

财产一切险条款

请仔细阅读保险条款全文，特别是以加深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/报价单、保险单或其他保险凭证以及批单组成。凡涉及本保险合同的约定，均采用书面形式。

保险标的

第二条 本保险合同载明地址内的下列财产可作为保险标的：

- (一) 属于被保险人所有或与他人共有而由被保险人负责的财产；
- (二) 由被保险人经营管理或替他人保管的财产；
- (三) 其他具有法律上承认的与被保险人有经济利害关系的财产。

第三条 本保险合同载明地址内的下列财产未经保险合同双方特别约定并在保险合同中载明保险价值的，不属于本保险合同的保险标的：

- (一) 金银、珠宝、钻石、玉器、首饰、古币、古玩、古书、古画、邮票、字画、艺术品、稀有金属等珍贵财物；
- (二) 堤堰、水闸、铁路、道路、涵洞、隧道、桥梁、码头；
- (三) 矿井（坑）内的设备和物资；
- (四) 便携式通讯装置、便携式计算机设备、便携式照相摄像器材以及其他便携式装置、设备；
- (五) 尚未交付使用或验收的工程。

第四条 下列财产不属于本保险合同的保险标的：

- (一) 土地、矿藏、水资源及其他自然资源；
- (二) 矿井、矿坑；
- (三) 货币、票证、有价证券以及有现金价值的磁卡、集成电路（IC）卡等卡类；
- (四) 文件、账册、图表、技术资料、计算机软件、计算机数据资料等无法鉴定价值的财产；
- (五) 枪支弹药；
- (六) 违章建筑、危险建筑、非法占用的财产；
- (七) 领取公共行驶执照的机动车辆；
- (八) 动物、植物、农作物。

保险责任

第五条 在保险期间内，由于自然灾害或意外事故造成保险标的直接物质损坏或灭失（以下简称“损失”），保险人按照本保险合同的约定负责赔偿。

前款原因造成的保险事故发生时，为抢救保险标的或防止灾害蔓延，采取必要的、合理的措施而造成保险标的的损失，保险人按照本保险合同的约定也负责赔偿。

第六条 保险事故发生后，被保险人为防止或减少保险标的的损失所支付的必要的、合理的费用，保险人按照本保险合同的约定也负责赔偿。

责任免除

第七条 下列原因造成的损失、费用，保险人不负责赔偿：

- （一）投保人、被保险人及其代表的故意或重大过失行为；
- （二）行政行为或司法行为；
- （三）战争、类似战争行为、敌对行动、军事行动、武装冲突、罢工、骚乱、暴动、政变、谋反、恐怖活动；
- （四）地震、海啸及其次生灾害；
- （五）核辐射、核裂变、核聚变、核污染及其他放射性污染；
- （六）大气污染、土地污染、水污染及其他非放射性污染，但因保险事故造成的非放射性污染不在此限；
- （七）保险标的的内在或潜在缺陷、自然磨损、自然损耗，大气（气候或气温）变化、正常水位变化或其他渐变原因，物质本身变化、霉烂、受潮、鼠咬、虫蛀、鸟啄、氧化、锈蚀、渗漏、烘焙；
- （八）盗窃、抢劫。

第八条 下列损失、费用，保险人也不负责赔偿：

- （一）保险标的的遭受保险事故引起的各种间接损失；
- （二）设计错误、原材料缺陷或工艺不善造成保险标的的本身的损失；
- （三）广告牌、天线、霓虹灯、太阳能装置等建筑物外部附属设施，存放于露天或简易建筑物内的保险标的的以及简易建筑，由于雷电、暴雨、洪水、暴风、龙卷风、冰雹、台风、飓风、暴雪、冰凌、沙尘暴造成的损失；
- （四）锅炉及压力容器爆炸造成其本身的损失；
- （五）非外力造成机械或电气设备本身的损失；
- （六）被保险人及其雇员的操作不当、技术缺陷造成被操作的机械或电气设备的损失；
- （七）盘点时发现的短缺；
- （八）任何原因导致公共供电、供水、供气及其他能源供应中断造成的损失和费用；
- （九）本保险合同中载明的免赔额或按本保险合同中载明的免赔率计算的免赔额。

保险价值、保险金额与免赔额（率）

第九条 保险标的的保险价值可以为出险时的重置价值、出险时的账面余额、出险时的市场价值或其他价值，由投保人与保险人协商确定，并在本保险合同中载明。

第十条 保险金额由投保人参照保险价值自行确定，并在保险合同中载明。保险金额不得超过保险价值。超过保险价值的，超过部分无效，保险人应当退还相应的保险费。

第十一条 免赔额（率）由投保人与保险人在订立保险合同时协商确定，并在保险合同中载明。

保险期间

第十二条 除另有约定外，保险期间为一年，以保险单载明的起讫时间为准。

保险人义务

第十三条 订立保险合同时，采用保险人提供的格式条款的，保险人向投保人提供的投保单应当附格式条款，保险人应当向投保人说明保险合同的内容。对保险合同中免除保险人责任的条款，保险人在订立合同时应当在投保单、保险单或者其他保险凭证上作出足以引起投保人注意的提示，并对该条款的内容以书面或者口头形式向投保人作出明确说明；未作提示或者明确说明的，该条款不产生效力。

第十四条 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。

第十五条 保险人依据第十九条所取得的保险合同解除权，自保险人知道有解除事由之日起，超过三十日不行使而消灭。自保险合同成立之日起超过二年的，保险人不得解除合同；发生保险事故的，保险人承担赔偿责任。

保险人在合同订立时已经知道投保人未如实告知的情况的，保险人不得解除合同；发生保险事故的，保险人应当承担赔偿责任。

第十六条 保险人按照第二十五条的约定，认为被保险人提供的有关索赔的证明和资料不完整的，应当及时一次性通知投保人、被保险人补充提供。

第十七条 保险人收到被保险人的赔偿保险金的请求后，应当及时作出是否属于保险责任的核定；情形复杂的，双方同意适当延长，延长时限一般不超过 180 天，但双方另有约定的除外。

