

Liability Exemption

● **Liability Exemption for Death and Disability**

Ping An shall be exempted from the insurance liabilities for death and disability caused by any of the following circumstances on the part of the Insured:

1. Deliberate killing or injury conducted by the policy-holder or beneficiary to the Insured;
2. Deliberate self-harm, intentional crime, resistance to criminal compulsory measures taken according to law, suicide or arrest resistance on the part of the Insured;
3. Fighting, drunkenness and active taking, sucking or injection of drugs on the part of the Insured;
4. Driving under the influence, driving without a legal and valid driving license or driving a motor vehicle without a valid driving license on the part of the Insured;
5. War, military conflict, riot or armed rebellion;
6. Nuclear explosion, nuclear radiation or nuclear pollution;
7. Pregnancy, abortion, miscarriage, delivery (including caesarean birth) , birth control, treatment of infertility, contraceptive sterilization, artificial impregnation and related complication on the part of the Insured;
8. Medical accident occurring to the Insured because of cosmetic surgery or other surgical operations;
9. Taking of medicine (excluding OTC medicine taken according to instructions) without permission of doctor on the part of the Insured;
10. During the period when the Insured suffers from AIDS or is infected with AIDS virus (HIV-positive);
11. Sports and athletic activities of high risk only professionals participate. (The Insured engages in high risk activities such as diving, parachuting, paragliding, roller skating, skiing, skating, bungee jumping, rock climbing, wrestling, judo, taekwondo, martial art, karate, fencing, etc.
12. The Insured passes away or become disable outside the mainland China.
13. Providing false insurance information, or international experts and teachers taking out an insurance policy as a student
14. Accidents occurring after the expiration of the last insurance duration and before the start of the next insurance duration with failure to renew the insurance by rule of the Insured part.

If the Insured is caused dead in any of the foregoing circumstances, Ping An shall terminate the insurance liability of the Insured.

● **Liability Exemption for Medical Liability (Medical Treatment of Accidental Injury, Outpatient, Emergency and Hospitalization)**

Ping An shall be exempted from the insurance liabilities for medical expenses caused by any of the following circumstances on the part of the Insured:

1. Deliberate killing or injury conducted by the policy-holder or beneficiary to the Insured;
2. Deliberate self-harm, intentional crime or resistance to criminal compulsory measures taken according to law on the part of the Insured;
3. Fighting, drunkenness and active taking, sucking or injection of drugs on the part of the Insured;
4. Driving under the influence, driving without a legal and valid driving license or driving a motor vehicle without a valid driving license on the part of the Insured;
5. War, military conflict, riot or armed rebellion;
6. Nuclear explosion, nuclear radiation or nuclear pollution;
7. Congenital diseases, hereditary diseases, existing disease (disease or symptoms that already exist prior to the date of insurance);
8. AIDS or HIV infection, sexually transmitted diseases;
9. Pregnancy, miscarriage or delivery on the part of the Insured, infertility treatment, artificial insemination, prenatal and postnatal check, birth control, abortion and complications caused by above-mentioned causes;
10. Medical accident occurring to the Insured because of cosmetic surgery or other surgical operations;
11. Expenses of orthopedics, correct procedure, plastic surgery or rehabilitation therapy received by the Insurer;
12. Health check (physical examination), healing, convalesce or special care
13. Taking, application or injection of medicine without the permission of doctor on the part of the Insurer;
14. Medical expenses incurred outside the Chinese mainland or in private hospitals of the Chinese mainland, and expenses incurred in drug stores;
15. Charge of telephone, transportation, etc. on the part of the Insured;
16. Sports and athletic activities of high risk only professionals participate.(The Insured engages in high risk activities such as diving, parachuting, paragliding, roller skating, skiing, skating, bungee jumping, rock climbing, wrestling, judo, taekwondo, martial art, karate, fencing, etc.
17. Providing false insurance information, or the international experts and teachers taking out an insurance policy as a student.
18. Experimental treatment and costs incurred for medical experiment purpose.
19. The insurant should turn to medical treatment in strict accordance with the hospital admissions standards. If not, the insurer does not reimburse the cost of hospitalization.
20. Fees incurred without reporting the case in advance or through the guidance channels (400 telephone number) of medical treatment under non-emergent circumstances or fees are not approved.
21. Fees incurred without reporting the case in advance or through the guidance channels of medical treatment under non-emergent circumstances

