

建筑工程一切险条款

请仔细阅读保险条款全文，特别是以加粗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、保险单以及批单(如有)组成。凡涉及本保险合同的约定，均采用书面形式。

第一部分 物质损失保险部分

保险标的

第二条 本保险合同的保险标的为：

本保险单中分项列明的在列明工地范围内的与实施工程合同相关的财产或费用，属于本保险合同的保险标的。

第三条 下列财产或费用未经保险合同双方特别约定并在保险合同中载明保险金额的，不属于本保险合同的保险标的：

(一) 施工用机具、设备、机械装置；

(二) 在保险工程开始以前已经存在或形成的位于工地范围内或其周围的属于被保险人的财产；

(三) 在本保险合同保险期间终止前，已经投入商业运行或业主已经接受、实际占有的财产或其中的任何一部分财产，或已经签发工程竣工证书或工程承包人已经正式提出申请验收并经业主代表验收合格的财产或其中任何一部分财产；

(四) 清除残骸费用。该费用指发生保险事故后，被保险人为修复保险标的而清理施工现场所发生的必要、合理的费用。

第四条 下列财产不属于本保险合同的保险标的：

(一) 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；

(二) 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；

(三) 土地、海床、矿藏、水资源、动物、植物、农作物；

(四) 领有公共运输行驶执照的，或已由其他保险予以保障的车辆、船舶、航空器；

(五) 违章建筑、危险建筑、非法占用的财产。

保险责任

第五条 在保险期间内，本保险合同分项列明的保险财产在列明的工地范围内，因本保险合同责任免除以外的任何自然灾害或意外事故造成的物质损坏或灭失(以下简称“损失”)，保险人按本保险合同的约定负责赔偿。

第六条 在保险期间内，由于第五条保险责任事故发生造成保险标的的损失所产生的以下费用，保险人按照本保险合同的约定负责赔偿：

（一）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。

（二）对经本保险合同列明的因发生上述损失所产生的其他有关费用，保险人按本保险合同约定负责赔偿。

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）设计错误引起的损失和费用；

（二）自然磨损、内在或潜在缺陷、物质本身变化、自燃、自热、氧化、锈蚀、渗漏、鼠咬、虫蛀、大气（气候或气温）变化、正常水位变化或其他渐变原因造成的保险财产自身的损失和/或费用；

