

## 个人境外旅行意外伤害保险条款

请仔细阅读保险条款全文，特别是以粗体标注的免除保险人责任的规定。

### 总 则

#### 第一条

本保险合同由保险条款、投保单、保险单或其他保险凭证以及批单等组成。凡涉及本保险合同的约定，均采用书面形式。

#### 第二条

被保险人应为年满 8 天至八十周岁（见释义第 1 条）（含 8 天和八十周岁）、身体健康、能正常工作或正常生活，参加旅游团体或自行到中国境外（见释义第 2 条）旅行的自然人。本保险合同不承保任何国家或国际组织认定的恐怖分子或恐怖组织成员，或非法从事毒品、核武器、生物或化学武器交易人员。

#### 第三条

投保人应为具有完全民事行为能力的被保险人本人或对被保险人有保险利益的其他人。

#### 第四条

保险金受益人

##### （一）身故保险金受益人

订立本保险合同时，被保险人或投保人可指定一人或数人为身故保险金受益人。身故保险金受益人为数人时，应确定其受益顺序和受益份额；未确定受益份额的，各身故保险金受益人按照相等份额享有受益权。投保人指定身故保险金受益人时须经被保险人同意。

被保险人死亡后，有下列情形之一的，保险金作为被保险人的遗产，由保险人（见释义第 3 条）依照《中华人民共和国继承法》的规定履行给付保险金的义务：

- （1）没有指定身故保险金受益人，或者身故保险金受益人指定不明无法确定的；
- （2）身故保险金受益人先于被保险人死亡，没有其他身故保险金受益人的；
- （3）身故保险金受益人依法丧失受益权或者放弃受益权，没有其他身故保险金受益人的。

身故保险金受益人与被保险人在同一事件中死亡，且不能确定死亡先后顺序的，推定身故保险金受益人死亡在先。

被保险人或投保人可以变更身故保险金受益人，但需书面通知保险人，由保险人在本保险合同上批注。对因身故保险金受益人变更发生的法律纠纷，保险人不承担任何责任。

投保人指定或变更身故保险金受益人的，应经被保险人书面同意。被保险人为无民事

行为能力人或限制民事行为能力人的，应由其监护人指定或变更身故保险金受益人。

## （二）伤残保险金受益人

除另有约定外，本保险合同的伤残保险金的受益人为被保险人本人。

## 保险责任

### 第五条

在保险期间内，被保险人持有有效证件在**中国境外**旅行时，因遭受**意外伤害**（见释义第4条）事故导致身故、伤残的，**保险人**依照下列约定给付保险金。

（一）身故保险责任在保险期间内，被保险人持有有效证件在**中国境外**旅行时遭受**意外伤害**事故，并自事故发生之日起180日内因该事故身故的，**保险人**按**保险金额**给付**身故保险金**，对该被保险人的**保险责任**终止。

在保险期间内，被保险人持有有效证件在**中国境外**旅行时遭受**意外伤害**事故，且自该事故发生日起下落不明，后经人民法院宣告死亡的，**保险人**按**保险金额**给付**身故保险金**。但若被保险人被宣告死亡后生还的，**保险金**受领人应于知道或应当知道被保险人生还后30日内退还**保险人**给付的**身故保险金**。

被保险人身故前**保险人**已给付本条第（二）款约定的**伤残保险金**的，**身故保险金**应扣除已给付的**伤残保险金**。

（二）**伤残**保险责任在保险期间内，被保险人持有有效证件在**中国境外**旅行时遭受**意外伤害**事故，并自该事故发生之日起180日内因该事故造成本保险合同所附《人身保险伤残评定标准》所列**伤残**项目，**保险人**按该标准规定的评定原则对**伤残**项目进行评定，并按评定结果所对应该标准规定的**给付比例**乘以**保险金额**给付**伤残保险金**。如第180日治疗仍未结束的，按当日的身体情况进行**伤残**鉴定，并据此给付**伤残保险金**。

被保险人因同一**意外伤害**事故导致一项以上**残疾**时，**保险人**给付各项**残疾**保险金之和，但**给付总额**不超过**保险金额**。不同**残疾**项目属于同一肢时，仅给付其中**给付比例**最高一项的**残疾**保险金。

被保险人如在本次意外伤害事故之前已有伤残，保险人按合并后的伤残程度在《人身保险伤残评定标准》中所对应的给付比例给付伤残保险金，但应扣除原有伤残程度（投保前已患或因责任免除事项所致伤残视为原有伤残）所对应的伤残保险金。

## 境外旅行救援服务

### 第六条

投保人可以通过在本保险合同中另行约定的方式享受经保险人委托的救援机构或其授权代表提供的境外旅行救援服务。

## 责任免除

### 第七条

因下列原因造成被保险人身故、伤残的，保险人不承担给付保险金责任：

- （一）投保人的故意行为；
- （二）被保险人自致伤害或自杀，但被保险人自杀时为无民事行为能力人的除外；
- （三）因被保险人挑衅或故意行为而导致的打斗、殴斗、被袭击或被谋杀；
- （四）被保险人妊娠、流产、分娩、疾病、药物过敏；
- （五）被保险人接受医疗检查、麻醉、整容手术及其他内、外科手术；
- （六）被保险人未遵医嘱，私自服用、涂用、注射药物；
- （七）任何生物、化学、原子能武器，原子能或核能装置所造成的爆炸、灼伤、污染或辐射；
- （八）恐怖袭击；
- （九）被保险人犯罪或拒捕；
- （十）被保险人因精神错乱或失常而导致的意外；
- （十一）被保险人受细菌、病毒或寄生虫感染（但因受伤以致伤口脓肿者除外）；或被保险人中暑、猝死（见释义第 5 条）或食物中毒；
- （十二）直接或间接由流行疫病（见释义第 6 条）或大规模流行疫病（见释义第 7 条）爆发引起；
- （十三）被保险人从事跳伞、滑翔、探险活动（见释义第 8 条）、武术比赛（见释义

第9条)、摔跤比赛、特技(见释义第10条)表演、赛马、马术表演、赛车、拳击等高风险运动或活动;

(十四) 被保险人参与任何职业、半职业或设有奖金、报酬的体育活动;

(十五) 被保险人参与执行军警任务或以执法身份执行任务;

(十六) 被保险人受雇于商业船舶并执行职务; 于海军、空军服军役; 职业性操作或测试任何种类交通工具; 从事石油或化工业、森林砍伐业、建筑工程业、运输业、采掘业、采矿业、空中摄影、处理爆炸物、水上作业、高空作业等职业活动或从事任何体力劳动或与操作机器有关的工作;

(十七) 违反法律法规或交通管理部门的规定搭乘交通工具或搭乘未经保险事故发生地相关政府部门登记许可的交通工具;

(十八) 航空或飞行活动, 包括身为飞行驾驶员或空勤人员, 但以缴费乘客身份乘坐客运民航班机的除外;

(十九) 被保险人以接受医生(见释义第11条)治疗或疗养为目的而进行旅行; 被保险人违反医生的嘱咐而旅行或当被保险人在其身体条件不适宜于旅行时进行旅行;

(二十) 被保险人身体状况尚适宜旅行情况下未遵循主治医生建议立即返回中国境内(见释义第12条)做进一步治疗而导致病情恶化所引致的损失。

## 第八条

被保险人在下列期间遭受伤害导致身故、伤残的, 保险人也不承担给付保险金责任:

(一) 战争(无论宣战与否)、军事行动、暴动或武装叛乱期间;

(二) 被保险人醉酒或受毒品(见释义第13条)、管制药品(见释义第14条)的影响期间;

(三) 被保险人酒后驾车、无有效驾驶证(见释义第15条)驾驶或驾驶无有效行驶证(见释义第16条)的机动车期间;

(四) 被保险人因受当地司法当局拘禁或被判入狱期间。

若由于本保险合同中责任免除的情形导致的被保险人死亡, 保险人对该被保险人的保险责任终止, 并退还未满期净保费(见释义第17条)。

## 保险金额和保险费

## 第九条

**保险金额是保险人承担给付保险金责任的最高限额。**保险金额由投保人、**保险人**双方约定，并在保险单中载明。投保人应该按照本保险合同约定向**保险人**交纳保险费。**保险人和投保人可以在本保险合同项下约定免赔额等限制条件，并于保险合同中载明。**

保险费依据保险金额与保险费率计收，并于保险合同上载明。除保险合同另有约定外，投保人应于约定的缴费日期一次性缴清保险费。**投保人若未按约定足额交纳保险费，保险人对其实际足额支付之日前发生的保险事故，不承担相应的保险责任。**

## 保险期间

### 第十条

本保险合同的保险期间以**保险人**和投保人协商确定，以保险单载明的起讫时间为准。

如投保全年多次往返保障计划，保险责任的开始时间为保险期间内，被保险人每次离开其**中国境内**日常居住地或日常工作地直接前往**中国境外**旅行目的地之时，终止于以下最先发生的时间：（1）该被保险人完成该次境外旅行后返回至其境内的日常居住地或日常工作地；（2）保险单或保险凭证所载保险期间届满；（3）如**保险人**和投保人在本保险合同项下约定**保险人**对被保险人每次旅行承担保险责任的天数上限的（即单次旅行责任期限），被保险人单次旅行责任期限的最后一日。

如投保单次保障计划，保险责任的开始时间以下列情况中最迟发生的时间为准：

（1）保险单所载的保险期间起始日；（2）被保险人在保险期间内离开其**中国境内**日常居住地或日常工作地直接前往**中国境外**旅行目的地之时。该保险责任的终止时间以下列情况中最先发生的时间为准：（1）保险单或保险凭证所载保险期间届满；（2）该被保险人完成境外旅行后直接返回至其境内日常居住地或日常工作地。

## 保险人义务

### 第十一条

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。

## 第十二条

保险人认为**保险金申请人**（见释义第 18 条）提供的有关给付保险金的证明和资料不完整的，应当及时一次性通知补充提供。

## 第十三条

保险人收到**保险金申请人**给付保险金的请求后，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，但保险合同另有约定的除外。

保险人应当将核定结果通知**保险金请求人**；对属于保险责任的，在与**保险金请求人**达成给付保险金的协议后十日内，履行赔偿保险金义务。保险合同对给付保险金的期限有约定的，**保险人**应当按照约定履行给付保险金的义务。**保险人**依照前款约定作出核定后，对不属于保险责任的，应当自作出核定之日起三日内向**保险金请求人**发出拒绝给付保险金通知书，并说明理由。

## 第十四条

保险人自收到给付保险金的请求和有关证明、资料之日起六十日内，对其给付的数额不能确定的，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**最终确定给付的数额后，应当支付相应的差额。

投保人、被保险人义务

## 第十五条

除另有约定外，投保人应当在本保险合同成立时交清保险费。

## 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**有权解除本合同。

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。

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，不承担给付保险金责任，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，不承担给付保险金责任，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，保险人应当承担给付保险金责任。

