the state laws and regulations with respect to fire prevention, safe production, labor protection, occupational disease prevention, and any other regulations associated therewith, strengthen management, take reasonable precautions to avoid or reduce the occurrence of the insured event.
The insurer may inspect the compliance with the proceeding agreement by the insured, and propose written suggestions to the insurance applicant or the insured to eliminate risks and latent problems undermining the safety of the subject matter of the insurance, which shall be conscientiously implemented by the insurance applicant and the insured. However, the abovementioned inspection or examination shall in no circumstances be held as any commitment to the insured by the insurer.
In the event that the insurance applicant or the insured fails to fulfill its contractual obligation to perform the abovementioned safety obligation, the insurer has the right to request an increase of the premium or to terminate the contract.
Article 21. If the extent of risk to the subject-matter insured increases significantly during the period of the insurance contract, the insured shall, in accordance with the contract, promptly notify the insurer and the insurer shall have the right to increase the premium or terminate the contract.
If the insured fails to fulfill the obligation of notice stipulated in the preceding paragraph, the insurer shall bear no obligation for indemnity of the insured event which occurs due to the increased risk to the subject-matter insured.
Article 22. After knowing the occurrence of the insured event, the insured shall:
(1) Take necessary and reasonable measures to prevent or reduce the losses, **otherwise, the insurer is not liable for indemnity of exaggerated losses;**
(2) Notify the insurer timely of the causes, process and losses of the insured event in written form; **if the insured intentionally or gross negligently fail to timely notify, resulting in the difficulty for ascertaining the nature, causes and extent of losses of the insured event, the insurer shall not bear the liability for payment of insurance benefits for the parts the insurer cannot determined,** except the case that the insurer has timely known otherwise or should know the occurrence of the insured event;
(3) Protect the scene of the insured event, allow and assist the insurer to conduct the accident survey. **The insurer will not pay for any loss of which the insurer is incapable of verifying the cause or confirming the loss condition if the insured refuse or hinder the insurer from investigating;**
(4) For the insured event involved in violating laws or committing crimes, report to a public

security organ in time, **otherwise the insurer is not liable for indemnify of the exaggerated losses.**

Article 23. The insured should notify the insurer promptly when it received the claim for indemnity from employee. Without the written permission of the insurer, the insurer is not restricted by any commitment, rejection, offer, agreement, payment or compensation that the insured made to the employee. **The insurer has the right to re-check the insurance compensation voluntarily committed or paid by the insured, and the insurer is not liable for any indemnity exclusive from the scope of cover or exceed the limit of indemnity.** During the settlement process of any claim whose ultimate liability shall be borne by the insurer, the insurer has the right to handle independently. And the insured is obliged to provide to the insurer with any information and assistant with its best effort.

Article 24. The insured should immediately notify the insurer about the possible arbitration, litigation in written form when it learned that there may be any Litigation or arbitration; and should promptly send relevant copies to the insurer when it received a court summons or other legal documents. The insurer has the right to deal with litigation or arbitration matter in the name of the insured, and the insured should provide the relevant documents and necessary assistance.

The insurer is not liable for indemnity of exaggerated losses caused by the delayed information or necessary assistance abovementioned.

Article 25. The insured should provide the following evidences and information to the insurer as claiming for indemnity:

(1) Original insurance policy;
(2) Claims application filled by the insured or its representatives;
(3) Relevant material of claim submitted by the employee to the insured;
(4) In case of causing bodily injury or death of the employee, the materials shall include: the original medical bills of document regarding the employee's case history, certificate of diagnosis, medical fee and so on; the certificate concerning the employee's bodily injury degree: in case the employee is disabled, the certificate concerning the disabled degree issued by medical institution based on relevant laws and regulations shall be presented; in case the employee is dead, the certificate of death issued by public security organ and medical institution shall be presented; in case that employee suffers occupational disease, the diagnosis certification issued by qualified medical or sanitary institution shall be presented;
(5) The Compensation Agreement or Settlement Agreement signed between the insured and the employee; in case that the case has been judged or arbitrated, the written judgment or arbitration award shall be presented;
(6) Any other evidences and materials provided by the claimant for benefits to identify the nature and cause of the insured accident and the extent of loss.