免除责任

一、身故及残疾保险责任免除

因下列情形之一导致被保险人身故、伤残的，本公司不承担给付保险金的责任：

- （一）投保人、受益人故意杀害或故意伤害被保险人；
- （二）被保险人故意自伤、自杀、故意犯罪或者抗拒依法采取的刑事强制措施；
- （三）被保险人殴斗、醉酒，主动服用、吸食或注射毒品；
- （四）被保险人酒后驾驶、无合法有效驾驶证驾驶，或驾驶无有效行驶证的机动车；
- （五）战争、军事冲突、暴乱或武装叛乱；
- （六）核爆炸、核辐射或核污染；
- （七）被保险人妊娠、流产、堕胎、分娩（含剖腹产）、避孕、节育绝育手术、治疗不孕不育症、人工受孕及由以上情形导致的并发症；
- （八）被保险人因整容手术或其他内、外科手术导致医疗事故；
- （九）被保险人未遵医嘱，私自使用药物，但按使用说明的规定使用非处方药不在此限；
- （十）被保险人患爱滋病（AIDS）或感染爱滋病毒（HIV 呈阳性）期间；
- （十一）被保险人从事潜水、跳伞、攀岩、蹦极、驾驶滑翔机或滑翔伞、探险、摔跤、武术比赛、特技表演、赛马、赛车等高风险运动；
- （十二）被保险人在中国大陆地区以外身故或造成残疾的；
- （十三）提供虚假投保信息的，外籍专家及外教以学生身份投保的；
- （十四）留学生在勤工助学期间发生的事故。

发生上述情形之一，被保险人身故的，本公司对该被保险人保险责任终止。

二、医疗保险责任（意外伤害医疗、门急诊医疗、住院医疗）免除

因下列情形之一造成被保险人医疗费用支出的，本公司不承担给付保险金的责任：

- （一）投保人、受益人故意杀害或故意伤害被保险人；
- （二）被保险人故意自伤、故意犯罪或者抗拒依法采取的刑事强制措施；
- （三）被保险人殴斗、醉酒，服用、吸食或注射毒品；
- （四）被保险人酒后驾驶、无合法有效驾驶证驾驶，或驾驶无有效行驶证的机动车；
- （五）战争、军事冲突、暴乱或武装叛乱；
- （六）核爆炸、核辐射或核污染；
- （七）被保险人患先天性疾病、遗传性疾病、既往症（投保前已患疾病或已存在的症状，保险期间非连续的）；
- （八）被保险人患艾滋病或感染艾滋病病毒、性病；
- （九）被保险人怀孕、流产、分娩、不孕不育症治疗、人工受精、产前产后检查；节育、堕胎，及以上原因引起的并发症；
- （十）被保险人因整容手术或其它内、外科手术导致医疗事故；
- （十一）被保险人因矫形、矫正、整容或康复性治疗等所支出的费用；
- （十二）被保险人健康体检（体检）、疗养、静养或特别护理；
- （十三）被保险人未遵医嘱，私自服用、涂用、注射药物；
- （十四）在中国大陆地区以外发生及中国大陆境内私立医院发生的医疗费用及药店、医疗器材公司所支出的费用；
- （十五）被保险人支出的电话费、交通费等；
- （十六）专业人员参与的高风险运动及高危竞技类活动，如被保险人从事潜水、跳伞、滑翔伞、滚轴轮滑、滑雪滑冰、蹦极、攀岩、摔跤、柔道、跆拳道、武术、空手道、击剑等高风险运动；
- （十七）提供虚假投保信息的，外籍专家及外教以学生身份投保的；

（十八）被保险人在医院进行试验性治疗,且以医学实验为目的所产生的相关费用;

（十九）严格按照就诊医院的入院标准就医,未达到入院指标,但被保险人按自己意愿住院的费用不予报销;

（二十）未提前拨打 400 电话询诊或未审核通过的相关就诊费用;

（二十一）留学生在勤工助学期间产生的相关费用。