保险人应当将核定结果通知被保险人；对属于保险责任的，在与被保险人达成赔偿保险金的协议后十日内，履行赔偿保险金义务。保险合同对赔偿保险金的期限有约定的，保险人应当按照约定履行赔偿保险金的义务。保险人依照前款约定作出核定后，对不属于保险责任的，应当自作出核定之日起三日内向被保险人发出拒绝赔偿保险金通知书，并说明理由。

第十八条 保险人自收到赔偿的请求和有关证明、资料之日起六十日内，对其赔偿保险金的数额不能确定的，应当根据已有证明和资料可以确定的数额先予支付；保险人最终确定赔偿的数额后，应当支付相应的差额。

投保人、被保险人义务

第十九条 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，并如实填写投保单。

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

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

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

第二十条 投保人应按约定交付保险费。

约定一次性交付保险费的，投保人应当在约定交费日交付保险费。

约定分期交付保险费的，**保险人按照保险事故发生前保险人实际收取保险费总额与投保人应当交付的保险费的比例承担保险责任**，投保人应当交付的保险费是指截至保险事故发生时投保人按约定分期应该缴纳的保费总额。

第二十一条 被保险人应当遵守国家有关消防、安全、生产操作、劳动保护等方面的相关法律、法规及规定，加强管理，采取合理的预防措施，尽力避免或减少责任事故的发生，维护保险标的的安全。

保险人可以对被保险人遵守前款约定的情况进行检查，向投保人、被保险人提出消除不安全因素和隐患的书面建议，投保人、被保险人应该认真付诸实施。

投保人、被保险人未按照约定履行其对保险标的的安全应尽责任的，保险人有权要求增加保险费或者解除合同。

第二十二条 保险标的转让的，被保险人或者受让人应当及时通知保险人。

因保险标的转让导致危险程度显著增加的，保险人自收到前款规定的通知之日起三十日内，可以按照合同约定增加保险费或者立即解除合同。保险人解除合同的，应当将已收取的保险费，按照合同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还投保人。

被保险人、受让人未履行本条规定的通知义务的，因转让导致保险标的的危险程度显著增加而发生的保险事故，保险人不承担赔偿责任。

第二十三条 在合同有效期内，如保险标的的占用与使用性质、保险标的的地址及其他可能导致保险标的的危险程度显著增加的、或其他足以影响保险人决定是否继续承保或是否增加保险费的保险合同重要事项变更，被保险人应及时书面通知保险人，保险人有权要求增加保险费或者解除合同。

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

第二十四条 知道保险事故发生后，被保险人应该：

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

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

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

第二十五条 被保险人请求赔偿时，应向保险人提供下列证明和资料：

（一）保险单正本、索赔申请、财产损失清单、技术鉴定证明、事故报告书、救护费用发票、必要的账簿、单据和有关部门的证明；

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

投保人、被保险人未履行前款约定的单证提供义务，导致保险人无法核实损失情况的，保险人对无法核实的部分不承担赔偿责任。

赔偿处理

第二十六条 保险事故发生时，被保险人对保险标的不具有保险利益的，不得向保险人请求赔偿保险金。

第二十七条 保险标的发生保险责任范围内的损失，保险人有权选择下列方式赔偿：

- (一) 货币赔偿：保险人以支付保险金的方式赔偿；
- (二) 实物赔偿：保险人以实物替换受损标的，该实物应具有保险标的出险前同等的类型、结构、状态和性能；
- (三) 实际修复：保险人自行或委托他人修理修复受损标的。

对保险标的在修复或替换过程中，被保险人进行的任何变更、性能增加或改进所产生的额外费用，保险人不负责赔偿。

第二十八条 保险标的遭受损失后，如果有残余价值，应由双方协商处理。如折归被保险人，由双方协商确定其价值，并在保险赔款中扣除。

第二十九条 保险标的发生保险责任范围内的损失，保险人按以下方式计算赔偿：

- (一) 保险金额等于或高于保险价值时，按实际损失计算赔偿，最高不超过保险价值；
- (二) 保险金额低于保险价值时，按保险金额与保险价值的比例乘以实际损失计算赔偿，最高不超过保险金额；
- (三) 若本保险合同所列标的的不止一项时，应分项按照本条约定处理。

第三十条 保险标的的保险金额大于或等于其保险价值时，被保险人为防止或减少保险标的的损失所支付的必要的、合理的费用，在保险标的的损失赔偿金额之外另行计算，最高不超过被施救保险标的的保险价值。

保险标的的保险金额小于其保险价值时，上述费用按被施救保险标的的保险金额与其保险价值的比例在保险标的的损失赔偿金额之外另行计算，最高不超过被施救保险标的的保险金额。

被施救的财产中，含有本保险合同未承保财产的，按被施救保险标的的保险价值与全部被施救财产价值的比例分摊施救费用。

第三十一条 每次事故保险人的赔偿金额为根据第二十九条、第三十条约定计算的金额扣除每次事故免赔额后的金额，或者为根据第二十九条、第三十条约定计算的金额扣除该金额与免赔率乘积后的金额。

第三十二条 保险事故发生时，如果存在重复保险，保险人按照本保险合同的相应保险金额与其他保险合同及本保险合同相应保险金额总和的比例承担赔偿责任。

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

第三十三条 保险标的发生部分损失，保险人履行赔偿义务后，本保险合同的保险金额自损失发生之日起按保险人的赔偿金额相应减少，保险人不退还保险金额减少部分的保险费。如投保人请求恢复至原保险金额，应按原约定的保险费率另行支付恢复部分从投保人请求的恢复日期起至保险期间届满之日止按日比例计算的保险费。

第三十四条 发生保险责任范围内的损失，应由有关责任方负责赔偿的，保险人自向被保险人赔偿保险金之日起，

在赔偿金额范围内代位行使被保险人对有关责任方请求赔偿的权利，被保险人应当向保险人提供必要的文件和所知道的有关情况。

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

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

第三十五条 被保险人向保险人请求赔偿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

第三十六条 因履行本保险合同发生的争议，由当事人协商解决。协商不成的，提交保险单载明的仲裁机构仲裁；保险单未载明仲裁机构且争议发生后未达成仲裁协议的，依法向人民法院起诉。

第三十七条 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，适用中华人民共和国法律（不包括港澳台地区法律）。