In the event that the insurer is unable to verify the losses as a result of the insured's failing to fulfill the obligation of providing claiming materials stipulated in the preceding paragraph, the insurer is not liable for indemnity of the parts which the insurer cannot determined.

Claims Settlement

Article 26. The indemnity is based on the indemnity liability of the insurer determined by one of the following ways:

(1) negotiation between the insured and the employee who submit the claim for indemnity with the consent of the insurer;
(2) Award of the arbitration agency;
(3) Judgment of the People's Court;
(4) Other means approved by the insurer.

Article 27. If the insured caused damages to employee and has not indemnify the employee, the insurer shall not pay the insurance compensation to the insured.

Article 28. The insurer shall calculates indemnity for the losses within the scope of cover in the following ways:

(1) Regardless of the times the insured event occurs, the medical expenses paid by the insurer to each employee shall not exceed the limit of indemnity for medical expenses

per person specified in the policy schedule.

Regardless of the times the insured event occurs, the total amount of the death benefits, disability benefits, loss of income and medical benefits that insurer indemnifies to each employee shall not exceed the limit of indemnity for disability per person specified in the policy schedule.

The indemnity amount of legal expenses paid by the insurer to each employee of the insured shall not exceed 10% of the limit of indemnity for disability per person, unless otherwise specified in the policy.

(2) According to calculation of (1), the insurer indemnifies after the deduction of the mount deductible per event;

(3) During the insurance period, the total amount of insurance compensation of several events indemnified by the insurer, based on Article 3 and 4, shall not exceed the aggregate limit of indemnity.

Article 29. In case of the occurrence of the insured event, if the insured's losses can be indemnified under other insurance which has the same coverage as this insurance contract, the insurer shall bear the liabilities for indemnity as per the proportion of the limit of indemnity of this insurance contract to the total limit of indemnity of other insurance contracts and this one.

The insurer is not liable for advancement of the indemnity payable by other insurers. In the event that the insurer pays more indemnity due to the fact that the insured fails to make a full and accurate disclosure, the insurer has the right to retrieve the overpaid amount from the insured.

Article 30. In the event that the losses within the insurance liability shall be indemnified by related responsible party, the insurer may from the date when the insurer pay indemnity of insurance compensation to the insured, within the scope of indemnity, subrogate the insured's right against related responsible party for compensation, and the insured should provide the insurer with necessary documents and knowing information.

If the insured has already obtained insurance compensation from the responsible party, the insurer shall pay the amount after deducting such obtained amount.

If the insured waives the right of claiming for indemnity against the responsible party after the occurrence of the insured event and before the insurer making the indemnity, the insurer is not liable for indemnity; If the insured, without the insurer's consent, waives the right of claiming for indemnity against the responsible party after indemnity is made by the insurer, the waiver of the insured shall be regarded as invalid; The insurer may deduct or request the insured to refund the corresponding amount if the insurer is not able to exercise the right of claiming for indemnity by subrogation due to the insured's intentional misconduct or gross negligence.

Article 31. All the actions by the insurer, including but not limited to receiving a claim, investigating on spot, loss adjusting, taking part in litigation, giving advice to the Insured, and issuing or requesting of any document and so on, shall not be considered as the insurer's promise to undertake any liability of indemnity.

Dispute treatment and law application

Article 32. The dispute caused by performing this insurance contract shall be settled by the negotiation by parties. If they fail to consultations, the dispute shall submit to the arbitral agency described in the insurance policy; if the arbitral agency is not provisioned in the insurance policy or the parties fail to reach an arbitration agreement, the dispute shall be filed suit in people's court of the People's Republic of China legally.

Article 33. All the disputes related to this insurance contract shall apply to The People's Republic of China (not including Hong Kong, Macao and Taiwan area law).

Other Provisions

Article 34. The insurance applicant and the insurer may amend the contents of the insurance contract subject to mutual agreement.

