# 金融合同:财产保险合同范本(英文)

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*property insurance clauses whole doc. i. the property insured the property insured shall refer to all properties and exp...*

property insurance clauses

whole doc.

i. the property insured

the property insured shall refer to all properties and expenses spe-

cified in the schedule of this policy.

unless specifically agreed upon in writing between the insured and the

company and appraised and value-established by professionals or assessors,

the following articles and the expenses relevant thereto shall not be

covered under this policy:

1. gold, silver, pearls, diamonds, precious stones and jades;

2. antiques, articles of virtue, ancient coins, ancient books and

ancient paintings;

3. works of art or postage stamps;

4. advertisements, aerials, neon, pieces of solar energy apparatus

etc. on buildings;

5. computer system records or its making and copying costs.

under no circumstances shall the following articles relevant thereto

be covered hereunder:

1. guns, ammunition or explosives;

2. banknotes, securities, bills, documents, files, account books or

drawings;

3. animals, plants and agricultural crops;

4. mobile phones, portable computers, removable photograph apparatus

or other precious articles;

5. vehicles licensed for general transport use.

ii. scope of cover

the company shall indemnify the insured in respect of the physical

loss of or damage to the insured property stated in the schedule during

the period of insurance directly arising from the following perils:

1. fire;

2. explosion;

but not including explosion of a boiler or other pressure relief

devices;

3. lightning;

4. hurricane, typhoon and tornado;

5. storm, tempest and flood;

but not including loss or damage caused by change in normal water

level or inundation from sea water or water escape or leakage from the

normal confines of any natural water course, lake or reservoir, canal or

dam as well as loss of or damage to the insured property caused by storm,

tempest or flood while being stored in the open or covered by or under a

shed thatched with reeds, tarpaulins, straw, asphalt felt, plastic or

nylon sheet;

6. hailstorm;

7. landslide, rockslide, avalanche;

8. volcanic explosion;

9. subsidence of ground;

but not including loss or damage resulting from pile driving,

groundwork or excavation; 10. crashing aircraft and parts or articles falling from aircraft and

other flying objects;

11. bursting of water tank or pipe;

but not including bursting of water tank or pipe due to rust.

iii. exclusions

this company shall not be liable for:

1. loss of or damage to the insured property or expenses caused by

intentional act or gross negligence of the insured or his representative;

2. loss of or damage to the insured property caused and expenses

incurred by earthquake or tsunami;

3. depreciation, loss of market, loss of use and other consequential

losses of any description;

4. loss of or damage to the insured property or expenses incurred

arising from war, warlike operation, hostilities, armed conflicts,

terrorism, conspiracy insurrection, coup detat, strike, riot, and civil

commotion;

5. confiscation, requisition, destruction or damage by any action or

order of any government de jure or de facto or by any public authorities;

6. loss of or damage to insured property directly or indirectly caused

or expenses incurred by nuclear fission, nuclear fusion, nuclear weapon,

nuclear material, nuclear radiation and radioactive contamination;

7. loss or damage caused and expenses incurred by pollution of any

kind or description whatsoever such as atmosphere, land and water

pollutions but this does not include loss or damage caused by pollution

arising from perils specified in article ii the policy;

8. the deductibles stated in the schedule to be borne by the insured;

9. loss or damage arising from any other perils not listed in article

ii of this policy.

iv. treatment of claim

1. the company shall at its option, indemnify the insured in respect

of loss or damage falling within the scope of cover of the policy by

either:

1.1 paying the amount of the actual value of the property lost or

damaged or;

1.2 paying the necessary cost of repairing or restoring the damaged

property to its nearest condition immediately preceding the damage or;

1.3 repairing or restoring the damaged property to a condition near to

other property of like kind and quality.

2. indemnity under this policy shall be based upon the sound market

value of the property prevailing at the time of loss. if the sound markvalue of the damaged property is lower than the sum insured of such

property, the claim shall be settled on its market value; if the sound

market value of the property is in excess of the sum insured, the company

shall only be liable for such proportion of the claim as the sum insured

of the damaged property bears to its sound market value. if the insured

property enumerated in the schedule is more than one item, the provision

of this clause shall apply to each thereof.

3. if a claim for loss of or damage to the insured item is settled on

a total loss basis, the salvage value of such item shall be deducted from

the indemnity payable by the company. the company may, at its option,

decline the abandonment of any damaged property by the insured.

4. in the event of loss of or damage to any equipment item insured

forming part of a pair or set, the company shall not be liable in respect

of each of such item lost or damaged for more than its proportionate part

of the sum insured on the complete pair or set.

5. in the event of any loss occurrence, the company shall also pay the

insured for the expenses reasonably incurred for taking necessary measures

to minimize loss or damage to the least extent, but in no case shall such

expenses referred hereto exceed the sum insured of the insured property.

6. upon settlement of a claim, an endorsement shall be issued by the

company to reduce the sum insured corresponding to the property lost or

damaged by the amount so settled from the date of loss, and no premium

shall be refunded for the amount so reduced. if reinstatement of the sum

insured is required by the insured upon settlement of the claim, an

additional premium for the reinstated amount shall be charged at an agreed

rate, and be calculated on pro rata daily basis from the date of loss to

the expiry of the insurance.

7. the time of validity of a claim under this insurance shall not

exceed a period of two year counting from the date of loss.

v. insureds obligations

the following obligations shall be strictly fulfilled by the insured

and his representative:

1. the insured and his representative, when applying for insurance

shall make true answers or descriptions to the questions in the proposal

and questionnaire or to any other questions raised by the company.