#### 第十七条

投保人住所或通讯地址变更时，应及时以书面形式通知保险人。投保人未通知的，保险人按本保险合同所载的最后住所或通讯地址发送的有关通知，均视为已发送给投保人。

#### 第十八条

投保人、被保险人或者保险金受益人知道保险事故发生后，应当及时通知保险人。故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担给付保险金责任，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。

上述约定，不包括因不可抗力（见释义第19条）而导致的迟延。

### 保险金申请与给付

#### 第十九条

保险金申请人向保险人申请给付保险金时，应提交以下材料。保险金申请人因特殊原因不能提供以下材料的，应提供其他合法有效的材料。保险金申请人未能提供有关材料，导致保险人无法核实该申请的真实性的，保险人对无法核实部分不承担给付保险金的责任。

##### （一）身故保险金申请

- 1、保险金给付申请书；
- 2、保险金申请人的户籍证明或身份证明复印件；

- 3、公安部门或**保险人**认可的医疗机构出具的被保险人死亡的书面证明或验尸报告；
- 4、若被保险人为宣告死亡，**保险金申请人**应提供人民法院出具的宣告死亡证明文件；
- 5、法律法规授权的有关部门出具的**意外伤害**事故证明；
- 6、如被保险人在**中国境外**身故的，需要提供中华人民共和国驻所在国使、领馆或保险事故发生地政府有关机构出具的被保险人死亡证明或验尸报告；
- 7、**保险金申请人**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。

## （二）伤残保险金申请

- 1、保险金给付申请书；
- 2、**保险金申请人**的户籍证明或身份证明复印件；
- 3、经司法行政机关审核登记、并取得《司法鉴定许可证》的或经**保险人**与被保险人或投保人协商同意的鉴定机构根据《人身保险伤残评定标准》出具的被保险人伤残程度的资料或身体伤残程度评定书；
- 4、法律法规授权的有关部门出具的**意外伤害**事故证明；
- 5、其他与确认保险事故的性质、原因、损失程度有关的证明和资料。

（三）被保险人继承人作为**保险金申请人**申请给付保险金时，需提供可证明合法继承权的相关权利文件。

（四）若**保险金申请人**委托他人申请的，还应提供授权委托书原件、委托人和受托人的身份证明等相关证明文件。

（五）被保险人于**中国境外**发生保险事故时，除须按照本条第（一）至（四）款约定提供相应给付保险金的申请文件外，凡由**中国境外**机构或人员出具的文件必须经**中国境外**出险地合法公证机构对文件的有效性及其真实性进行公证，或经中华人民共和国驻当地所在国使领馆认可。

## 诉讼时效期间

### 第二十条

**保险金申请人**向**保险人**请求给付保险金的诉讼时效期间为二年，自其知道或者应当知道保险事故发生之日起计算。

## 争议处理和法律适用



## 第二十一条

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或者争议发生后未达成仲裁协议的，依法向有管辖权人民法院起诉。

## 第二十二条

与本保险合同有关的以及履行本保险合同产生的一切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）。

### 贸易制裁法律的遵守

## 第二十三条

如果由于贸易或经济制裁或其它类似法律禁止保险人、保险人的母公司或最终控股公司提供本保险的承保范围，在禁止范围内本保险即不适用。

### 其他事项

## 第二十四条

投保人可于本保险合同生效前以书面形式向保险人提交解除本保险合同的申请（该申请书必须于生效前送达保险人），保险人将无息退还已缴付保险费。

如投保单次旅行，保险合同生效后，除法律另有规定外，投保人及保险人均不得解除合同。

如保险期间为一年，投保人除根据上述约定在本保险合同生效前申请解除本合同外，还可于本保险合同有效期内至少提前三十天以书面形式申请解除本合同，本保险合同将于保险人收到解除合同通知书之日二十四时或通知书上载明的合同终止时间（以较晚者为准）终止，保险人不再承担保险责任。

投保人解除本保险合同时，应提供下列证明文件和资料：

- （1）保险合同解除申请书；
- （2）保险单或其他保险凭证原件；
- （3）保险费交付凭证；
- （4）投保人身份证明。

保险人收到上述证明文件和资料之日起 30 日内退还保险单的未到期净保费。

## 释义

- 1、**周岁**：以法定身份证明文件中记载的出生日期为基础计算的实足年龄。
- 2、**中国境外**：指中华人民共和国大陆地区以外的国家和地区，包括香港特别行政区、澳门特别行政区及台湾。
- 3、**保险人**：指与投保人签订本保险合同的丘博保险（中国）有限公司。
- 4、**意外伤害**：指遭受外来的、突发的、非本意的、非疾病的客观事件为直接且单独的原因致使身体受到的伤害。
- 5、**猝死**：指表面健康的人因潜在疾病、机能障碍或其他原因在出现症状后 24 小时内发生的非暴力性突然死亡。**猝死的认定以医院**（见释义第 20 条）的诊断和公安部门的鉴定为准。
- 6、**流行疫病**：是指在某国家、地区或区域突然爆发并快速传播的传染性疾病。
- 7、**大规模流行疫病**：是指在整个洲际大陆或整个人类中流行的传染性疾病。
- 8、**探险活动**：指明知在某种特定的自然条件下有失去生命或使身体受到伤害的危险，而故意使自己置身其中的行为。如江河漂流、徒步穿越沙漠或人迹罕见的原始森林等活动。
- 9、**武术比赛**：指两人或两人以上对抗性柔道、空手道、跆拳道、散打、拳击等各种拳术及各种使用器械的对抗性比赛。
- 10、**特技**：指马术、杂技、驯兽等特殊技能。
- 11、**医生**：指除被保险人或其直系亲属以外的，依据其执业国家之法律，正式注册且有行医资格，并在其行医资格范围内行医之医生。
- 12、**中国境内**：指中华人民共和国大陆地区，不含香港特别行政区、澳门特别行政区及台湾。
- 13、**毒品**：指中华人民共和国刑法规定的鸦片、海洛因、甲基苯丙胺（冰毒）、吗啡、大麻、可卡因以及国家规定管制的其他能够使人形成瘾癖的麻醉药品和精神药品，但不包括由**医生**开具并遵医嘱使用的用于治疗疾病但含有**毒品**成分的处方药品。

14、**管制药品**：指根据《中华人民共和国药品管理法》及有关法规被列为特殊管理的药品，包括但不限于麻醉药品、精神药品、毒性药品及放射性药品。

15、**无有效驾驶证**：指被保险人存在下列情形之一者：

(1) 无驾驶证或驾驶证有效期已届满；

(2) 驾驶的机动车与驾驶证载明的准驾车型不符；

(3) 实习期内驾驶公共汽车、营运客车或者载有爆炸物品、易燃易爆化学物品、剧毒或者放射性等危险物品的机动车，实习期内驾驶的机动车牵引挂车；

(4) 持未按规定审验的驾驶证，以及在暂扣、扣留、吊销、注销驾驶证期间驾驶机动车；

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

(6) 依照当地法律法规或交通管理部门有关规定不允许驾驶机动车的其他情况下驾车。

16、**无有效行驶证**：指下列情形之一：

(1) 机动车被依法注销登记的；

(2) 机动交通工具无当地交通管理部门核发的行驶证、号牌，或临时号牌或临时移动证；

(3) 机动交通工具未在规定检验期限内进行机动车安全技术检验或未通过检验。

17、**未到期净保费**

未到期净保费=保险费×[1-(保险期间已经过天数/保险期间天数)]×(1-X%)。

X%为手续费率。

18、**保险金申请人**：指受益人或被保险人的继承人或依法享有保险金请求权的其他自然人。

19、**不可抗力**：指不能预见、不能避免并不能克服的客观情况。

20、**医院**：在**中国境内**是指经中华人民共和国卫生部门评审确定的二级或以上的公立医院或投保人与**保险人**协商共同指定的医院或医疗机构。

在**中国境外**是指**保险人**认可的根据所在国家法律规定合法成立、运营并符合以下标准的医疗机构：

1) 主要运营目的是以住院病人形式提供接待患病、受伤的人并为其提供医疗护理和治疗，

2) 在一名或若干**医生**的指导下为病人治疗，其中最少有一名合法执业资格的驻院**医生**驻诊，

3) 维持足够妥善的设备为病人提供医学诊断和治疗，并于机构内或由其管理的地方进行各种手术，

4) 有合法执业的护士提供和指导二十四小时的全职护理服务。

但不包括以下或类似的医疗机构：

1) **精神病院**；

2) **老人院、疗养院、戒毒中心和戒酒中心**；

3) **健康中心或天然治疗所、疗养或康复院**；

4) **特需部、外宾病房**。

附件：

# 人身保险伤残评定标准

中国保险行业协会、中国法医学学会

联合发布

二零一三年六月八日

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禁止入内

## 前言

根据保险行业业务发展要求，制订本标准。

本标准制定过程中参照世界卫生组织《国际功能、残疾和健康分类》（以下简称“ICF”）的理论与方法，建立新的残疾标准的理论架构、术语体系和分类方法。

本标准制定过程中参考了国内重要的伤残评定标准，如《劳动能力鉴定，职工工伤与职业病致残等级》、《道路交通事故受伤人员伤残评定》等，符合国内相关的残疾政策，同时参考了国际上其他国家地区的伤残分级原则和标准。

本标准建立了保险行业人身保险伤残评定和保险金给付比例的基础，各保险公司应根据自身的业务特点，根据本标准的方法、内容和结构，开发保险产品，提供保险服务。

本标准负责起草单位：中国保险行业协会。

本标准规定了人身保险伤残程度的评定等级以及保险金给付比例的原则和方法，人身保险伤残程度分为一至十级，保险金给付比例分为 100%至 10%。

### 1 适用范围

本标准适用于意外险产品或包括意外责任的保险产品中的伤残保障，用于评定由于意外伤害因素引起的伤残程度。

### 2 术语和定义

下列术语和定义适用于本标准。

- 2.1 伤残：因意外伤害损伤所致的人体残疾。
- 2.2 身体结构：指身体的解剖部位，如器官、肢体及其组成部分。
- 2.3 身体功能：指身体各系统的生理功能。

### 3 标准的内容和结构

本标准参照 ICF 有关功能和残疾的分类理论与方法，建立“神经系统的结构和精神功能”、“眼，耳和有关的结构和功能”、“发声和言语的结构和功能”、“心血管，免疫和呼吸系统的结构和功能”、“消化、代谢和内分泌系统有关的结构和功能”、“泌尿和生殖系统有关的结构和功能”、“神经肌肉骨骼和运动有关的结构和功能”和“皮肤和有关的结构和功能” 8 大类，共 281 项人身保险伤残条目。

本标准对功能和残疾进行了分类和分级，将人身保险伤残程度划分为一至十级，最重为第一级，最轻为第十级。

与人身保险伤残程度等级相对应的保险金给付比例分为十档，伤残程度第一级对应的保险金给付比例为 100%，伤残程度第十级对应的保险金给付比例为 10%，每级相差 10%。

