



中华人民共和国保险法

Insurance Law of the People's
Republic of China

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Insurance Law of the People's Republic of China

(Adopted at the 14th Meeting of the Standing Committee of the
Eighth National People's Congress on June 30, 1995,
promulgated by Order No. 51 of the President of the
People's Republic of China on June 30, 1995,
and effective as of October 1, 1995)

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第一章 总 则

第一条 为了规范保险活动,保护保险活动当事人的合法权益,加强对保险业的监督管理,促进保险事业的健康发展,制定本法。

第二条 本法所称保险,是指投保人根据合同约定,向保险人支付保险费,保险人对于合同约定的可能发生的事故因其发生所造成的财产损失承担赔偿保险金责任,或者当被保险人死亡、伤残、疾病或者达到合同约定的年龄、期限时承担给付保险金责任的商业保险行为。

第三条 在中华人民共和国境内从事保险活动,适用本法。

第四条 从事保险活动必须遵守法律、行政法规,遵循自愿和诚实信用的原则。

第五条 经营商业保险业务,必须是依照本法设立的保险公司。其他单位和个人不得经营商业保险业务。

第六条 在中华人民共和国境内的法人和其他组织需要办理境内保险的,应当向中华人民共和国境内的保

Chapter I General Provisions

Article 1 This Law is enacted for the purpose of regulating insurance activities, protecting the legitimate rights and interests of the parties involved, strengthening supervision and control of the insurance industry and promoting its healthy development.

Article 2 The term “insurance” as used in this Law refers to a commercial insurance transaction whereby an insurance applicant, as contracted, pays insurance premiums to the insurer, and the insurer bears an obligation to indemnify him for property loss or damage caused by the happening of a contingent event that is agreed upon in the contract, or to pay the insurance benefits when the insured person dies, is injured or disabled, suffers illness or reaches the age or time-limit agreed upon in the contract.

Article 3 Insurance activities within the territory of the People’s Republic of China (herein-after referred to as the PRC) shall be governed by this Law.

Article 4 Insurance activities shall abide by laws and administrative rules and regulations and shall be conducted voluntarily under the principle of good faith.

Article 5 Commercial insurance business has to be conducted by insurance companies established in accordance with this Law; no other entity or individual is permitted to carry on commercial insurance business.

Article 6 Any legal person or other organization within the territory of the PRC that needs insurance coverage within the PRC

险公司投保。

第七条 保险公司开展业务,应当遵循公平竞争的原则,不得从事不正当竞争。

第八条 国务院金融监督管理部门依照本法负责对保险业实施监督管理。

第二章 保险合同

第一节 一般规定

第九条 保险合同是投保人与保险人约定保险权利义务关系的协议。

投保人是指与保险人订立保险合同,并按照保险合同负有支付保险费义务的人。

保险人是指与投保人订立保险合同,并承担赔偿或者给付保险金责任的保险公司。

第十条 投保人和保险人订立保险合同,应当遵循公平互利、协商一致、自愿订立的原则,不得损害社会公共利益。

除法律、行政法规规定必须保险的以外,保险公司和

shall for the purpose thereof apply to insurance companies established within the territory of the PRC.

Article 7 Insurance companies shall observe the principle of fair competition in developing insurance business and shall not engage in unfair competition.

Article 8 The financial supervision and control department under the State Council shall be responsible for supervision and control of the insurance industry in accordance with this Law.

Chapter II Insurance Contracts

Section 1 General Stipulations

Article 9 An insurance contract is an agreement whereby the rights and obligations pertaining to insurance are specified and agreed by the applicant and the insurer.

By applicant is meant the party who enters into an insurance contract with an insurer and is obligated to pay the premiums under the insurance contract.

By insurer is meant the insurance company which enters into an insurance contract with an applicant and is obligated to make indemnity or pay insurance benefits.

Article 10 In concluding an insurance contract, the applicant and the insurer shall abide by a fair, mutually beneficial, consultative and voluntary principle and shall not infringe upon public interests of society.