其他事项

第三十八条 保险标的发生部分损失的，自保险人赔偿之日起三十日内，投保人可以解除合同；除合同另有约定外，保险人也可以解除合同，但应当提前十五日通知投保人。

保险合同依据前款规定解除的，保险人应当将保险标的未受损失部分的保险费，按照合同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还投保人。

第三十九条 保险责任开始前，投保人要求解除保险合同的，应当按保险单所列保险费的 5% 向保险人支付退保手续费，保险人应当退还剩余部分保险费。

保险责任开始后，投保人要求解除保险合同的，自通知保险人之日起，保险合同解除，保险人按短期费率计收保险责任开始之日起至合同解除之日止期间的保险费，并退还剩余部分保险费。

保险责任开始后，保险人要求解除保险合同的，可提前十五日向投保人发出解约通知书解除本保险合同，保险人按照保险责任开始之日起至合同解除之日止期间与保险期间的日比例计收保险费，并退还剩余部分保险费，但法律另有规定或本合同另有规定的除外。若由于投保人未按照保险人要求在指定时间内支付保险费，保险人有权在保险费付款期限届满后，立即书面通知投保人解除保险合同。

第四十条 保险标的发生全部损失，属于保险责任的，保险人在履行赔偿义务后，本保险合同终止；不属于保险责任的，本保险合同终止，保险人按短期费率计收自保险责任开始之日起至损失发生之日止期间的保险费，并退还剩余部分保险费。

释义

第四十一条 本保险合同涉及下列术语时，适用下列释义：

（一）火灾

在时间或空间上失去控制的燃烧所造成的灾害。构成本保险的火灾责任必须同时具备以下三个条件：

1. 有燃烧现象，即有热有光有火焰；
2. 偶然、意外发生的燃烧；
3. 燃烧失去控制并有蔓延扩大的趋势。

因此，仅有燃烧现象并不等于构成本保险中的火灾责任。在生产、生活中有目的用火，如为了防疫而焚毁玷污的衣物，点火烧荒等属正常燃烧，不同于火灾责任。

因烘、烤、烫、烙造成焦糊变质等损失，既无燃烧现象，又无蔓延扩大趋势，也不属于火灾责任。

电机、电器、电气设备因使用过度、超电压、碰线、孤花、漏电、自身发热所造成的本身损毁，不属于火灾责任。但如果发生了燃烧并失去控制蔓延扩大，才构成火灾责任，并对电机、电器、电气设备本身的损失负责赔偿。

（二）爆炸

爆炸分物理性爆炸和化学性爆炸。

1. 物理性爆炸：由于液体变为蒸汽或气体膨胀，压力急剧增加并大大超过容器所能承受的极限压力，因而发生爆炸。如锅炉、空气压缩机、压缩气体钢瓶、液化气罐爆炸等。关于锅炉、压力容器爆炸的定义是：锅炉或压力容器在使用中或试压时发生破裂，使压力瞬时降到等于外界大气压力的事故，称为“爆炸事故”。

2. 化学性爆炸：物体在瞬息分解或燃烧时放出大量的热和气体，并以很大的压力向四周扩散的现象。如火药爆炸、可燃性粉尘纤维爆炸、可燃气体爆炸及各种化学物品的爆炸等。

因物体本身的瑕疵，使用损耗或产品质量低劣以及由于容器内部承受“负压”（内压比外压小）造成的损失，不属于爆炸责任。

（三）雷击

雷击指由雷电造成的灾害。雷电为积雨云中、云间或云地之间产生的放电现象。雷击的破坏形式分直接雷击与感应雷击两种。

1. 直接雷击：由于雷电直接击中保险标的造成损失，属直接雷击责任。

2. 感应雷击：由于雷击产生的静电感应或电磁感应使室内对地绝缘金属物体产生高电位放出火花引起的火灾，导致电器本身的损毁，或因雷电的高电压感应，致使电器部件的损毁，属感应雷击责任。

（四）暴雨：指每小时降雨量达 16 毫米以上，或连续 12 小时降雨量达 30 毫米以上，或连续 24 小时降雨量达 50 毫米以上的降雨。

（五）洪水：指山洪暴发、江河泛滥、潮水上岸及倒灌。但规律性的涨潮、自动灭火设施漏水以及在常年水位以下或地下渗水、水管爆裂不属于洪水责任。

（六）暴风：指风力达 8 级、风速在 17.2 米/秒以上的自然风。

（七）龙卷风：指一种范围小而时间短的猛烈旋风，陆地上平均最大风速在 79 米/秒-103 米/秒，极端最大风速在 100 米/秒以上。

（八）冰雹：指从强烈对流的积雨云中降落到地面的冰块或冰球，直径大于 5 毫米，核心坚硬的固体降水。

(九) 台风、飓风：台风指中心附近最大平均风力 12 级以上，即风速在 32.6 米/秒以上的热带气旋；飓风是一种与台风性质相同、但出现的位置区域不同的热带气旋，台风出现在西北太平洋海域，而飓风出现在印度洋、大西洋海域。

(十) 沙尘暴：指强风将地面大量尘沙吹起，使空气很混浊，水平能见度小于 1 公里的天气现象。

(十一) 暴雪：指连续 12 小时的降雪量大于或等于 10 毫米的降雪现象。

(十二) 冰凌：指春季江河解冻期时冰块飘浮遇阻，堆积成坝，堵塞江道，造成水位急剧上升，以致江水溢出江道，漫延成灾。

陆上有些地区，如山谷风口或酷寒致使雨雪在物体上结成冰块，成下垂形状，越结越厚，重量增加，由于下垂的拉力致使物体毁坏，也属冰凌责任。

(十三) 突发性滑坡：斜坡上不稳的岩土体或人为堆积物在重力作用下突然整体向下滑动的现象。

(十四) 崩塌：石崖、土崖、岩石受自然风化、雨蚀造成崩溃下塌，以及大量积雪在重力作用下从高处突然崩塌滚落。

(十五) 泥石流：由于雨水、冰雪融化等水源激发的、含有大量泥沙石块的特殊洪流。

(十六) 地面突然下陷下沉：地壳因为自然变异，地层收缩而发生突然塌陷。对于因海潮、河流、大雨侵蚀或在建筑房屋前没有掌握地层情况，地下有孔穴、矿穴，以致地面突然塌陷，也属地面突然下陷下沉。但未按建筑施工要求导致建筑地基下沉、裂缝、倒塌等，不在此列。