### 4 伤残的评定原则

- 4.1 确定伤残类别：评定伤残时，应根据人体的身体结构与功能损伤情况确定所涉及的伤残类别。
- 4.2 确定伤残等级：应根据伤残情况，在同类别伤残下，确定伤残等级。
- 4.3 确定保险金给付比例：应根据伤残等级对应的百分比，确定保险金给付比例。
- 4.4 多处伤残的评定原则：当同一保险事故造成两处或两处以上伤残时，应首先对各处伤残程度分别进行评定，如果几处伤残等级不同，以最重的伤残等级作为最终的评定结论；如果两处或两处以上伤残等级相同，伤残等级在原评定基础上最多晋升一级，最高晋升至第一级。同一部位和性质的伤残，不应采用本标准条文两条以上或者同一条文两次以上进行评定。

### 5 说明

本标准中“以上”均包括本数值或本部位。



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## 人身保险伤残评定标准（行业标准）

说明：本标准对功能和残疾进行了分类和分级，将人身保险伤残程度划分为一至十级，最重为第一级，最轻为第十级。与人身保险伤残程度等级相对应的保险金给付比例分为十档，伤残程度第一级对应的保险金给付比例为 100%，伤残程度第十级对应的保险金给付比例为 10%，每级相差 10%。

### 1 神经系统的结构和精神功能

#### 1.1 脑膜的结构损伤

外伤性脑脊液鼻漏或耳漏	10 级
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#### 1.2 脑的结构损伤，智力功能障碍

颅脑损伤导致极度智力缺损（智商小于等于 20），日常生活完全不能自理，处于完全护理依赖状态	1 级
颅脑损伤导致重度智力缺损（智商小于等于 34），日常生活需随时有人帮助才能完成，处于完全护理依赖状态	2 级
颅脑损伤导致重度智力缺损（智商小于等于 34），不能完全独立生活，需经常有人监护，处于大部分护理依赖状态	3 级
颅脑损伤导致中度智力缺损（智商小于等于 49），日常生活能力严重受限，间或需要帮助，处于大部分护理依赖状态	4 级

注：①护理依赖：应用“基本日常生活活动能力”的丧失程度来判断护理依赖程度。

②基本日常生活活动是指：（1）穿衣：自己能够穿衣及脱衣；（2）移动：自己从一个房间到另一个房间；（3）行动：自己上下床或上下轮椅；（4）如厕：自己控制进行大小便；（5）进食：自己从已准备好的碗或碟中取食物放入口中；（6）洗澡：自己进行淋浴或盆浴。

③护理依赖的程度分三级：（1）完全护理依赖指生活完全不能自理，上述六项基本日常生活活动均需护理者；（2）大部分护理依赖指生活大部不能自理，上述六项基本日常生活活动中三项或三项以上需要护理者；（3）部分护理依赖指部分生活不能自理，上述六项基本日常生活活动中一项或一项以上需要护理者。

#### 1.3 意识功能障碍

意识功能是指意识和警觉状态下的一般精神功能，包括清醒和持续的觉醒状态。本标准中的意识功能障碍是指颅脑损伤导致植物状态。

颅脑损伤导致植物状态	1 级
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注：植物状态指由于严重颅脑损伤造成认知功能丧失，无意识活动，不能执行命令，保持自主呼吸和血压，有睡眠-醒觉周期，不能理解和表达语言，能自动睁眼或刺激下睁眼，可有无目的性眼球跟踪运动，丘脑下部及脑干功能基本保存。

### 2 眼，耳和有关的结构和功能

#### 2.1 眼球损伤或视功能障碍

视功能是指与感受存在的光线和感受视觉刺激的形式、大小、形状和颜色等有关的感觉功能。本标准中的视功能障碍是指眼盲目或低视力。

双侧眼球缺失	1 级
一侧眼球缺失，且另一侧眼盲目 5 级	1 级
一侧眼球缺失，且另一侧眼盲目 4 级	2 级
一侧眼球缺失，且另一侧眼盲目 3 级	3 级
一侧眼球缺失，且另一侧眼低视力 2 级	4 级
一侧眼球缺失，且另一侧眼低视力 1 级	5 级
一侧眼球缺失	7 级

## 2.2 视功能障碍

除眼盲目和低视力外，本标准中的视功能障碍还包括视野缺损。

双眼盲目 5 级	2 级
双眼视野缺损，直径小于 5°	2 级
双眼盲目大于等于 4 级	3 级
双眼视野缺损，直径小于 10°	3 级
双眼盲目大于等于 3 级	4 级
双眼视野缺损，直径小于 20°	4 级
双眼低视力大于等于 2 级	5 级
双眼低视力大于等于 1 级	6 级
双眼视野缺损，直径小于 60°	6 级
一眼盲目 5 级	7 级
一眼视野缺损，直径小于 5°	7 级
一眼盲目大于等于 4 级	8 级
一眼视野缺损，直径小于 10°	8 级
一眼盲目大于等于 3 级	9 级
一眼视野缺损，直径小于 20°	9 级
一眼低视力大于等于 1 级。	10 级
一眼视野缺损，直径小于 60°	10 级

注：①视力和视野

级别		低视力及盲目分级标准	
		最好矫正视力	
		最好矫正视力低于	最低矫正视力等于或优于
低视力	1	0.3	0.1
	2	0.1	0.05（三米指数）
盲目	3	0.05	0.02（一米指数）
	4	0.02	光感
	5		无光感

如果中心视力好而视野缩小，以中央注视点为中心，视野直径小于 20° 而大于 10° 者为盲目 3 级；如直径小于 10° 者为盲目 4 级。

本标准视力以矫正视力为准，经治疗而无法恢复者。

②视野缺损指因损伤导致眼球注视前方而不转动所能看到的空间范围缩窄，以致难以从事正常工作、学习或其他活动。

## 2.3 眼球的晶状体结构损伤

外伤性白内障	10 级
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注：外伤性白内障：凡未做手术者，均适用本条；外伤性白内障术后遗留相关视功能障碍，参照有关条款评定伤残等级。

## 2.4 眼睑结构损伤

双侧眼睑显著缺损	8 级
双侧眼睑外翻	8 级
双侧眼睑闭合不全	8 级
一侧眼睑显著缺损	9 级
一侧眼睑外翻	9 级
一侧眼睑闭合不全	9 级

注：眼睑显著缺损指闭眼时眼睑不能完全覆盖角膜。

## 2.5 耳廓结构损伤或听功能障碍

听功能是指与感受存在的声音和辨别方位、音调、音量和音质有关的感觉功能。

双耳听力损失大于等于 91dB, 且双侧耳廓缺失	2 级
双耳听力损失大于等于 91dB, 且一侧耳廓缺失	3 级
一耳听力损失大于等于 91dB, 另一耳听力损失大于等于 71dB, 且一侧耳廓缺失, 另一侧耳廓缺失大于等于 50%	3 级
双耳听力损失大于等于 71dB, 且双侧耳廓缺失	3 级
双耳听力损失大于等于 71dB, 且一侧耳廓缺失	4 级
双耳听力损失大于等于 56dB, 且双侧耳廓缺失	4 级
一耳听力损失大于等于 91dB, 另一耳听力损失大于等于 71dB, 且一侧耳廓缺失大于等于 50%	4 级
双耳听力损失大于等于 71dB, 且一侧耳廓缺失大于等于 50%	5 级
双耳听力损失大于等于 56dB, 且一侧耳廓缺失	5 级
双侧耳廓缺失	5 级
一侧耳廓缺失, 且另一侧耳廓缺失大于等于 50%	6 级
一侧耳廓缺失	8 级
一侧耳廓缺失大于等于 50%	9 级

## 2.6 听功能障碍

双耳听力损失大于等于 91dB	4 级
双耳听力损失大于等于 81dB	5 级
一耳听力损失大于等于 91dB, 且另一耳听力损失大于等于 71dB	5 级
双耳听力损失大于等于 71dB	6 级
一耳听力损失大于等于 91dB, 且另一耳听力损失大于等于 56dB	6 级
一耳听力损失大于等于 91dB, 且另一耳听力损失大于等于 41dB	7 级
一耳听力损失大于等于 71dB, 且另一耳听力损失大于等于 56dB	7 级
一耳听力损失大于等于 71dB, 且另一耳听力损失大于等于 41dB	8 级
一耳听力损失大于等于 91dB	8 级
一耳听力损失大于等于 56dB, 且另一耳听力损失大于等于 41dB	9 级
一耳听力损失大于等于 71dB	9 级
双耳听力损失大于等于 26dB	10 级
一耳听力损失大于等于 56dB	10 级

## 3 发声和言语的结构和功能

### 3.1 鼻的结构损伤

外鼻部完全缺失	5 级
外鼻部大部分缺损	7 级
鼻尖及一侧鼻翼缺损	8 级
双侧鼻腔或鼻咽部闭锁	8 级
一侧鼻翼缺损	9 级
单侧鼻腔或鼻孔闭锁	10 级

### 3.2 口腔的结构损伤

舌缺损大于全舌的 2/3	3 级
舌缺损大于全舌的 1/3	6 级
口腔损伤导致牙齿脱落大于等于 16 枚	9 级
口腔损伤导致牙齿脱落大于等于 8 枚	10 级

### 3.3 发声和言语的功能障碍

本标准中的发声和言语的功能障碍是指语言功能丧失。

语言功能完全丧失	8 级
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注：语言功能完全丧失指构成语言的口唇音、齿舌音、口盖音和喉头音的四种语言功能中，有三种以上不能构声、或声带全部切除，或因大脑语言中枢受伤害而患失语症，并须有资格的耳鼻喉科医师出具医疗诊断证明，但不包括任何心理障碍引致的失语。

#### 4 心血管，免疫和呼吸系统的结构和功能

##### 4.1 心脏的结构损伤或功能障碍

胸部损伤导致心肺联合移植	1 级
胸部损伤导致心脏贯通伤修补术后，心电图有明显改变	3 级
胸部损伤导致心肌破裂修补	8 级

##### 4.2 脾结构损伤

腹部损伤导致脾切除	8 级
腹部损伤导致脾部分切除	9 级
腹部损伤导致脾破裂修补	10 级

##### 4.3 肺的结构损伤

胸部损伤导致一侧全肺切除	4 级
胸部损伤导致双侧肺叶切除	4 级
胸部损伤导致同侧双肺叶切除	5 级
胸部损伤导致肺叶切除	7 级

##### 4.4 胸廓的结构损伤

本标准中的胸廓的结构损伤是指肋骨骨折或缺失。

胸部损伤导致大于等于 12 根肋骨骨折	8 级
胸部损伤导致大于等于 8 根肋骨骨折	9 级
胸部损伤导致大于等于 4 根肋骨缺失	9 级
胸部损伤导致大于等于 4 根肋骨骨折	10 级
胸部损伤导致大于等于 2 根肋骨缺失	10 级