Insurance companies and other entities shall not constrain oth-

其他单位不得强制他人订立保险合同。

第十一条 投保人对保险标的应当具有保险利益。

投保人对保险标的的不具有保险利益的,保险合同无效。

保险利益是指投保人对保险标的具有的 legally 承认的利益。

保险标的是指作为保险对象的财产及其有关利益或者人的寿命和身体。

第十二条 投保人提出保险要求,经保险人同意承保,并就合同的条款达成协议,保险合同成立。保险人应当及时向投保人签发保险单或者其他保险凭证,并在保险单或者其他保险凭证中载明当事人双方约定的合同内容。

经投保人和保险人协商同意,也可以采取前款规定以外的其他书面协议形式订立保险合同。

第十三条 保险合同成立后,投保人按照约定交付保险费;保险人按照约定的时间开始承担保险责任。

第十四条 除本法另有规定或者保险合同另有约定

ers to enter into insurance contracts, except for such insurances as have been made compulsory by laws and administrative rules and regulations.

Article 11 An applicant shall have an insurable interest in the subject matter of the insurance.

An insurance contract is null and void if the applicant has no insurable interest in the subject matter of the insurance.

By insurable interest is meant the legally recognised interest which the applicant has in the subject matter of the insurance.

The subject matter of the insurance refers, as regards the object of the insurance, either to the property of the insured and related interests associated therewith, or to the life and the person of the insured.

Article 12 An insurance contract is formed when an applicant applies for and the insurer accepts insurance under the terms and conditions agreed therefor by both parties. The insurer shall issue to the applicant in good time, an insurance policy or other insurance certificate which indicates the terms and conditions as agreed by both parties.

An insurance contract may take other written form than as prescribed in the preceding paragraph upon mutual agreement of the applicant and the insurer.

Article 13 Once an insurance contract is formed, the applicant shall pay the premium in accordance with the terms of the contract and the insurer shall begin to undertake the risk from the time agreed.

Article 14 Unless otherwise stipulated in this Law or agreed

外,保险合同成立后,投保人可以解除保险合同。

第十五条 除本法另有规定或者保险合同另有约定外,保险合同成立后,保险人不得解除保险合同。

第十六条 订立保险合同,保险人应当向投保人说明保险合同的条款内容,并可以就保险标的或者被保险人的有关情况提出询问,投保人应当如实告知。

投保人故意隐瞒事实,不履行如实告知义务的,或者因过失未履行如实告知义务,足以影响保险人决定是否同意承保或者提高保险费率的,保险人有权解除保险合同。

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

投保人因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,保险人对于保险合同解除前发生的保险事故,不承担赔偿或者给付保险金的责任,但可以退还保险费。

in the insurance contract, the applicant may rescind the contract after it is formed.

Article 15 Unless otherwise stipulated in this Law or agreed in the insurance contract, the insurer may not rescind the contract after it is formed.

Article 16 In concluding an insurance contract, the insurer shall explain the contract terms to the applicant and may inquire about the subject matter of the insurance or relevant circumstances concerning the insured. The applicant shall make an honest disclosure.

The insurer shall have the right to rescind the insurance contract, if the applicant intentionally conceals the facts and does not perform his obligation of making an honest disclosure, or negligently fails to make disclosure thereby materially affecting the insurer making a decision whether or not to provide the insurance or whether or not to increase the premium rate.

If an applicant intentionally fails to perform his obligation of making an honest disclosure, as regards the insured event which occurs prior to the rescission of the contract, the insurer shall bear no obligation for indemnification or payment of the insured amount, or for returning the premiums paid.

If an applicant negligently fails to perform his obligation of making an honest disclosure and this has a material effect on the occurrence of an insured event, the insurer shall, in connection with the insured event which occurred prior to the rescission of the contract, bear no obligation for indemnification or payment of the insured amount but may return the premiums paid.