(十七) 飞行物体及其他空中运行物体坠落：指空中飞行器、人造卫星、陨石坠落，吊车、行车在运行时发生的物体坠落，人工开凿或爆炸而致石方、石块、土方飞射、塌下，建筑物倒塌、倒落、倾倒，以及其他空中运行物体坠落。

(十八) 自然灾害：指雷击、暴雨、洪水、暴风、龙卷风、冰雹、台风、飓风、沙尘暴、暴雪、冰凌、突发性滑坡、崩塌、泥石流、地面突然下陷下沉及其他人力不可抗拒的破坏力强大的自然现象。

(十九) 意外事故：指不可预料的以及被保险人无法控制并造成物质损失的突发性事件，包括火灾和爆炸。

(二十) 重大过失行为：指行为人不但没有遵守法律规范对其较高要求，甚至连人们都应当注意并能注意的一般标准也未达到的行为。

(二十一) 恐怖活动：指任何人以某一组织的名义或参与某一组织使用武力或暴力对任何政府进行恐吓或施加影响而采取的行动。

(二十二) 地震：地壳发生的震动。

(二十三) 海啸：海啸是指由海底地震，火山爆发或水下滑坡、塌陷所激发的海洋巨波。

(二十四) 行政行为或司法行为：指各级政府部门、执法机关或依法履行公共管理、社会管理职能的机构下令破坏、征用、罚没保险标的的行为。

(二十五) 简易建筑：指符合下列条件之一的建筑：(1) 使用竹木、芦席、篷布、茅草、油毛毡、塑料膜、尼龙布、玻璃钢瓦等材料为顶或墙体的建筑；(2) 顶部封闭，但直立面非封闭部分的面积与直立面总面积的比例超过 10% 的建筑；(3) 屋顶与所有墙体之间的最大距离超过一米的建筑。

(二十六) 自燃：指可燃物在没有外部热源直接作用的情况下，由于其内部的物理作用（如吸附、辐射等）、化学作用（如氧化、分解、聚合等）或生物作用（如发酵、细菌腐败等）而发热，热量积聚导致升温，当可燃物达到一定

温度时，未与明火直接接触而发生燃烧的现象。

（二十七）重置价值：指替换、重建受损保险标的，以使其达到全新状态而发生的费用，但不包括被保险人进行的任何变更、性能增加或改进所产生的额外费用。

（二十八）水箱、水管爆裂：包括冻裂和意外爆裂两种情况。水箱、水管爆裂一般是由水箱、水管本身瑕疵或使用耗损或严寒结冰造成的。

附录

短期费率表

保险期间	一个月	二个月	三个月	四个月	五个月	六个月	七个月	八个月	九个月	十个月	十一个月	十二个月
年费率的百分比	10	20	30	40	50	60	70	80	85	90	95	100

注：不足一个月的部分按一个月计收。

PROPERTY ALL RISKS INSURANCE CLAUSES

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 PROVISION

Article 1 The Insurance Contract incorporates the Insurance Clauses, Proposal Form/Quotation, Policy Schedule or Certificate, and Endorsements (if any). Any agreement related to the Insurance Contract shall be in written form.

PROPERTY INSURED

Article 2 The property insured shall include the following property contained in the premise(s) specified in the Policy:

2.1 property belonging to the Insured solely or jointly with others for which the Insured is responsible;

- 2.2 property under management, control, and/or in the custody of the Insured;
- 2.3 other property in which the Insured has an economic interest legally admitted.

Article 3 The following property contained in the premise(s) specified in the Policy shall not be insured by this Policy, unless otherwise specifically agreed between the Insurer and the Insured and with insured value stated in this Policy:

- 3.1 gold, silver, pearls, diamonds, jades, jewelry, ancient coins, antiques, ancient books, ancient paintings, stamps, works of art, works of painting and calligraphy, rare metals and the like;
- 3.2 embankments, water gates, railways, roads, culverts, tunnels, bridges, docks and piers;
- 3.3 plants, equipments and materials in mines or mineral pits;
- 3.4 mobile communication devices, portable computers, portable photographic apparatus, and other portable devices or equipments;
- 3.5 construction or erection works not taken over or put into service.

Article 4 The following items and articles are not insured by this Policy:

- 4.1 land, mineral resources, water and other natural resources;
- 4.2 mines and mineral pits;
- 4.3 banknotes, coupons, securities, magnetic and integrate circuit (IC) cards with cash value and the like;
- 4.4 Files and documents, account books, drawings, technical data, computer software or data, and other properties of which the value could not be appraised;
- 4.5 guns, ammunitions or explosives;
- 4.6 illegal or dilapidated buildings and structures, properties illegally occupied;
- 4.7 vehicles licensed for general transport use;
- 4.8 animals, plants and agricultural crops.

SCOPE OF COVER

Article 5 Subject to the terms, exclusions, conditions and provisions contained in the Policy or endorsed thereon, the Insurer shall indemnify the Insured for direct physical loss of or damage to the property insured (physical loss or damage being hereinafter termed Damage) caused by any Natural Hazard or Accident which occurs during the period of insurance, other than those specifically excluded in this Policy.

The Insurer shall also indemnify the Insured for physical loss of or damage to the property insured resulting from necessary and reasonable measures taken at the time of the happening of perils insured against by this Policy for the purpose of preventing or diminishing imminent damage to property hereby insured and/or preventing the spread and/or aggravation of loss or damage.

Article 6 Subject to the terms, conditions and exclusions contained herein or endorsed hereon, the Insurer shall also indemnify the Insured in respect of costs and expenses necessarily and reasonably incurred for the

purpose of preventing or mitigating the loss of or damage to the property insured after the occurrence of an insured event.