#### 5 消化、代谢和内分泌系统有关的结构和功能

##### 5.1 咀嚼和吞咽功能障碍

咀嚼是指用后牙（如磨牙）碾、磨或咀嚼食物的功能。吞咽是指通过口腔、咽和食道把食物和饮料以适宜的频率和速度送入胃中的功能。

咀嚼、吞咽功能完全丧失	1 级
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注：咀嚼、吞咽功能丧失指由于牙齿以外的原因引起器质障碍或机能障碍，以致不能作咀嚼、吞咽运动，除流质食物外不能摄取或吞咽的状态。

##### 5.2 肠的结构损伤

腹部损伤导致小肠切除大于等于 90%	1 级
腹部损伤导致小肠切除大于等于 75%，合并短肠综合症	2 级
腹部损伤导致小肠切除大于等于 75%	4 级
腹部或骨盆部损伤导致全结肠、直肠、肛门结构切除，回肠造瘘	4 级
腹部或骨盆部损伤导致直肠、肛门切除，且结肠部分切除，结肠造瘘	5 级
腹部损伤导致小肠切除大于等于 50%，且包括回盲部切除	6 级
腹部损伤导致小肠切除大于等于 50%	7 级
腹部损伤导致结肠切除大于等于 50%	7 级
腹部损伤导致结肠部分切除	8 级
骨盆部损伤导致直肠、肛门损伤，且遗留永久性乙状结肠造口	9 级

骨盆部损伤导致直肠、肛门损伤，且瘢痕形成	10级
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### 5.3 胃结构损伤

腹部损伤导致全胃切除	4级
腹部损伤导致胃切除大于等于 50%	7级

### 5.4 胰结构损伤或代谢功能障碍

本标准中的代谢功能障碍是指胰岛素依赖。

腹部损伤导致胰完全切除	1级
腹部损伤导致胰切除大于等于 50%，且伴有胰岛素依赖	3级
腹部损伤导致胰头、十二指肠切除	4级
腹部损伤导致胰切除大于等于 50%	6级
腹部损伤导致胰部分切除	8级

### 5.5 肝结构损伤

腹部损伤导致肝切除大于等于 75%	2级
腹部损伤导致肝切除大于等于 50%	5级
腹部损伤导致肝部分切除	8级

## 6 泌尿和生殖系统有关的结构和功能

### 6.1 泌尿系统的结构损伤

腹部损伤导致双侧肾切除	1级
腹部损伤导致孤肾切除	1级
骨盆部损伤导致双侧输尿管缺失	5级
骨盆部损伤导致双侧输尿管闭锁	5级
骨盆部损伤导致一侧输尿管缺失，另一侧输尿管闭锁	5级
骨盆部损伤导致膀胱切除	5级
骨盆部损伤导致尿道闭锁	5级
骨盆部损伤导致一侧输尿管缺失，另一侧输尿管严重狭窄	7级
骨盆部损伤导致一侧输尿管闭锁，另一侧输尿管严重狭窄	7级
腹部损伤导致一侧肾切除	8级
骨盆部损伤导致双侧输尿管严重狭窄	8级
骨盆部损伤导致一侧输尿管缺失，另一侧输尿管狭窄	8级
骨盆部损伤导致一侧输尿管闭锁，另一侧输尿管狭窄	8级
腹部损伤导致一侧肾部分切除	9级
骨盆部损伤导致一侧输尿管缺失	9级
骨盆部损伤导致一侧输尿管闭锁	9级
骨盆部损伤导致尿道狭窄	9级
骨盆部损伤导致膀胱部分切除	9级
腹部损伤导致肾破裂修补	10级
骨盆部损伤导致一侧输尿管严重狭窄	10级
骨盆部损伤导致膀胱破裂修补	10级

### 6.2 生殖系统的结构损伤

会阴部损伤导致双侧睾丸缺失	3级
会阴部损伤导致双侧睾丸完全萎缩	3级
会阴部损伤导致一侧睾丸缺失，另一侧睾丸完全萎缩	3级
会阴部损伤导致阴茎体完全缺失	4级
会阴部损伤导致阴道闭锁	5级

会阴部损伤导致阴茎体缺失大于 50%	5 级
会阴部损伤导致双侧输精管缺失	6 级
会阴部损伤导致双侧输精管闭锁	6 级
会阴部损伤导致一侧输精管缺失，另一侧输精管闭锁	6 级
胸部损伤导致女性双侧乳房缺失	7 级
骨盆部损伤导致子宫切除	7 级
胸部损伤导致女性一侧乳房缺失，另一侧乳房部分缺失	8 级
胸部损伤导致女性一侧乳房缺失	9 级
骨盆部损伤导致子宫部分切除	9 级
骨盆部损伤导致子宫破裂修补	10 级
会阴部损伤导致一侧睾丸缺失	10 级
会阴部损伤导致一侧睾丸完全萎缩	10 级
会阴部损伤导致一侧输精管缺失	10 级
会阴部损伤导致一侧输精管闭锁	10 级

## 7 神经肌肉骨骼和运动有关的结构和功能

### 7.1 头颈部的结构损伤

双侧上颌骨完全缺失	2 级
双侧下颌骨完全缺失	2 级
一侧上颌骨及对侧下颌骨完全缺失	2 级
同侧上、下颌骨完全缺失	3 级
上颌骨、下颌骨缺损，且牙齿脱落大于等于 24 枚	3 级
一侧上颌骨完全缺失	3 级
一侧下颌骨完全缺失	3 级
一侧上颌骨缺损大于等于 50%，且口腔、颜面部软组织缺损大于 20cm <sup>2</sup>	4 级
一侧下颌骨缺损大于等于 6cm，且口腔、颜面部软组织缺损大于 20cm <sup>2</sup>	4 级
面颊部洞穿性缺损大于 20cm <sup>2</sup>	4 级
上颌骨、下颌骨缺损，且牙齿脱落大于等于 20 枚	5 级
一侧上颌骨缺损大于 25%，小于 50%，且口腔、颜面部软组织缺损大于 10cm <sup>2</sup>	5 级
一侧下颌骨缺损大于等于 4cm，且口腔、颜面部软组织缺损大于 10cm <sup>2</sup>	5 级
一侧上颌骨缺损等于 25%，且口腔、颜面部软组织缺损大于 10cm <sup>2</sup>	6 级
面部软组织缺损大于 20cm <sup>2</sup> ，且伴发涎瘘	6 级
上颌骨、下颌骨缺损，且牙齿脱落大于等于 16 枚	7 级
上颌骨、下颌骨缺损，且牙齿脱落大于等于 12 枚	8 级
上颌骨、下颌骨缺损，且牙齿脱落大于等于 8 枚	9 级
上颌骨、下颌骨缺损，且牙齿脱落大于等于 4 枚	10 级
颅骨缺损大于等于 6cm <sup>2</sup>	10 级

### 7.2 头颈部关节功能障碍

单侧颞下颌关节强直，张口困难 III 度	6 级
双侧颞下颌关节强直，张口困难 III 度	6 级
双侧颞下颌关节强直，张口困难 II 度	8 级
一侧颞下颌关节强直，张口困难 I 度	10 级

注：张口困难判定及测量方法是以患者自身的食指、中指、无名指并列垂直置入上、下中切牙切缘间测量。正常张口度指张口时上述三指可垂直置入上、下切牙切缘间（相当于 4.5cm 左右）；张口困难 I 度指大张口时，只能垂直置入食指和中指（相当于 3cm 左右）；张口困难 II 度指大张口时，只能垂直置入食指（相当于 1.7cm 左右）；张口困难 III 度指大张口时，上、下切牙间距小于食指之横径。

### 7.3 上肢的结构损伤，手功能或关节功能障碍

双手完全缺失	4 级
双手完全丧失功能	4 级

一手完全缺失，另一手完全丧失功能	4级
双手缺失（或丧失功能）大于等于90%	5级
双手缺失（或丧失功能）大于等于70%	6级
双手缺失（或丧失功能）大于等于50%	7级
一上肢三大关节中，有两个关节完全丧失功能	7级
一上肢三大关节中，有一个关节完全丧失功能	8级
双手缺失（或丧失功能）大于等于30%	8级
双手缺失（或丧失功能）大于等于10%	9级
双上肢长度相差大于等于10cm	9级
双上肢长度相差大于等于4cm	10级
一上肢三大关节中，因骨折累及关节面导致一个关节功能部分丧失	10级

注：手缺失和丧失功能的计算：一手拇指占一手功能的36%，其中末节和近节指节各占18%；食指、中指各占一手功能的18%，其中末节指节占8%，中节指节占7%，近节指节占3%；无名指和小指各占一手功能的9%，其中末节指节占4%，中节指节占3%，近节指节占2%。一手掌占一手功能的10%，其中第一掌骨占4%，第二、第三掌骨各占2%，第四、第五掌骨各占1%。本标准中，双手缺失或丧失功能的程度是按前面方式累加计算的结果。

#### 7.4 骨盆部的结构损伤

骨盆环骨折，且两下肢相对长度相差大于等于8cm	7级
髌臼骨折，且两下肢相对长度相差大于等于8cm	7级
骨盆环骨折，且两下肢相对长度相差大于等于6cm	8级
髌臼骨折，且两下肢相对长度相差大于等于6cm	8级
骨盆环骨折，且两下肢相对长度相差大于等于4cm	9级
髌臼骨折，且两下肢相对长度相差大于等于4cm	9级
骨盆环骨折，且两下肢相对长度相差大于等于2cm	10级
髌臼骨折，且两下肢相对长度相差大于等于2cm	10级

#### 7.5 下肢的结构损伤，足功能或关节功能障碍

双足跗跖关节以上缺失	6级
双下肢长度相差大于等于8cm	7级
一下肢三大关节中，有两个关节完全丧失功能	7级
双足足弓结构完全破坏	7级
一足跗跖关节以上缺失	7级
双下肢长度相差大于等于6cm	8级
一足足弓结构完全破坏，另一足足弓结构破坏大于等于1/3	8级
双足足趾完全缺失	8级
一下肢三大关节中，有一个关节完全丧失功能	8级
双足足趾完全丧失功能	8级
双下肢长度相差大于等于4cm	9级
一足足弓结构完全破坏	9级
双足足趾中，大于等于五趾缺失	9级
一足足趾完全丧失功能	9级
一足足弓结构破坏大于等于1/3	10级
双足足趾中，大于等于两趾缺失	10级
双下肢长度相差大于等于2cm	10级
一下肢三大关节中，因骨折累及关节面导致一个关节功能部分丧失	10级