保险事故是指保险合同约定的保险责任范围内的事
故。

第十七条 保险合同中规定有关于保险人责任免除
条款的,保险人在订立保险合同时应当向投保人明确说
明,未明确说明的,该条款不产生效力。

第十八条 保险合同应当包括下列事项:

- (一)保险人名称和住所;
- (二)投保人、被保险人名称和住所,以及人身保险的
受益人的名称和住所;
- (三)保险标的;
- (四)保险责任和责任免除;
- (五)保险期间和保险责任开始时间;
- (六)保险价值;
- (七)保险金额;
- (八)保险费以及支付办法;
- (九)保险金赔偿或者给付办法;
- (十)违约责任和争议处理;
- (十一)订立合同的年、月、日。

第十九条 投保人和保险人在前条规定的保险合同
事项外,可以就与保险有关的其他事项作出约定。

By insured event is meant an event falling within the scope of cover under the insurance contract.

Article 17 If there are exclusion clauses provided by the insurer in the insurance contract, then the insurer shall make precise and clear explanations in respect thereof to the applicant when concluding the insurance contract, otherwise such clauses shall have no effect.

Article 18 An insurance contract shall contain the following particulars:

- (1) Name and address of the insurer;
- (2) Names and addresses of the applicant and the insured, and name and address of the beneficiary in case of insurance of the person;
- (3) Subject matter of the insurance;
- (4) Scope of cover and exclusions;
- (5) Period of insurance and commencement of liability of the insurer;
- (6) Insured value;
- (7) Amount insured;
- (8) Premium and way of its payment;
- (9) Way of payment of indemnity or insurance benefits;
- (10) Liability arising from breach of contract and resolution of disputes;
- (11) Day, month and year of the conclusion of the contract.

Article 19 The applicant and the insurer may include other particulars for matters relating to the insurance contract besides those stipulated in the preceding article.

第二十条 在保险合同有效期内,投保人和保险人经协商同意,可以变更保险合同的有关内容。

变更保险合同的,应当由保险人在原保险单或者其他保险凭证上批注或者附贴批单,或者由投保人和保险人订立变更的书面协议。

第二十一条 投保人、被保险人或者受益人知道保险事故发生后,应当及时通知保险人。

被保险人是指其财产或者人身受保险合同保障,享有保险金请求权的人,投保人可以为被保险人。

受益人是指人身保险合同中由被保险人或者投保人指定的享有保险金请求权的人,投保人、被保险人可以为受益人。

第二十二条 保险事故发生后,依照保险合同请求保险人赔偿或者给付保险金时,投保人、被保险人或者受益人应当向保险人提供其所能提供的与确认保险事故的性质、原因、损失程度有关的证明和资料。

保险人依照保险合同的约定,认为有关的证明和资料不完整的,应当通知投保人、被保险人或者受益人补充提供有关的证明和资料。

Article 20 During the period of validity of the insurance contract, the applicant and the insurer may amend the contents of the insurance contract subject to mutual agreement.

Where amendments to the insurance contract are made, the insurer shall endorse them in the original policy or other insurance certificates, or affix an endorsement slip thereto, or have a written agreement of amendment made with the applicant.

Article 21 The applicant, the insured or the beneficiary shall notify the insurer in good time when the occurrence of the insured event is known to them.

The insured refers to one whose property or person is protected by the insurance contract and who is entitled to claim for the insured amount. The applicant may also be the insured.

The beneficiary with respect to insurance of the person refers to the one who, designated by the insured or the applicant, is entitled to claim for the insurance benefits. The applicant or the insured may also be the beneficiary.

Article 22 Where a claim for indemnity or payment of insurance benefits is lodged with the insurer after the occurrence of the insured event, the applicant, the insured or the beneficiary shall, to the best of their ability, provide the insurer with evidence and other material relevant to ascertaining the nature, the cause and the extent of the loss.

Based on the provisions of the insurance contract, the insurer, in considering the relevant evidence or other material incomplete, shall notify the applicant, the insured or the beneficiary to provide supplementary evidence or other material.