EXCLUSIONS

Article 7 The Insurer shall not indemnify the Insured in respect of any loss, damage, or expenses resulting from:

- 7.1** willful act or gross negligence of the Policyholder or the Insured or his representative;
- 7.2** governmental or judicial actions;
- 7.3** war and warlike operation, hostilities, military activities, armed conflicts, strike, riot, civil commotion, coup d'état, conspiracy insurrection, terrorism;
- 7.4** earthquake, tsunami and secondary disasters so caused;
- 7.5** nuclear radiation, nuclear fission, nuclear fusion, nuclear pollution or contamination and other radioactive pollution or contamination;
- 7.6** pollution of atmosphere, soil, water and other non-radioactive pollution, except non-radioactive pollution caused by perils hereby insured.
- 7.7** inherent vice or latent defect of the property insured, wear and tear of the property insured, changes in atmosphere (climatic or temperature) conditions, changes in normal water level or any other progressively operating causes; changes in substance, mould, humidity, mice, insects or vermin, birds, oxidation, rust, leakage, baking;
- 7.8** theft, burglary or robbery.

Article 8 The Insurer shall not be liable for:

- 8.1** consequential loss of the property insured arising from an event insured;
- 8.2** loss of or damage to the property insured itself arising from faulty design, defective material, or bad workmanship;
- 8.3** loss of or damage to the outside ancillary devices of building such as advertising signs, antenna, neon lights, solar energy equipment and other property insured stored in the open or in the simple building and the loss of or damage to the simple building itself, caused by the lightning, rainstorm, flood, inundation, windstorm, tornado, hailstone, typhoon, hurricane, snowstorm, icicle, sandstorm;
- 8.4** loss of or damage to the boilers or other pressure vessels themselves caused by their own explosion;
- 8.5** loss of or damage to the mechanical or electrical devices themselves unless due to external forces;
- 8.6** loss of or damage to electrical or mechanical equipment caused by faulty operation or lack of skills of the Insured or any of his employee(s);
- 8.7** shortage discovered at the time of taking an inventory;
- 8.8** any loss or expenses caused by failure of public utilities, such as electricity, gas, water supply or other energy sources, due to any causes;

8.9 the deductible(s) stated in the Policy.

INSURED VALUE, SUM INSURED, AND DEDUCTIBLE

Article 9 The insured value of the property insured, which can be either the reinstatement value, the book value, the market value or other values at the time of the happening of Damage, shall be agreed upon between the Policyholder and the Insurer and stated in the Policy Schedule.

Article 10 The sum insured, which shall be determined by the Policyholder according to the insured value and stated in the Policy Schedule, shall not exceed the insured value. The part of sum insured in excess of the insured value is deemed to be invalid, and correspondingly the premium of such part in excess shall be returned to the Policyholder.

Article 11 The deductible shall be agreed between the Policyholder and the Insurer when entering into the insurance contract and specified in the Policy Schedule.

PERIOD OF INSURANCE

Article 12 Unless otherwise agreed, the period of insurance shall be one year subject to the inception and expiration date as stipulated in the Policy Schedule.

OBLIGATIONS OF THE INSURER

Article 13 In case of application of standard clauses, the Insurer shall enclose them in the Proposal Form and explain the contents of the insurance contract to the Policyholder. For the clauses exempting the Insurer's liability, the Insurer shall make remarkable notice in the Proposal Form, Policy Schedule or other certificates to draw the Policyholder's attention, and explain them clearly in written or oral form when entering into the contract. Otherwise, such clauses shall be void.

Article 14 The Insurer shall issue the Policy Schedule or other certificates in a timely manner after the establishment of an insurance contract.

Article 15 The Insurer's right to cancel the Policy as stated in Article 19 is void if not exercised by the Insurer within thirty days after his acknowledgement of any causes for cancellation of this Policy. After two years from the establishment of the insurance contract, such right to cancel the Policy is also void and the Insurer shall be liable for Damage insured by this Policy.

If before the establishment of the insurance contract, the Insurer is aware of the Policyholder's misrepresentation or non-disclosure, the Insurer cannot cancel the Policy, and still shall be liable for Damage insured by this Policy.

Article 16 If the Insurer believes that the proofs and documents provided by the Insured, as required in Article 25, are not sufficient, the Insurer shall request the Policyholder and/or the Insured to provide additional materials in time and once for all.

Article 17 Upon receipt of a claim, the Insurer shall confirm whether the Damage is covered by this Policy or not in a timely manner. For complicated cases, it is hereby agreed to allow an extension of no more than 180 days, or further extension if needed subject to the agreement by both parties.

The Insurer shall notify the Insured of the decision in a timely manner. If the Damage is covered by this Policy, the Insurer shall make payment within ten days after reaching an agreement with the Insured. If the time limit for indemnity is specifically stipulated in the insurance contract, the Insurer shall make payment within such time limit. If the Damage is not covered by this Policy, within three days after the decision, the Insurer shall issue a declination letter and explain the reasons to the Insured.

Article 18 The Insurer shall allow an advance payment that can be determined by the available proofs or documents if the final settlement amount cannot be determined within sixty days after receipt of such claim and relevant documents, and pay the balance to the Insured after the final amount of indemnity is adjusted.

OBLIGATIONS OF THE POLICYHOLDER AND/OR INSURED

Article 19 Before entering into an insurance contract, the Policyholder shall make full and accurate representation and disclosure at the request and/or inquiry of the Insurer in respect of the property insured and the Insured himself and complete the Proposal Form faithfully.

If the Policyholder fails to fulfill the obligation of making full and accurate representation and disclosure as aforementioned due to his willful act and/or gross negligence, which may affect the Insurer's decision whether to write the risk of the insurance and, if so, whether to raise the premium rate, the Insurer is entitled to cancel the Policy.

If the Policyholder willfully fails to comply with the obligation of making full and accurate representation and disclosure, the Insurer shall not be liable for any loss or damage happening prior to the cancellation of the Policy while no premium shall be refunded.

If the Policyholder, due to gross negligence, fails to disclose in truth material particular(s) which has significant contribution to the occurrence of the event insured hereby, the Insurer shall not indemnify the Insured for any loss or damage happening prior to the cancellation of this Policy, but shall return premium collected.

Article 20 The Policyholder shall pay premium as agreed upon in the insurance contract.

If the premium is agreed to be paid in a lump, the Policyholder shall pay the premium on or before the agreed due date.

If the premium is agreed to be paid in installments, **the Insurer shall undertake liability in proportion of the paid premium to the total premium payable before the occurrence of Damage.** The total premium payable refers to the total premium that the Policyholder shall pay as agreed prior to the occurrence.