注：① 足弓结构破坏：指意外损伤导致的足弓缺失或丧失功能。

② 足弓结构完全破坏指足的内、外侧纵弓和横弓结构完全破坏，包括缺失和丧失功能；足弓1/3结构破坏指足三弓的任一弓的结构破坏。

③ 足趾缺失：指自趾关节以上完全切断。

#### 7.6 四肢的结构损伤，肢体功能或关节功能障碍



三肢以上缺失(上肢在腕关节以上,下肢在踝关节以上)	1级
三肢以上完全丧失功能	1级
二肢缺失(上肢在腕关节以上,下肢在踝关节以上),且第三肢完全丧失功能	1级
一肢缺失(上肢在腕关节以上,下肢在踝关节以上),且另二肢完全丧失功能	1级
二肢缺失(上肢在肘关节以上,下肢在膝关节以上)	2级
一肢缺失(上肢在肘关节以上,下肢在膝关节以上),且另一肢完全丧失功能	2级
二肢完全丧失功能	2级
一肢缺失(上肢在腕关节以上,下肢在踝关节以上),且另一肢完全丧失功能	3级
二肢缺失(上肢在腕关节以上,下肢在踝关节以上)	3级
两上肢、或两下肢、或一上肢及一下肢,各有三大关节中的两个关节完全丧失功能	4级
一肢缺失(上肢在肘关节以上,下肢在膝关节以上)	5级
一肢完全丧失功能	5级
一肢缺失(上肢在腕关节以上,下肢在踝关节以上)	6级
四肢长骨一骺板以上粉碎性骨折	9级

注:① 骺板:骺板的定义只适用于儿童,四肢长骨骺板骨折可能影响肢体发育,如果存在肢体发育障碍的,应当另行评定伤残等级。

② 肢体丧失功能指意外损伤导致肢体三大关节(上肢腕关节、肘关节、肩关节或下肢踝关节、膝关节、髋关节)功能的丧失。

③ 关节功能的丧失指关节永久完全僵硬、或麻痹、或关节不能随意识活动。

### 7.7 脊柱结构损伤和关节活动功能障碍

本标准中的脊柱结构损伤是指颈椎或腰椎的骨折脱位,本标准中的关节活动功能障碍是指颈部或腰部活动度丧失。

脊柱骨折脱位导致颈椎或腰椎畸形愈合,且颈部或腰部活动度丧失大于等于75%	7级
脊柱骨折脱位导致颈椎或腰椎畸形愈合,且颈部或腰部活动度丧失大于等于50%	8级
脊柱骨折脱位导致颈椎或腰椎畸形愈合,且颈部或腰部活动度丧失大于等于25%	9级

### 7.8 肌肉力量功能障碍

肌肉力量功能是指与肌肉或肌群收缩产生力量有关的功能。本标准中的肌肉力量功能障碍是指四肢瘫、偏瘫、截瘫或单瘫。

四肢瘫(三肢以上肌力小于等于3级)	1级
截瘫(肌力小于等于2级)且大便和小便失禁	1级
四肢瘫(二肢以上肌力小于等于2级)	2级
偏瘫(肌力小于等于2级)	2级
截瘫(肌力小于等于2级)	2级
四肢瘫(二肢以上肌力小于等于3级)	3级
偏瘫(肌力小于等于3级)	3级
截瘫(肌力小于等于3级)	3级
四肢瘫(二肢以上肌力小于等于4级)	4级
偏瘫(一肢肌力小于等于2级)	5级
截瘫(一肢肌力小于等于2级)	5级
单瘫(肌力小于等于2级)	5级
偏瘫(一肢肌力小于等于3级)	6级
截瘫(一肢肌力小于等于3级)	6级
单瘫(肌力小于等于3级)	6级

偏瘫（一肢肌力小于等于4级）	7级
截瘫（一肢肌力小于等于4级）	7级
单瘫（肌力小于等于4级）	8级

注：① 偏瘫指一侧上下肢的瘫痪。

② 截瘫指脊髓损伤后，受伤平面以下双侧肢体感觉、运动、反射等消失和膀胱、肛门括约肌功能丧失的病症。

③ 单瘫指一个肢体或肢体的某一部分瘫痪。

④ 肌力：为判断肢体瘫痪程度，将肌力分级划分为0-5级。

0级：肌肉完全瘫痪，毫无收缩。

1级：可看到或触及肌肉轻微收缩，但不能产生动作。

2级：肌肉在不受重力影响下，可进行运动，即肢体能在床面上移动，但不能抬高。

3级：在和地心引力相反的方向中尚能完成其动作，但不能对抗外加的阻力。

4级：能对抗一定的阻力，但较正常人为低。

5级：正常肌力。

## 8 皮肤和有关的结构和功能

### 8.1 头颈部皮肤结构损伤和修复功能障碍

皮肤的修复功能是指修复皮肤破损和其他损伤的功能。本标准中的皮肤修复功能障碍是指瘢痕形成。

头颈部 III 度烧伤，面积大于等于全身体表面积的 8%	2 级
面部皮肤损伤导致瘢痕形成，且瘢痕面积大于等于面部皮肤面积的 90%	2 级
颈部皮肤损伤导致瘢痕形成，颈部活动度完全丧失	3 级
面部皮肤损伤导致瘢痕形成，且瘢痕面积大于等于面部皮肤面积的 80%	3 级
颈部皮肤损伤导致瘢痕形成，颈部活动度丧失大于等于 75%	4 级
面部皮肤损伤导致瘢痕形成，且瘢痕面积大于等于面部皮肤面积的 60%	4 级
头颈部 III 度烧伤，面积大于等于全身体表面积的 5%，且小于 8%	5 级
颈部皮肤损伤导致瘢痕形成，颈部活动度丧失大于等于 50%	5 级
面部皮肤损伤导致瘢痕形成，且瘢痕面积大于等于面部皮肤面积的 40%	5 级
面部皮肤损伤导致瘢痕形成，且瘢痕面积大于等于面部皮肤面积的 20%	6 级
头部撕脱伤后导致头皮缺失，面积大于等于头皮面积的 20%	6 级
颈部皮肤损伤导致颈前三角区瘢痕形成，且瘢痕面积大于等于颈前三角区面积的 75%	7 级
面部皮肤损伤导致瘢痕形成，且瘢痕面积大于等于 24cm <sup>2</sup>	7 级
头颈部 III 度烧伤，面积大于等于全身体表面积的 2%，且小于 5%	8 级
颈部皮肤损伤导致颈前三角区瘢痕形成，且瘢痕面积大于等于颈前三角区面积的 50%	8 级
面部皮肤损伤导致瘢痕形成，且瘢痕面积大于等于 18cm <sup>2</sup>	8 级
面部皮肤损伤导致瘢痕形成，且瘢痕面积大于等于 12cm <sup>2</sup> 或面部线条状瘢痕大于等于 20cm	9 级
面部皮肤损伤导致瘢痕形成，且瘢痕面积大于等于 6cm <sup>2</sup> 或面部线条状瘢痕大于等于 10cm	10 级

注：① 瘢痕：指创面愈合后的增生性瘢痕，不包括皮肤平整、无明显质地改变的萎缩性瘢痕或疤痕。

② 面部的范围和瘢痕面积的计算：面部的范围指上至发际、下至下颌下缘、两侧至下颌支后缘之间的区域，包括额部、眼部、眶部、鼻部、口唇部、颞部、颧部、颊部和腮腺咬肌部。面部瘢痕面积的计算采用全面部和 5 等分面部以及实测瘢痕面积的方法，分别计算瘢痕面积。面部多处瘢痕，其面积可以累加计算。

③ 颈前三角区：两边为胸锁乳突肌前缘，底为舌骨体上缘及下颌骨下缘。

### 8.2 各部位皮肤结构损伤和修复功能障碍

皮肤损伤导致瘢痕形成，且瘢痕面积大于等于全身体表面积的 90%	1 级
躯干及四肢 III 度烧伤，面积大于等于全身皮肤面积的 60%	1 级
皮肤损伤导致瘢痕形成，且瘢痕面积大于等于全身体表面积的 80%	2 级
皮肤损伤导致瘢痕形成，且瘢痕面积大于等于全身体表面积的 70%	3 级
躯干及四肢 III 度烧伤，面积大于等于全身皮肤面积的 40%	3 级
皮肤损伤导致瘢痕形成，且瘢痕面积大于等于全身体表面积的 60%	4 级
皮肤损伤导致瘢痕形成，且瘢痕面积大于等于全身体表面积的 50%	5 级
躯干及四肢 III 度烧伤，面积大于等于全身皮肤面积的 20%	5 级
皮肤损伤导致瘢痕形成，且瘢痕面积大于等于全身体表面积的 40%	6 级
腹部损伤导致腹壁缺损面积大于等于腹壁面积的 25%	6 级
皮肤损伤导致瘢痕形成，且瘢痕面积大于等于全身体表面积的 30%	7 级
躯干及四肢 III 度烧伤，面积大于等于全身皮肤面积的 10%	7 级
皮肤损伤导致瘢痕形成，且瘢痕面积大于等于全身体表面积的 20%	8 级
皮肤损伤导致瘢痕形成，且瘢痕面积大于等于全身体表面积的 5%	9 级

注：① 全身皮肤瘢痕面积的计算：按皮肤瘢痕面积占全身体表面积的百分数来计算，即中国新九分法：在 100% 的体表总面积中：头颈部占 9%（ $9 \times 1$ ）（头部、面部、颈部各占 3%）；双上肢占 18%（ $9 \times 2$ ）（双上臂 7%，双前臂 6%，双手 5%）；躯干前后包括会阴占 27%（ $9 \times 3$ ）（前躯 13%，后躯 13%，会阴 1%）；双下肢（含臀部）占 46%（双臀 5%，双大腿 21%，双小腿 13%，双足 7%）（ $9 \times 5 + 1$ ）（女性双足和臀各占 6%）。

② 烧伤面积和烧伤深度：烧伤面积的计算按中国新九分法，烧伤深度按三度四分法。III 度烧伤指烧伤深达皮肤全层甚至达到皮下、肌肉和骨骼。烧伤事故不包括冻伤、吸入性损伤（又称呼吸道烧伤）和电击伤。烧伤后按烧伤面积、深度评定伤残等级，待医疗终结后，可以依据造成的功能障碍程度、皮肤瘢痕面积大小评定伤残等级，最终的伤残等级以严重者为准确。

# CHUBB OVERSEAS TRAVEL PERSONAL ACCIDENT INSURANCE

Please read the policy wording carefully, particularly the **EXCLUSIONS** highlighted.

If you are provided with both the English version and the Chinese version of the Policy, both versions shall be equally enforceable. In case of any discrepancies between the Chinese and English, the Chinese version shall prevail.

## GENERAL PRINCIPLES

### ARTICLE 1 COMPOSITION OF INSURANCE CONTRACT

The Insurance Contract incorporates the Insurance Clauses, Proposal Form, Policy or Certificate, and Endorsements (if any). Any agreement related to the Insurance Contract shall be in written form.

### ARTICLE 2 THE INSURED

The Insured should be a natural person, who is in the age of 8 days to 80 years old (refer to Article 25.1) (8 days and 80 years old inclusive), in healthy condition, and can work and live normally, who travels individually or with tour group Outside of China (refer to Article 25.2). **This Contract will not cover any terrorist or member of a terrorist organization, narcotics trafficker, or illegal purveyor of nuclear, chemical or biological weapons defined by any country or international organization.**

### ARTICLE 3 THE POLICYHOLDER

The Policyholder shall have full capacity for civil conduct and can be the Insured or any other person who has insurable interest in the Insured.