Should there be any amendments to the insurance contract, then the insurer shall endorse the original policy or any other insurance certificate, or issue an endorsement slip

attached to the insurance contract or insurance certificate, or have a written agreement of amendment with the applicant.

Article 35. The insurance applicant may apply for terminating the insurance contract at any time, and the insurance contract shall be terminate within twenty-four hours since the date after the insurer received the written application from the insurance applicant. In the event that the insurance applicant requests the termination of the contract prior to the commencement of the insurance liability, the insurer shall pay back the remaining portion to the insurance applicant after deducting handling charges of 3% amount insured; In the event that the insurance applicant requests the termination of the contract subsequent to the commencement of the insurance liability, the premium in the period from the commencement of the insurance liability to the contract termination shall be calculated and collected as per the short-period rate, and the remaining part charge the premiums by short-period rate for the period from the commencement of the insurance liability to the date of the termination of the contract, and shall return the balance of the premiums to the insurance applicant.

The insurer may also terminate the insurance contract. In the event that the insurer requests the termination of the contract prior to the commencement of the insurance liability, he/ she shall not collect handling charges from the insurance applicant and shall pay back the collected premium; in the event that subsequent to the commencement of the insurance liability, the insurer may notify the insurance applicant to terminate the contract 15 days in advance and, the insurer may charge the premiums by the day for the period from the commencement of the insurance liability to the date of the termination of the contract, and shall return the remaining portion to the insurance applicant.

Article 36. If the insured event occurred and the indemnity had been borne by the insurer, the insurance applicant may terminate the contract within thirty days after the loss is indemnified by the insurer; Unless specified otherwise in the insurance contract, the insurer may also terminate the contract, but he/ she shall notify the applicant fifteen days in advance.

If the insurance contract is terminated in accordance with the preceding paragraph, the insurer shall return to the insurance applicant the portion after deducting the part due from the commencement of the insurance liability to the termination of the contract in accordance with the contract from the remaining premium after deducting accumulative amount indemnified from the accumulative compensation limit.

Definitions

1.Employee： includes short-term workers, casual workers, seasonal workers and apprentices.

2.Occupational diseases： refers to the diseases of the employee of enterprises, state-owned enterprises, individual economic organizations and other organizations, which arises out of touching dust, radioactive and other hazardous and noxious substances in his/her occupational activities and diagnosed in the period of insurance. The classification and contents of occupational diseases are subject to the related classification and contents issued by Health Administrative Department under the State Council and the Administrative Department for Labor and Social Security of the State Council.

3.Hospital： Refers to the designated hospital agreed upon by the insurer and the insurance applicant, or if they do not agree on a designated hospital, the hospital refers to the public hospital legally registered and operated in P.R.C. of Grade II or above as assessed and confirmed by the Department of Health of the People’s Republic of China, but it does not include those medical institutions that mainly act as a place for clinics, rehabilitation, nursing, recuperation, resting, temperance, abstinence of drugs, etc., or other similar medical institutions. The hospital shall possess the medical equipment that

comply with the setting standard of the national management rules for hospitals, and have qualified physicians and nurses to provide round-the-clock medical and nursing services.

4.Driving without driving license： refers to one of the following situations:

(1) The driver is not legally accredited with a driving license; his/her driving license is verified as unqualified; he/she fails to take or fails in a body check as required by law and regulations; or he/she is driving a vehicle not corresponding to his/her driving license;

(2) The driver is driving when his/her driving license is lost, damaged, expired, legally detained or temporarily detained, or with scores over 12 credits;

(3) The driver is learning to drive without the accompany of a qualified coach;

(4) The driver-in-internship is driving a public bus, coach, on-duty police car, fire engine, ambulance, engineering rescuing car, or a vehicle carrying explosives, combustible and explosive chemicals, virulent or radioactive things or other dangerous things, or is a vehicle towing a trailer;

(5) The driver is not holding a valid certification to operate various specialized mechanism vehicle and special vehicle; or the driver who is driving a commercial coach without a valid qualification certification accredited by relevant administrator.