Article 21 The Insured shall observe and fulfill relevant laws, regulations and requirements on fire, safety, production operations and labor protection, improve management, take all reasonable precautions to protect the security of the property and prevent and/or minimize Damage thereto.

The Insurer is entitled to inspect whether or not the Insured has fulfilled the aforementioned obligation of reasonable precautions, and make recommendations in writing to the Policyholder or the Insured on eliminating risks and dangers, which shall be implemented by the Policyholder and/or the Insured in a serious manner accordingly.

If the Policyholder or the Insured fails to comply with due obligation of reasonable precautions, the Insurer is entitled to charge additional premium or cancel the Policy.

Article 22 Once any property insured is transferred, the Insured or the Assignee shall notify the Insurer in time.

If the risk increases materially due to that transfer, the Insurer may charge additional premium or immediately cancel the Policy subject to the terms and conditions of the Policy within thirty days after the Insurer's receipt of such notice, in which case, the Insurer shall retain the premium due for the period from the date of inception to the date of cancellation, and refund the remainder of the charged premium to the Policyholder.

If the Insured or Assignee fails to comply with the aforementioned obligation of notification, the Insurer shall not be liable for any Damage due to the material increase of risks resulted from such transfer of the property insured.

Article 23 During the period of insurance, the Insured shall give the Insurer timely written notice of any alteration of the occupation and/or usage and/or location of the property insured and/or other material facts which may increase the risks materially and affect the Insurer's decision whether to continue writing the risk of insurance and, if so, whether to increase the premium, and the Insurer is entitled to charge additional premium or cancel the Policy.

If the Insured fails to comply with the obligation of notification aforementioned, the Insurer shall not be liable for any Damage due to the material change of the risks.

Article 24 If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge, the Insured shall:

24.1 take all necessary and reasonable measures to prevent or minimize the Damage; otherwise **the Insurer shall not be liable for any extended or aggravated loss or damage caused hereby;**

24.2 give notice to the Insurer immediately and submit a written report on the cause, course and extent of the loss or damage. **If the Policyholder and/or Insured fail to notify the Insurer in time due to his willful act or gross negligence, which makes the Insurer not able to ascertain the nature, cause and extent of the loss, the Insurer shall not indemnify the Insured in respect of such uncertain part of Damage, except that the Insurer is aware or ought to be aware of the occurrence timely by other means.**

24.3 preserve the spot, permit and assist the Insurer in investigation of the Damage. **If the cause of the occurrence cannot be ascertained or the severity of the damage cannot be verified due to the refusal of or disturbance by the Insured, the Insurer shall not be liable for such uncertain part of Damage.**

Article 25 To lodge a claim, the Insured shall submit the following proofs and documents:

25.1 the original Policy Schedule, claims application, list of lost or damaged property, certificates of technical appraisal, report on the occurrence, invoices of rescue expenses, necessary accounting books, documents and certificates issued by relevant governmental departments or public authorities.

25.2 all other information and available documents or proofs concerning the verification of the nature, cause and extent of the Damage that can be provided by the Policyholder or Insured.

If the Policyholder or Insured fails to comply with their obligation of providing the proofs and documents as aforementioned, which makes the Insurer not able to verify the Damage, the Insurer shall not indemnify the Insured in respect of the uncertain part of Damage.

LOSS SETTLEMENT

Article 26 The Insured cannot lodge any claim against the Insurer if he has no insurable interest in the property insured at the time of the occurrence hereby insured.

Article 27 The Insurer may, at his option, indemnify the Insured for loss of or damage to the property insured by either:

27.1 cash: the Insurer makes cash payment as indemnity; or

27.2 replacement: the Insurer replaces the lost or damaged property with that of the same type, structure, function and capacity as the nearest condition of the property immediately prior to Loss; or

27.3 repair: the Insurer may, at his option, repair or entrust a third party to repair the damaged property.

Nevertheless the extra costs and/or expenses of any alterations, additions or improvements occurring in the course of repair or replacement carried out by the Insured shall not be recoverable under this Policy.

Article 28 The property insured still carrying salvage value after Damage shall be disposed upon agreement between the Insured and the Insurer. If the salvage of the damaged property is retained by the Insured, the salvage value shall be deducted from the actual amount of indemnity.

Article 29 For the loss of or damage to the insured property recoverable under this Policy, the amount of indemnity shall be ascertained on the following basis:

29.1 If the sum insured is equivalent to or greater than the insured value, the payment shall be the actual loss sustained but in no case shall the maximum liability of the Insurer exceed the insured value.

29.2 If the sum insured is less than the insured value, the amount of indemnity shall be such a proportion of the actual loss as the sum insured bears to the insured value, but in no case shall the maximum liability of the Insurer exceed the sum insured.

29.3 Every item, if more than one, of this Policy shall be adjusted separately subject to the condition herein.

Article 30 If the sum insured is equivalent to or greater than the insured value, the Insurer shall pay the Insured in respect of the necessary and reasonable costs and/or expenses incurred for the purpose of preventing or diminishing imminent damage to property insured caused by peril insured against by this Policy, in which case, the amount of such sue and labor expenses shall be calculated separately from the amount of indemnity for the damage of the property insured, subject to the limit of the insured value of the rescued property insured.

If the sum insured is less than the insured value, the payment of the aforementioned sue and labor expenses shall be such proportion of the actual expenses as the sum insured of the rescued property insured bears to its insured value, and calculated separately from the amount of indemnity for the Damage of the property insured, subject to the limit of the sum insured of the rescued property insured.

In the case that uninsured items are included in the rescued property, the Insurer shall only pay for the proportion of the sue and labor expenses as the insured value of the rescued property insured bears to the total value of the rescued property.

Article 31 The amount of indemnity shall be the amount as reached in Article 29 and 30 deducting the deductible for any one accident/occurrence.

Article 32 If at the time of any loss or damage happening to any property hereby insured, there be any double insurance subsisting, the Insurer shall not pay or contribute more than his rateable proportion of loss or damage as the corresponding sum insured under this Policy bears to the corresponding total sum insured under all these policies.

The Insurer shall not advance the amount payable by other insurer(s). If the Insurer has paid more than his share due to the Insured's non-disclosure, the Insurer is entitled to claim for the portion paid in excess.