### ARTICLE 4 THE BENEFICIARY

#### 4.1 Beneficiary of Death Benefit

The Insured/Policyholder may designate one or more persons as the Insured's beneficiary (beneficiaries) at the conclusion of the Contract. In case of multiple beneficiaries, the Insured may determine benefit sequence and shares. In the event that no benefit share is determined, each beneficiary will receive an equal share. If a beneficiary is designated by the Policyholder, such designation shall be approved by the Insured.

Under any of the following situations, the insurance amount shall be deemed as the estate of the Insured upon the death of the Insured and the Insurer (refer to Article 25.3) shall perform the obligation of paying the benefits in accordance with the Law of the PRC on Inheritance:

4.1.1 No beneficiary is designated, or the designation of beneficiary is unclear and incapable of being determined;

4.1.2 The beneficiary passed away before the Insured and there is no other beneficiary;

4.1.3 The beneficiary forfeits his beneficiary interest in accordance with laws or surrenders his rights and there is no other beneficiary.

If the beneficiary and the Insured have passed away in the same event and the sequence of death is incapable of being determined, it shall be deemed that the beneficiary passed away before the Insured.

The Insured or policyholder may change the beneficiary (beneficiaries) and shall notify the Insurer of any such changes in writing. The Insurer shall make the necessary endorsement on the insurance policy upon receipt of written notification in respect of change of beneficiary (beneficiaries). **The Insurer will not be held liable for legal disputes arising from the designation or change of the beneficiary.**

The Policyholder may designate and change the Beneficiary of the Death Benefit subject to the written consent of the Insured.. The guardian of the Insured may designate and change the Beneficiary when the Insured is without full capacity for civil acts or limited capacity for civil acts.

#### 4.2 Beneficiary of the Disability Benefit

The beneficiary of the Disability Benefit should be the Insured, unless specified otherwise in the insurance contract.

### BENEFITS

#### ARTICLE 5 POLICY BENEFITS

Where, during the Insurance Period, the Insured with valid identity certificate dies or disabled due to Accidental Injury (refer to Article 25.4) during the trip Outside of China, the Insurer shall pay the following benefits:

##### 5.1 Accidental Death

During the Insurance Period, the Insured with valid identity certificate encounters an accident during a trip Outside of China and died within 180 days as a direct result of such accident, **the Insurer shall pay the Accidental Death Benefit, and the insurance liabilities of the Insurer to the Insured hereunder shall terminate upon payment of such Accidental Death Benefit.**

During the Insurance Period, the Insured with valid identity certificate encounters an accident on a trip Outside of China and disappears as a direct result of such accident, and is thereafter pronounced dead by the People's Court, the Insurer shall pay the death benefit to the beneficiary. **If the Insured is subsequently found to be alive, then all benefits paid must be refunded to the Insurer by the receiver of the death benefit within 30 days after the Insured is found alive.**

**Where the Insured has received the Accidental Disability Benefit under Article 5.2 below prior to his or her death, the Accidental Death Benefit payable shall be the balance of the insured amount specified in the insurance policy or the insurance certificate deducting the paid Accidental Disability Benefit.**

##### 5.2 Accidental Disability Benefit

During the Insurance Period, if the Insured encounters an accident on a trip Outside of China, which directly results in any injury and disability to the Insured as listed in the "*Evaluation standards for Injuries and Disabilities Covered by Personal Insurance*" (hereinafter referred to as "Evaluation Standards", the details of which are attached hereto as Appendix 1) within 180 days upon the occurrence of such accident, **the Insurer shall, after assessing the type and grade of the disability in accordance with the Evaluation Standards, pay the Accidental Disability Benefit equal to an amount derived by applying the percentage applicable to such level of the said disability as assessed as per the Evaluation Standards to the insured amount specified in the insurance policy or insurance certificate. If the medical treatment thereon yet to be finished on the 180th day, a disability appraisal on the Insured's physical conditions shall be made on the 180th day upon occurrence of such accident, and the Insurer shall pay the Accidental Disability Benefit to the Insured based on the result of such disability appraisal.**

If the Insured encounters an accident, resulting two or more instances of injury and disability to the Insured, the Insurer shall pay the total amount of these payable Accidental Disability Benefits to the Insured **up to the sum insured. If the multiple disabilities occur to the same limb of the Insured, the Accidental Disability Benefit shall only be paid in accordance with the highest percentage of benefits for such disabilities.** If the Insured had sustained any disability prior to the Accidental Injury, **the Accidental Disability Benefit shall be paid in accordance with the percentage of benefit stated in the Evaluation Standards corresponding to the level of disability reached after the combination of the disability caused by this Accidental Injury and the original disability; however, an amount equal to the disability benefit for the Insured's original disability (which shall include the disabilities sustained prior to the purchase of this insurance and the disabilities caused by any accident which is excluded under this Insurance Contract) as calculated in accordance with the Evaluation Standards shall be deducted.**

### INTERNATIONAL TRAVEL ASSISTANCE SERVICE

#### ARTICLE 6

The Insured may, as otherwise agreed in this Insurance Contract, have access to the overseas travel assistance services provided by the assistance institutions or authorized representatives designated by the Insurer.

## **EXCLUSIONS**

### **ARTICLE 7 EXCULSION BY REASONS**

**The Insurer shall be exempted from the insurance liabilities for the death or disability of the Insured directly or indirectly due to any of the following causes:**

- 7.1 The Insured's claim arises from deliberate act of the Policyholder;**
- 7.2 The Insured's claim arises from self-inflicted injuries or suicide by the Insured, except that the Insured has no ability of civil acts while suicide;**
- 7.3 The Insured's claim arises from fighting, being attacked or being murdered resulted from the provocative by the Insured's intentional actions;**
- 7.4 The Insured's claim arises from pregnancy, miscarriage, abortion, childbirth, sickness or drug allergy;**
- 7.5 Accident caused by any physical check, anesthesia, plastic surgery or other surgery or medical surgery on the Insured;**
- 7.6 Taking, daubing or injecting drugs not in conformity with doctor's advice;**
- 7.7 The Insured's claim arising from any explosion, burning or radiation caused by biological, chemical, atomic energy weapons, atomic or nuclear equipment;**
- 7.8 Terrorist attack;**
- 7.9 Criminal offence or arrest resistance by the Insured;**
- 7.10 Accident caused by the delirium or abnormality of the Insured;**
- 7.11 The Insured is infected with bacteria, viruses or parasites (except abscess in the cut due to injury); or the Sudden Death (refer to Article 25.5) and food poisoning of the Insured;**
- 7.12 Directly or indirectly caused by Epidemic (refer to Article 25.6) or Large-scale Pandemic (refer to Article 25.7);**
- 7.13 The Insured's claim arises from parachute, glide, Expedition (refer to Article 25.8), Martial Arts (refer to Article 25.9), wrestling competition, Stunt Performance (refer to Article 25.10), horse racing, equestrianism, motor racing, boxing, or any other high-risk sports or activities;**
- 7.14 The Insured participates in any professional or semi-professional sports activity or the one with bonus or reward;**
- 7.15 The Insured engages or serves in the military missions or any other mission in the capacity of law enforcement officer;**
- 7.16 The Insured is employed and serves on merchant vessels, or engages in naval or air force service; or operates or tests any kind of conveyance as the career; or engages in the occupational activities, such as oil rigging, mining, aerial photography or handling explosives; or engages in occupational activities like mining, oilstone or petroleum or chemical industry, forest harvesting, construction engineering, transportation and working on the water or operating at height; or engages in activities involving any physical labor or mechanic operation;**
- 7.17 The Insured takes a passenger transportation vehicle in an illegal way or hitchhikes a vehicle which is not properly registered with the competent local authority where the accident occurs;**
- 7.18 The Insured participates in aviation or flying activities, including where the Insured serves as a pilot or aircrew, except where the Insured is on a civil flight as a passenger with a paid ticket;**
- 7.19 When the Insured is on a trip for the purpose of receiving medical treatment or recuperation, or the Insured is on a trip against the advice of his or her Doctor (refer to Article 25.11) or when his or her physical condition is not suitable for a trip;**
- 7.20 When the Insured's physical condition is suitable for trip, loss caused by the deterioration of disease due to the Insured's failure to follow the advice of his or her attending Doctor to**

immediately returns to China for further treatment within the territory of China (refer to Article 25.12).

#### **ARTICLE 8 EXCUSION BY PERIODS**

The Insurer shall be exempted from the insurance liabilities for the death or disability of the Insured resulting from an Accidental Injury due to any of the following causes or during the following periods:

**8.1 War (declared or not), civil war, military action, terrorist action, riot or any other similar armed rebellion;**

**8.2 The Insured is under the influence of alcohol, Drugs (refer to Article 25.13) or Controlled Medicine (refer to Article 25.14);**

**8.3 The Insured drives while intoxicated, Without Valid License (refer to Article 25.15) or driving any motor-driven vehicle Without Valid Driving License (refer to Article 25.16) thereof;**

**8.4 When the Insured is arrested or sentenced to imprisonment by the local judicial authority;**

Upon occurrence of any of the causes mentioned above, which results in the death of the Insured, the Insurer's liability to the Insured hereunder shall terminate and the Insurer shall refund the Unearned Net Premium (refer to Article 25.17).

#### **INSURED AMOUNT AND PREMIUM**

##### **ARTICLE 9**

**The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the Insurer.** The insured amount is to be agreed upon by the Policyholder and the Insurer and shall be expressly indicated in the Policy Schedule. The Policyholder shall pay the insurance premium to the Insurer according to this Contract. **The Insurer could agree with the Policyholder on the deductible applicable to the Insured and stipulate the same on the Policy Schedule.**

The premium is calculated based on the applicable Insured Amount and premium rate and shall be specified in the Contract. Unless otherwise specified in this Contract, the Policyholder shall pay the premium in a lump sum on the date of payment as agreed. **The Insurer's liability under this Contract shall commence on the date the Policyholder fully pays the premium.**

#### **INSURANCE PERIOD**

##### **ARTICLE 10**

The insured period is to be agreed upon by the Policyholder and the Insurer and shall be subject to the insurance period indicated in the insurance policy.

For a full-year multiple return trips insurance plan, the insurance liability shall be effective at each time when the Insured leaves his/her habitual residence or habitual working place within the territory of China directly for the destination of a trip Outside of China during the insurance period, and shall expire on the following date (whichever is earlier):

**10.1** The date when the Insured directly returns to his/her habitual residence or habitual working place within China after the overseas trip completes; or

**10.2** Upon expiration of the insurance period as specified in the insurance policy or insurance certificate. The Insurer could stipulate the maximum covered days of each trip with the Insured under the clause of this Contract; or

**10.3** The last date of the maximum covered days for a single trip if the Insurer and the Policyholder have agreed in this Insurance Contract that the Insurer shall be liable for a maximum number of days for each trip (i.e. the maximum covered days for a single trip).

For a single trip insurance plan, the insurance liability shall be effective on the following date (whichever is later):

(1) The effective date of the insurance period as specified in the insurance policy; or

(2) The date when the Insured leaves his/her habitual residence or habitual working place within the territory of China directly for the destination of a trip Outside of China during the insurance period.