2. the insured and his representative shall pay to the company in dcourse the agreed premium in the manner as provided in the schedule and

endorsements.

3. during the period of this insurance, the insured shall at his own

expense take all reasonable precautions, including paying sufficient

attention to and putting into practice the reasonable recommendations of

the company, prudently selecting the workmen and employees and complying

with all statutory regulations and safety operation procedures.

4. in the event of any occurrence which gives or might give rise to a

claim under this policy, the insured or his representative shall:

4.1 notify the company immediately and within seven (7) days or any

further period as may be agreed by the company in writing, furnish a

written report to indicate the course, probable reason and extent of loss

or damage;

4.2 take all necessary measures to avoid aggravation of the loss or

damage and minimize it to the least extent;

4.3 preserve the spot affected and defective parts before an

inspection is carried out by a representative or surveyor from the

company;

4.4 furnish all such information and documentary evidence as the

company may require for supporting the claim.

vi. general conditions

1. policy effect

the due observance and fulfilment of the terms and conditions of this

policy in so far as they relate to anything to be done or complied with by

the insured shall be a condition precedent to any liability of the company

under this policy.

2. policy voidance

this policy shall be voidable in the event of misrepresentation,

misdescription or non-disclosure made by the insured or his representative

in any material particular in respect of this insurance.

3. policy termination

unless its continuance be admitted by the company in writing, this

policy shall be automatically terminated if:

3.1 the insurable interest of the insured is lost;

3.2 the risk of loss or damage is increased.

after termination of the policy, the premium shall be refunded to the

insured calculated on pro rata daily basis for the period from the date of

termination to the date of expiry.

4. policy cancellation

this policy may be canceled at any time at the request of the insured

in writing or at the option of the company by giving a fifteen (15) days

prior notice to the insured. in the former case the company shall retainpremium calculated on short term rate basis for the time the policy has

been in force while in the latter case such premium shall be calculated on

pro rata daily basis.

5. forfeit of benefit

if the claim is in any respect fraudulent, or if any fraudulent means

or devices are used by the insured or his representative to obtain any

benefit under this policy or if any loss or damage is occasioned by the

intentional act or in the connivance of the insured or his representative,

then in any of these cases, all the rights and benefits of the insured

under this policy shall be forfeited, and all consequent losses arising

therefrom including the amount of claim paid by the company shall be

indemnified by the insured.

6. reasonable inspection

the representative of the company shall at any suitable time be

entitled to attend the site and inspect or examine the risk explosure of

the property insured. for this purpose, the insured shall provide full

assistance and all details and information required by the company as may

be necessary for the assessment of the risk. the above mentioned

inspection or examination shall in no circumstances be held as any

admission to the insured by the company.

7. double insurance

should any loss, damage, expenses or liability recoverable under the

policy be also covered by any other insurance, the company shall only be

liable to pay or contribute his proportion of the claim irrespective as to

whether the other insurance is arranged by the insured or others on his

behalf, or whether any indemnification is obtainable under such other

insurance.

8. subrogation

where a third party shall be held responsible for the loss or damage

covered under this policy, the insured shall, whether being indemnified by

the company or not, take all necessary measures to enforce or reserve the

right of recovery against such third party, and upon being indemnified by

the company, subrogate to the company all the right of recovery, transfer

all necessary documents to and assist the company in pursuing recovery

from the responsible party.

9. dispute

all disputes under this insurance arising between the insured and the

company shall be settled through friendly negotiations. where the two

parties fail to reach an agreement after negotiations, such dispute shall

be submitted to arbitration or to court for legal actions. unleotherwise agreed, such arbitration or legal action shall be carried out in

the place where the defendant is domiciled.

vii. special provisions

the following provisions shall be applied to all parts of this policy

and shall override the other terms and conditions of this policy if any

conflict arises.

property insurance policy

policy no.:

whereas the insured named in the schedule hereto has made to the

\_\_\_\_\_\_ insurance company (hereinafter called \"\"the company\"\") a written

proposal which together with any other statements made by the insured for

the purpose of this policy is deemed to be incorporated herein and has

paid to the company the premium stated in the schedule.

now this policy of insurance witnesses that subject to the terms and

conditions contained herein or endorsed hereon the company shall indemnify

the insured for the loss or damage sustained during the period of

insurance stated in the schedule in the manner and to the extent

hereinafter provided.

by the \_\_\_\_\_\_\_\_ insurance company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorised signature

date of issue:

place of issue:

schedule

policy no.:

1. name and address of the insured

1.1 the insured:

1.2 address:

2. location of the property insured:

3. nature of trade:

4. insured items and sums insured:

insured items sums insured

4.1 property insured

4.1.1 building(s) (including decoration):

4.1.2 machinery and equipment:

4.1.3 furniture and fixture:

(including office equipment and supplies)

4.1.4 stock:

4.1.5 others:

4.2 additional expenses:

4.2.1 removal of debris fees:

4.2.2 fire extinguishing expenses:

4.2.3 professional fees:

4.2.4 other expenses:

total sum insured:

5. deductible (any one accident):

6. period of insurance: \_\_\_ months.

from 00:00 of \_\_\_\_\_\_\_\_\_ to 24:00 hours of \_\_\_\_\_\_

7. premium rate:

total premium:

8. date of payment:

9. jurisdiction:

this policy is governed by law of the peoples republic of china.

10. special provisions:

property insurance policys schedule

\_\_\_\_\_\_\_\_\_ insurance company

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