Article 33 In the event of a partial loss, upon settlement of the claim by the Insurer, the sum insured of this Policy shall be reduced correspondingly from the date of Damage, and no premium shall be refunded by the Insurer for so reduced. If reinstatement of the sum insured is required by the Policyholder, an additional premium for the reinstated amount shall be charged on pro rata daily basis from the date of requirement by the Policyholder to the expiry date of this Policy.

Article 34 If any third party is held liable for the Damage insured hereby, the Insurer shall be entitled by subrogation to claim for indemnity against such third party upon Insurer's paying for the Damage subject to the limit of the payment, and the Insured shall provide the Insurer with all the necessary documents and relevant information known to him.

If the Insured has already been indemnified by the third party liable for the Damage, the Insurer shall deduct the corresponding amount when calculating the amount of indemnity.

The Insurer shall not indemnify the Insured for the Damage, if the Insured waive the right to claim against the third party liable before the Insurer makes payment of indemnity. If after receiving indemnity from the Insurer, the Insured waives the right to claim against any third party liable for the Damage without the Insurer's consent, such waiver of right is invalid. **If due to the Insured's willful act or gross negligence, the Insurer cannot exercise the right of subrogation, the Insurer may deduct a corresponding amount when calculating the amount of indemnity or request refund of a corresponding amount from the indemnity paid to the Insured.**

Article 35 The limitation of action to claim for indemnity under this Policy shall be two years from the date that the Insured is aware or ought to be aware of the occurrence of loss or damage insured hereby.

DISPUTE RESOLUTION AND JURISDICTION

Article 36 All disputes arising from implementing this Policy shall be settled through negotiations between the parties concerned. Upon failure to reach an agreement through negotiations, such dispute shall be referred to the arbitration commission specified in the Policy Schedule. If there is no arbitration commission specified in the Policy Schedule and no agreement reached for arbitration, legal proceeding could be initiated with the People's Court in People's Republic of China.

Article 37 All disputes related to this insurance contract shall be governed by the laws of the People's Republic of China, but except laws of Hong Kong SAR, Macau SAR, and Taiwan.

MISCELLANEOUS

Article 38 In respect of partial loss of the property insured, the Policyholder may cancel the Policy within thirty days from the date that the Insurer makes payment of indemnity. This insurance may also be terminated at the option of the Insurer by sending fifteen days' notice to the effect being given to the Policyholder, unless otherwise agreed and stipulated in this Policy.

If this insurance is terminated as aforementioned, the Insurer shall refund to the Policyholder the premium of the

undamaged proportion of the property insured after deducting the premium that shall be charged from the date of inception to the date of cancellation.

Article 39 At the Policyholder's request for cancellation of this Policy before the inception of insurance, the Insurer shall charge the 5% of the premium specified in the Policy Schedule as a commission for cancellation, but shall return the balance of the premium to the Policyholder.

At the Policyholder's request for cancellation of the Policy after inception of insurance, the insurance shall be terminated from the date of notification, in which case, the Insurer shall retain the premium calculated according to the Short-Term Premium Rate Table for the period from the date of inception to the date of cancellation, and refund the balance of the charged premium to the Policyholder.

This insurance may also be cancelled at the request of the Insurer after inception of insurance by sending fifteen days' notice to the effect being given to the Policyholder, in which case the Insurer shall calculate the premium on pro rata daily basis from the inception date of insurance to the date of cancellation, and refund the balance of premium to the Policyholder, unless other agreement is made under the contract or otherwise stipulated by laws and regulations. If the Policyholder does not pay the required premium as specified in the Policy Schedule within the required payment period, the Insurer has the rights to cancel the Policy immediately by a written notification sent to the Insured's last known address.

Article 40 In the case that the property insured suffers total loss insured against hereby, this insurance shall terminate upon the Insurer's fulfillment of indemnity obligation. If the loss is not covered hereby, this insurance shall terminate, but the Insurer shall refund to the Policyholder the charged premium after deducting the short-term premium as calculated pro rata daily from the date of inception to the date of total loss.

DEFINITIONS

Article 41 The following definitions shall apply to the terms concerned in the policy :

1. Fire: a disaster caused by combustion out of control in time or space. The Insurer shall not be liable for the peril of fire unless the following three conditions have been satisfied simultaneously:

- 1.1 Combustion produces heat, light and flame;
- 1.2 Combustion is occasional and unexpected;
- 1.3 Combustion goes beyond control and tends to spread and expand.

Therefore only combustion phenomena shall not constitute the "fire" insured against in the policy. Purposive burnings in production and life, for example, burning contaminated clothes for epidemic prevention or burning the grass on waste land by fire, etc, is not the fire insured hereby but normal combustion.

In addition, the losses caused by baking, roasting or ironing shall not be insured hereby because of no combustion phenomena and tend of spreading and expanding.

The damage of electric motors, appliances and equipment caused by overuse, overvoltage, swinging cross, flash, leakage and self-heating shall not belong to fire risk insured. However, if combustion happens, goes beyond control and spreads, it constitutes peril of fire insured and the Insurer shall be responsible for compensation for the losses of electric motors, appliances and equipment.

2. Explosion: explosion includes physical explosion and chemical explosion.

Physical explosion: when liquid is changed into steam or gas expands, its pressure rises sharply and greatly exceeds the ultimate pressure that container can bear, explosion happens, such as boiler explosion, air compressor explosion, compressed gas cylinder explosion and liquid gas storage tank explosion, etc. Boiler and pressure vessel explosion is defined as follows: a boiler or pressure vessel bursts during use or pressure test to make its pressure instantaneously drop to external atmospheric pressure, which is called "explosion accident".

Chemical explosion refers to a phenomenon that an object gives off plenty of heat and gases when decomposing or burning momentarily and spreads all around at a great pressure, such as gunpowder explosion, flammable dust and fiber explosion, flammable gas explosion and various chemicals explosion, etc.

Losses caused by inherent vice, latent defect, wear and tear, inferior quality of the property or negative pressure shall not be explosion insured against hereby.

3. Lightning stroke: a disaster caused by lightning. Lightning refers to an electric discharge phenomenon happening in cumulonimbus clouds, between clouds or between clouds and ground. The destructive forms of lightning stroke are divided into direct lightning stroke and inductive lightning stroke.