The insurance liability shall end on the following date (whichever is earlier):

- (1) Upon expiration of the insurance period as specified in the insurance policy or insurance certificate; or
- (2) The date when the Insured directly returns to his/her habitual residence or habitual working place within China after the overseas trip completes.

## **DUTY OF THE INSURER**

### **ARTICLE 11**

The Insurer shall issue policy or any other insurance certificates to the Policyholder promptly once this Insurance Contract is formed.

### **ARTICLE 12**

If the Insurer believes that the relevant supporting documents and materials related to the claim submitted by the Claimant (refer to Article 25.18) are incomplete, the Insurer shall in a timely manner notify and request for additional documents once for all.

### **ARTICLE 13**

Once the claim for benefits from the Claimant is received, the Insurer shall render its determination in a timely manner on whether such claim falls within the coverage. If the circumstance related to the claim is complicated, the Insurer shall complete all assessments and verifications and render its determination within thirty (30) days if the Contract does not specify otherwise.

The Insurer shall notify the Claimant of its determination. If the claim falls within the insurance coverage under the Contract, the Insurer shall pay the benefits within ten (10) days after reaching an agreement on the payment with the Claimant. If the time limit of payment is agreed upon in the Contract, the Insurer shall pay the benefits in accordance with such clauses. If the Insurer determines according to the preceding paragraph that the claim does not fall within the coverage under the Contract, the Insurer shall render a notice of refusal for the payment together with explanations to the Claimant within three (3) days from the date on which the determination is made.

### **ARTICLE 14**

If within sixty (60) days after the Insurer has received the claim for benefits and relevant proofs or materials, the total amount of the payment cannot be determined, the Insurer shall first pay the amount that can be determined based on the proofs and materials available. The differences shall be made up by the Insurer after the total amount is determined.

## **DUTY OF INSURED/POLICYHOLDER**

### **ARTICLE 15 PAYMENTS**

Unless otherwise agreed upon, the premiums shall be paid up by the Policyholder in a lump sum on the date of conclusion of this Insurance Contract.

### **ARTICLE 16 FAITHFUL DISCLOSURE**

In the conclusion of an insurance contract, the Insurer may request relevant information on the insured subject matter or the Insured. The Policyholder shall make full and accurate disclosure.

**Where the Policyholder willfully or grossly negligently fails to perform the obligation to make full and accurate disclosure as provided in the preceding paragraph and such failure could influence the Insurer on its decision as to whether to accept the application or to raise premium rate, the Insurer shall have the right to terminate the insurance contract.**

The right to terminate an insurance contract as provided in the above paragraph shall be extinguished if the Insurer does not exercise such right within 30 days after it has knowledge of the cause for termination of the contract.

**Where the Policyholder fails to perform the obligation to make full and accurate disclosure willfully, the Insurer shall not be liable to pay benefits for insured events which occurred prior to termination of the insurance contract and shall not refund the insurance premiums.**



**Where the Policyholder fails to perform the obligation to make full and accurate disclosure due to negligence and such negligence bears serious effects on the occurrence of insured events, the Insurer shall not be liable to pay benefits for insured events which occurred prior to termination of the insurance contract but shall refund the insurance premiums.**

If the Insurer, when forming this Contract, is aware that the Policyholder fails to provide truthful information, it shall not terminate this Contract. If any accidents occur, the Insurer shall be liable to pay the benefits.

#### **ARTICLE 17 NOTIFICATION OF MAILING ADDRESS AND RESIDENCE CHANGING**

**The Policyholder shall give a written notice to the Insurer in a timely manner when the mailing address or the residence of the Policyholder is changed; otherwise, all notices sent by the Insurer to the last mailing address of the Policyholder as indicated herein shall be deemed as duly delivered.**

#### **ARTICLE 18 NOTIFICATION OF ACCIDENT**

The Policyholder, the Insured or the Beneficiary shall promptly notify the Insurer once it becomes aware of or should have become aware of an insured accident. **If the Policyholder, the Insured or the beneficiary delays to give a notice due to willfulness or gross negligence and so causes the loss of necessary evidence or difficulty in ascertainment of the reason, nature and extent of loss of an accident, the Insurer will not be held liable for the portion that cannot be verified** except that the Insurer is aware of or shall be expected aware of the accident in other ways.

The agreements above exclude the accident arising from Force Majeure (refer to Article 25.19).

### **APPLICATION AND PAYMENT OF BENEFITS**

#### **ARTICLE 19 APPLICATION OF BENEFITS**

The Claimant shall submit the following documents when he claims for benefits. If the Claimant cannot offer the following materials, he shall offer other legitimate and valid materials. **If the Claimant fails to offer such relevant materials which make it impossible to verify the truthfulness of the claim, the Insurer shall not be liable to pay for the portion that cannot be verified.**

##### **19.1 Claim of Accidental death Benefit**

- 19.1.1 The application for benefit payment;
- 19.1.2 Copies of household registration certificate or identification certificate of the Claimant;
- 19.1.3 Death certificate or autopsy report of the Insured issued by the public security departments or medical institutions approved by the Insurer;
- 19.1.4 If the Insured is declared death, the Claimant shall provide Declaration of Death issued by the People's Court;
- 19.1.5 Certificate of accident issued by competent departments authorised by laws and regulations;
- 19.1.6 If the Insured passed away Outside of China, the death certificate or postmortem report of the Insured issued by the embassy or consulate of the People's Republic of China at the country where the accident occurs or the local government authority where the accident occurs;
- 19.1.7 Any other evidences and materials required by the Insurer to identify the nature and cause of the insured accident and the extent of loss.

##### **19.2 Claims for Accidental Disability Benefit**

- 19.2.1 The application for benefit payment;
- 19.2.2 Copies of household registration certificate or identification certificate of the Claimant;
- 19.2.3 Disability Identification Report of the Insured, issued by an accrediting body authorised by judicial administrative institutions and has Judicial Authentication License, or by an accrediting body which is agreed upon by the Insurer and the Insured or the Policyholder, subject to the Evaluation Standards;
- 19.2.4 Certificate of accident issued by competent departments authorised by laws and regulations;
- 19.2.5 Any other evidences and materials required by the Insurer to identify the nature and cause of the

insured accident and the extent of loss.

19.3 When the claim is made by the heir of the Insured, he shall offer the notarial document issued by notary organization to prove his eligibility and shares to the benefits.

19.4 If the Claimant entrusts others to make the claim, authorization letter, identity certificate and documents of the trustee shall also be submitted.

19.5 In the case that an accident happens Outside of China, in addition to providing the relevant documents specified in Articles 19.1 to 19.4 above, the validity and authenticity of all the documents issued by institutions or people Outside of China shall be notarized by the local legal notaries institutions where the insured accident occurs, or be authenticated by local Chinese embassy or consulate.

## STATUTE OF LIMITATIONS

### ARTICLE 20

The right of the Claimant to claim against the Insurer for benefits shall be extinguished if the right is not exercised within 2 years from the date on which he becomes aware of or should be aware of the occurrence of the insured event.

## SETTLEMENT OF DISPUTE AND APPLICATION OF LAW

### ARTICLE 21

If there is any dispute arising from performance of this Contract, it shall be settled by both parties through friendly negotiations; in case no settlement can be reached, both parties shall submit such dispute to the arbitration committee indicated in the policy schedule; in case that no arbitration committee is indicated in the policy schedule or no arbitration agreement can be reached, either party may file an action before the competent people's court according to law.

### ARTICLE 22

All disputes related to this Contract and arising from performance of this Contract shall be governed by the applicable laws of the People's Republic of China (excluding laws of Hong Kong, Macau and Taiwan).

Sanctions Compliance

### ARTICLE 23

**There is no coverage under this Contract to the extent that the Insurer, its parent company or ultimate holding company is prohibited from providing such coverage by any type of trade restriction, economic sanction, or similar legislation.**

## MISCELLANEOUS

### ARTICLE 24

Before this Contract becomes effective, the Policyholder may terminate this Contract by submitting to the Insurer a written application (which shall be delivered to the Insurer before this Contract becomes effective) and the Insurer shall refund the premium paid without interest.

**For any single trip insurance plan, neither the Policyholder nor the Insured may terminate this Contract after this Contract becomes effective unless otherwise provided by laws.**

If the insurance period is one year, in addition to the right to terminate this Contract in accordance with the first paragraph of this Article, the Policyholder may, within the insurance period of this Contract, terminate this Contract by giving at least thirty (30) days prior written notice. This Contract shall terminate at 24:00 of the day on which the notice of termination is received by the Insurer or at the time of termination as specified in the notice of termination (whichever is later) and the Insurer shall no longer be liable under this Contract.

When cancelling this Contract, the Policyholder shall furnish the following documents and materials:

- 25.1 Application for cancellation of this Contract;
- 25.2 Original of policy schedule or other insurance certificate;
- 25.3 certificate of premium;
- 25.4 Identity certificate of the Policyholder.

The Insurer shall, within 30 days upon its receipt of all the documents and materials above, refund the Unearned Net Premium.

## **ARTICLE 25 DEFINITIONS**

**25.1 One Full Year of Age** means chronological age calculated by the born date of the Insured subject to the date indicated on the valid identity certificate of the Insured.

**25.2 Outside of China** means the jurisdiction other than the Mainland of the People's Republic of China, including Hong Kong SAR, Macau SAR and Taiwan.

**25.3 Insurer** means Chubb Insurance (China) Company Limited who signs this Contract with the Policyholder.

**25.4 Accidental Injury** means any bodily injury directly and solely caused by any extraneous, sudden, unintentional and non-disease event.

**25.5 Sudden Death** means non-violent, unexpected death of a person, who is not known to have been suffering from any dangerous diseases, occurring less than 24 hours from the onset of symptoms due to the underlying diseases, loss of functions and other reasons. The Sudden Death shall subject to the diagnosis of the Hospital (refer to Article 25.20) or the certification of the public security bureau.

**25.6 Epidemic** means a sudden development and rapid spreading of a contagious disease in a region where it developed in an endemic state or within a previously unscathed community.

**25.7 Large-scale Pandemic** means a disease prevalent throughout the entire continent or the whole of humanity.

**25.8 Expedition** means any actions intentionally put oneself into dangers, with the knowledge of dangers of losing life or suffering from injury under some special natural conditions. Such as driftage in rivers, crossing desert on foot, and exploring virgin forest without traces of human presence.

**25.9 Martial Arts** means any contest between two or more than two persons, such as judo, karate, tae kwon do, Sanda and boxing, with or without help of any accessory equipment.

**25.10 Stunt Performance** means the special skills such as equestrianism, acrobatics and animal training

**25.11 Doctor** means a person who is duly registered and providing medical services with a practicing certificate recognized by the applicable laws of the jurisdiction where he/she is practicing, other than the Insured and his/her family members.

**25.12 within the territory of China** means within the Mainland of the People's Republic of China, excluding Hong Kong SAR, Macau SAR and Taiwan.

**25.13 Drugs** refer to opium, heroin, ice, morphine, marijuana, cocaine as stipulated in the Criminal Law of the People's Republic of China, and other addictive narcotics and drugs for mental sickness that are under the state's control, excluding the medicine prescribed by and used under the guidance of a Doctor for treatment of disease.

**25.14 Controlled Medicine** means any medicines defined as specially controlled medicines by the *Pharmaceutical Administration Law of the People's Republic of China* and any other relevant laws and regulations, including but not limited to any anesthesia drugs, psychotropic drugs, toxic drugs and radioactive drugs.

**25.15 Without Valid License** means the Insured has one of the following circumstances:

25.15.1 Do not have the driver license or the driver license has expired;

25.15.2 Drive a motor vehicle which is not identical as the type specified in the license;

25.15.3 During the practicing period for a new driver who is driving buses, commercial vehicles or vehicles carrying explosive materials, flammable and explosive chemicals, toxic or radioactive substances or other dangerous substances; or during the practicing period for a new driver who is driving a vehicle pulling a drawbar trailer;

25.15.4 Driving a motor vehicle with license which is not examined and verified on time according to relevant regulations or with license which has been suspended, detained, revoked or cancelled;

25.15.5 Driving all kinds of construction vehicles or special vehicles without valid operation certificate issued by competent authorities or driving commercial vehicles without valid qualification certificate issued by competent authorities;

25.15.6 Driving vehicles under other circumstances which is forbidden by laws, regulations or provisions promulgated by traffic administration department of public security authority.

**25.16 Without Valid Driving License** indicates one of the following circumstances:

25.16.1 The vehicle's registration is cancelled according to the law;

25.16.2 The vehicle does not have any vehicle license, number plate, temporary number plate or temporary moving license issued by Traffic Administration Department of Public Security Authority;

25.16.3 The vehicle fails to take or pass the safety technology tests for vehicles within the time limit prescribed by relevant regulations.

**25.17 Unearned Net Premium**

Unearned Net Premium = Insurance Premium \* (1 - Days from Inception Date of this Contract)/Insurance Period)\*(1 - X%);

X% means commission rate.

**25.18 Claimant** refers to the beneficiary or heir(s) of the Insured or other natural person who legally have the rights to claim the benefits.

**25.19 Force Majeure** means the unpredictable, unavoidable and insurmountable objective circumstances.

**25.20 Hospital** refers to the following medical institutions:

Hospitals within the territory of China refer to public hospitals of level II or above assessed and approved by health care authority of the People's Republic of China, or hospitals as well as medical institutions designated by both the Policyholder and the Insurer through negotiation.

Hospitals Outside of China refer to medical institutions existing under the law of the country they locate and recognized by the Insurer, subject to the following requirements:

- i. its main operational purpose is to accept the sick and the injured as inpatient and provide medical care and treatment to them.
- ii. medical treatments shall be provided to patients under instruction of one or more Doctors, one of which shall be a resident medical officer with professional certificate.
- iii. adequate equipment in sound conditions shall be maintained to provide medical diagnosis and treatment to the patients, and surgeries shall be presented in the medical institutions or other institution under its management.
- iv. 24 hours care service shall be provided and instructed by full-time and licensed nurses.

**The following or similar medical institutions are not included:**

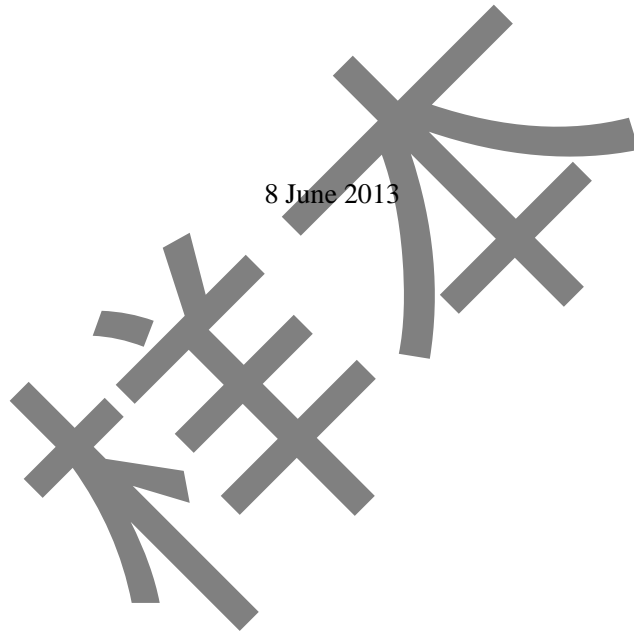
- i. **Psychiatric hospitals;**
- ii. **Retirement home, nursing home, drug rehabilitation centers and alcohol rehabilitation centers;**
- iii. **Health care centres or natural treatment centres, nursing centers or Convalescent Hospitals;**
- iv. **VIP clinic or wards for foreign patients.**

**Appendix 1:**

**Evaluation Standards for Injuries and Disabilities Covered by Personal  
Insurance**

Issued Jointly By  
Insurance Association of China  
And  
Chinese Forensic Medicine Association

8 June 2013



## Contents

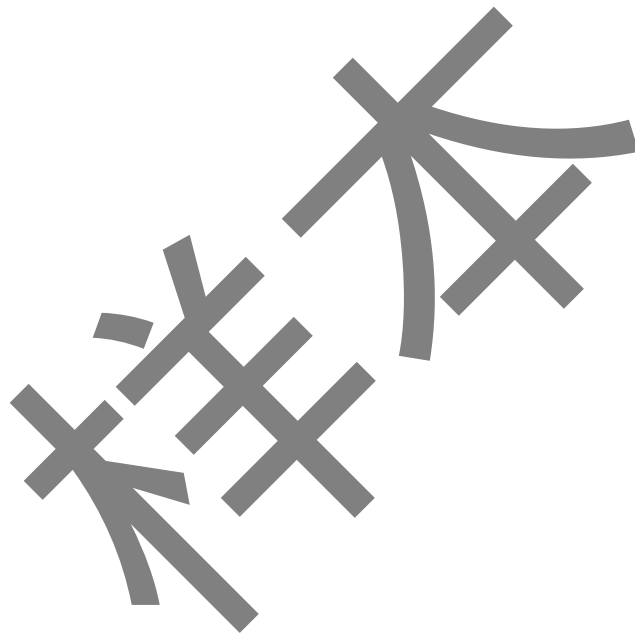
### Preface

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

- 1 Nervous system's structure and mental function**
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- 8 Skin and related structure and function**

8.1 Head and neck skin structure injury and repair dysfunction

8.2 Skin structure injury and repair dysfunction of all parts



## Preface

These standards are made to keep pace with the business development in insurance industry.

These standards are made by reference to the theories and methods adopted in the WHO's International Classification of Functioning, Disability and Health (ICF) and have established new theoretical framework, terminological system and classification methods for disability standards.

These standards are made by reference to the important domestic evaluation standards for injuries and disabilities such as the Standard for Identifying Work Ability, Grading of Disability Caused by Work-related Injuries and Occupational Diseases, the Assessment for Body Impairment of the Injured in Road Traffic Accident and are therefore in compliance with the relevant policies regarding disability in China. These standards are also made by reference to the principles and standards for classification of injuries and disability which are adopted in other countries or regions.

These standards have established the basic rules for classification of injury and disability and proportional payment of indemnity in relation to personal insurance. The insurance companies shall, based on their own business, develop insurance products and provide insurance services in accordance with the methods, contents and structure of these standards.

The institute responsible for drafting these standards: the Insurance Association of China.

These standards provide the principles and methods to classify the injuries and disabilities covered by personal insurance and to determine the proportion of indemnity payment. The injuries and disabilities covered by personal insurance is classified from level 1 to level 10 and the proportion of indemnity payment is from 100% to 10%.

### **1 Scope of application**

These standards apply to accident insurance products or the coverage for accidental injuries and disabilities included in other insurance products and shall be used to assess the injuries and disabilities caused by accidents.

### **2 Glossary and definitions**

The following terms and definitions apply to these standards:

- 2.1 Injury and disability: means physical disability caused by any accidental injury.
- 2.2 Body structure: means anatomical parts of a body such as organs, limbs and trunk and their composition.
- 2.3 Body function: means physiologic functions of the systems of the human body.

### **3 Contents and structure of these standards**



These standards take reference to the theories and methods adopted by ICF in relation to classification of functions and disabilities and create 8 categories including "Nervous System's Structure and Mental Function", "Eyes, Ears and Relevant Structure and Functions", "Sound and Speech Structure and Function", "Structure and Function of Cardiovascular, Immune and Respiratory Systems", "Structure and Function of Digestive, Metabolic and Endocrine Systems", "Structure and Function of Urinary and Reproductive Systems", "Structures and Functions related to Neuromuscular Skeletal and Motion" and "Skin and Related Structure and Function", which consist of 281 items of injuries and disabilities covered by personal insurance.

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.

#### **4 Principles for assessment of injury/disability**

4.1 To determine the category of injury/disability: the category of injury/disability shall be determined in accordance with the body structure and the damaged function.

4.2 To determine the level of injury/disability: the level of injury/disability shall be determined in accordance with the degree of injury/disability under the same category.

4.3 To determine the proportion of indemnity payment: The proportion of indemnity payment shall be determined in accordance with the percentage corresponding to the level of injury/disability.

4.4 Principles for assessment of multiple injuries/disabilities: When two or more injuries/disabilities are caused by the same insured event, the levels of different injuries/disabilities shall each be evaluated. If the levels of different injuries/disabilities are different, the level of the most serious injury/disability shall be deemed as the result of evaluation. If the different injuries/disabilities are at the same level, the level of injury/disability shall be upgraded to next higher level, up to the highest level 10. For any injury/disability to the same part of body and of the same nature, it shall not be evaluated in accordance with two or more items in these standards or by applying the same item twice or more.

#### **5 Note**

The term "or more", "more than", "above" or similar expression in these standards shall include the given figure or part of body.

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

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
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
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Note: ①Vision 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.

②Visual-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

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

## 2.6 Auditory dysfunction

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

## 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

### 4.2 Structural damage to spleen

Excision of spleen caused by abdominal injury	Level 8
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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

## 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 whole colon/rectum/anus structure as well as ileostomy, caused by abdominal or pelvic injury	Level 4
Excision of rectum and anus, partial excision of colon, colostomy, caused by	Level 5

abdominal or pelvic injury	
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 more than 50%(inclusive) of pancreas 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

## 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
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
Utertus 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

### 7.2 Dysfunction of head and neck joints

Rigid temporomandibular joints on one side, third degree difficulty in opening mouth	Level 6
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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 limbers $\geq 10\text{cm}$	Level 9
Difference in length of both upper limbers $\geq 4\text{cm}$	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
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
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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
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 $\leq$ Level 3)	Level 1
Paraplegia (muscular strength $\leq$ Level 2), and fecal and urinary incontinence	Level 1
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

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
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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
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.

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