3.1. Direct lightning stroke: loss caused as lightning hits property insured directly, which is covered hereby as direct lightning stroke liability.

3.2. Inductive lightning stroke: static induction or electromagnetic induction caused by lightning stroke makes indoor metal objects which insulate against ground produce high potential and sparks, thereby leading to fire and damage of electric appliance, or high voltage induction of lightning results in damage of electric appliance, which is insured hereby as inductive lightning stroke liability.

4. Rainstorm: a rain when the rainfall is more than 16mm per hour, or more than 30mm per 12 hours, or more than 50mm per 24 hours.

5. Flood: flash flood, flooding of rivers, landing of tide and back flow. But regular rising tide, water leakage of automatic sprinkler system, underground water seepage and water pipe burst shall not belong to flood liability hereby insured.

6. Tempest: a natural wind whose force reaches Beaufort Force 8 and speed is more than 17.2 m/s.

7. Tornado: a violent whirlwind of small range and short time whose maximum speed on land is 79m/s to 103m/s and maximum extreme speed is more than 100m/s.

8. Hailstone: ice block or ice ball falling to the ground from severe convective cumulonimbus clouds, whose diameter is greater than 5mm and core is hard.

9. Typhoon and hurricane: typhoon refers to a tropical cyclone whose maximum average force near the center reaches or exceeds Beaufort Force 12, which means wind speed is more than 32.6m/s; hurricane refers to a tropical cyclone which has the same nature with typhoon but different appearance position and area from typhoon. Typhoon forms in the northwestern Pacific Ocean, while hurricane forms in the Indian Ocean and the Atlantic Ocean.

10. Sand storm: a weather phenomenon that strong wind blows up large quantities of dust and sand on the ground to make air dirty and horizontal visibility less than one kilometer.

11. Snowstorm: a snowfall phenomenon whose snowfall in 12 consecutive hours is equal to or greater than 10mm.

12. Ice slush: a phenomenon that during spring break, the floating of ice blocks is obstructed and ice blocks accumulate, thereby resulting in river channel blockage and sharp rise of water level, so that river water overflows from river channel and spreads all around to cause damage.

In some areas on land, for example, mountain and valley wind gap, bitter cold makes rain and snow get iced up, these ice blocks droop and become thicker and thicker, drooping pull makes objects destroyed, which also belongs to ice slush liability insured.

13. Sudden landslide: a phenomenon that unstable soil bodies or man made deposits on slopes slide down suddenly and integrally under the action of gravity.

14. Avalanche: a phenomenon that rock cliffs, soil cliffs and rocks crumble and collapse due to natural weathering and rain erosion and a great deal snow collapses and tumbles down from on high suddenly under the action of gravity.

15. Mud-rock flow: a special torrent containing large quantities of sand and stones, excited by rainwater and water produced by ice and snow melting.

16. Sudden subsidence of ground: the earth's crust subsides suddenly because of natural variation and stratigraphic contraction. The ground subsides suddenly due to tide, river and heavy rain erosion or don't have a grasp of stratigraphic conditions before building a house and there are cavities or pockets, which also belongs to sudden submergence of ground. However, building foundation settlement, crack and collapse, etc, caused by not being in accord with construction requirements don't belong to sudden submergence of ground.

17. Falling of flying objects or other objects moving in air: falling of air flying machine, man-made satellite and cloud stone, object falling when a crane or a car is moving, shooting and collapse of stonework, stone blocks and earthworks caused by manual excavation and explosion, collapse of buildings and falling of other air moving objects.

18. Natural hazards: lightning, rainstorm, flood, tempest, cyclone, hailstorm, typhoon, hurricane, sandstorm, snowstorm, ice slush, sudden landslide, avalanche, mud-rock flow, sudden subsidence of ground and any other phenomena of nature with strong destructive power and beyond human control.

19. Accident: unforeseen, uncontrollable and sudden event which leads to material damage, which includes fire and explosion.

20. Gross negligence: an act that the doer not only fails to comply with higher requirements of legal norms, but also cannot reach the general standards a reasonable person should have paid attention to.

21. Terrorism: an act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

22. Earthquake: the shake the earth's crust makes.

23. Tsunami: huge ocean waves caused by submarine earthquake, volcanic eruption, underwater landslide or collapse.

24. Governmental or judicial actions: the acts of government departments and law enforcement agencies at all levels or institutions exercising public administration and social management functions according to law to destroy, expropriate or confiscate the object insured.

25. Simple Building: building which is constructed either:

25.1. with roof or wall made of bamboo, wood, reed mat, tarpaulin, couch grass, asphalt felt, plastic film, nylon cloth, glass fiber reinforced plastic and the like; or

25.2. with close roof, but the non-close vertical area exceeds 10% of total vertical area; or

25.3. at the maximum distance over one meter between roof and walls.

26. Spontaneous combustion: a phenomenon that under the condition of no direct action of external heat sources, an inflammable matter emits heat because of its internal physical action (such as adsorption and radiation, etc), chemical action (such as oxidation, decomposition and aggregation, etc) or biological action (such as fermentation and bacterial putrefaction, etc), heat accumulation leads to temperature rise, when the temperature of the inflammable matter reaches a certain value, the inflammable matter burns without direct contact with open flames.

27. Reinstatement Value: expenses for rebuilding or replacing the damaged property insured to its condition when new, excluding extra charges for any alteration, betterment or improvement.

28. Water tank and pipe burst: it includes frost crack and accidental burst. Water tank and pipe burst is generally caused by flaw or service wear or icing of water tank and pipe.

APPENDIX

Short Term Premium Rate Table

Period insured		Annual rate %
Exceeding	Not exceeding	
---	1 month	10% of the annual rate
1 month	2 months	20% of the annual rate
2 months	3 months	30% of the annual rate
3 months	4 months	40% of the annual rate
4 months	5 months	50% of the annual rate
5 months	6 months	60% of the annual rate
6 months	7 months	70% of the annual rate
7 months	8 months	80% of the annual rate
8 months	9 months	85% of the annual rate
9 months	10 months	90% of the annual rate
10 months	11 months	95% of the annual rate
11 months	12 months	100% of the annual rate

Remarks: the Period Insured (or part of it) less than one month should be charged for one month.