（三）因原材料缺陷或工艺不善引起的保险财产本身的损失以及为换置、修理或矫正该等缺点错误所支付的费用；

（四）非外力引起的机械或电气装置的本身损失，或施工用机具、设备、机械装置失灵造成的本身损失。

第八条 下列损失、费用，保险人也不负责赔偿：

（一）维修保养或正常检修的费用；

（二）档案、文件、账簿、票据、现金、各种有价证券、图表资料及包装物料的损失；

（三）盘点时发现的短缺；

（四）领有公共运输行驶执照的，或已由其他保险予以保障的车辆、船舶和飞机的损失；

（五）除非另有约定，在保险工程开始以前已经存在或形成的位于工地范围内或其周围的属于被保险人的财产的损失；

（六）除非另有约定，在本保险合同保险期间终止以前，保险财产中已由工程所有人签发完工验收证书或验收合格或实际占有或使用或接收部分的损失。

保险金额与免赔额（率）

第九条 （一）本保险合同中列明的保险金额应不低于：

1、建筑工程：保险工程建筑完成时的总价值，包括原材料费用、设备费用、建造费、安装费、运保费、关税、其他税项和费用，以及由工程所有人提供的原材料和设备的费用；

2、其他保险项目：由投保人与保险人商定的金额。

（二）若投保人是以前保险工程合同规定的工程概算总造价投保，投保人和/或被保险人应：

1、在本保险项下工程造价中包括的各项费用因涨价或升值原因而超出保险工程造价时，必须尽快以书面通知保险人，保险人据此调整保险金额；

2、在保险期间内对相应的工程细节作出精确记录，并允许保险人在合理的时候对该项

记录进行查验：

3、若保险工程的建造期超过三年，必须从本保险合同生效日起每隔十二个月向保险人申报当时的工程实际投入金额及调整后的工程总造价，保险人将据此调整保险费；

4、在本保险合同列明的保险期间届满后三个月内向保险人申报最终的工程总价值，保险人据此以多退少补的方式对预收保险费进行调整。

第十条 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。

赔偿处理

第十一条 对保险标的遭受的损失，保险人可选择以支付赔款或以修复、重置受损项目的方式予以赔偿，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。

第十二条 在发生本保险单项下的损失后，保险人按下列方式确定损失金额：

（一）可以修复的部分损失：以将保险财产修复至其基本恢复受损前状态的费用考虑本保险合同第四十六条约定的残值处理方式后确定的赔偿金额为准。但若修复费用等于或超过保险财产损失前的价值时，则按下列第（二）款的规定处理；

（二）全部损失或推定全损：以保险财产损失前的实际价值考虑本保险合同第四十六条约定的残值处理方式后确定的赔偿金额为准。

第十三条 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应保险金额时，按实际损失计算赔偿，最高不超过应保险金额；

（二）保险金额低于应保险金额时，按保险金额与应保险金额的比例乘以实际损失计算赔偿，最高不超过保险金额。

第十四条 每次事故保险人的赔偿金额为根据第十三条约定计算的金额扣除每次事故免赔额后的金额，或者为根据第十三条约定计算的金额扣除该金额与免赔率乘积后的金额。

保险标的在连续 72 小时内遭受暴雨、台风、洪水或其它连续发生的自然灾害所致损失视为一次单独事件，在计算赔偿时视为一次保险事故，并扣减一个相应的免赔额（率）。被保险人可自行决定 72 小时的起始时间，但若在连续数个 72 小时时间内发生损失，任何两个或两个以上 72 小时期限不得重叠。

第十五条 若本保险合同所列标的不止一项时，应分项计算赔偿，保险人对每一保险项目的赔偿责任均不得超过本保险单对应列明的分项保险金额，以及本保险合同特别条款或批单中规定的其他适用的赔偿限额。在任何情况下，保险人在本保险合同下承担的对物质损失的最高赔偿金额不得超过保险单中列明的总保险金额。

第十六条 保险标的的保险金额大于或等于其应保险金额时，被保险人为防止或减少保险标的的损失所支付的必要的、合理的施救费用，在保险标的的损失赔偿金额之外另行计算，最高不超过被施救标的的应保险金额。

保险标的的保险金额小于其应保险金额时，上述施救费用按被施救标的的保险金额与其应保险金额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应保险金额与全部被施救财产价值的比例分摊施救费用。

第十七条 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。

第二部分 第三者责任保险部分

保险责任

第十八条 在保险期间内，因发生与本保险合同所承保工程直接相关的意外事故引起工地内及邻近区域的第三者人身伤亡、疾病或财产损失，依法应由被保险人承担的经济赔偿责任，保险人按照本保险合同约定负责赔偿。

第十九条 本项保险事故发生后，经保险人事先书面同意，被保险人因保险事故而被提起仲裁或者诉讼的，对应由被保险人支付的仲裁或诉讼费用以及其他必要的、合理的费用（以下简称“法律费用”），保险人按照本保险合同约定也负责赔偿。

责任免除

第二十条 下列原因造成的损失、费用，保险人不负责赔偿：

（一）由于震动、移动或减弱支撑而造成的任何财产、土地、建筑物的损失及由此造成的任何人身伤害和物质损失；

（二）领有公共运输行驶执照的车辆、船舶、航空器造成的事故。

第二十一条 下列损失、费用，保险人也不负责赔偿：

（一）本保险合同物质损失项下或本应在该项下予以负责的损失及各种费用；

（二）工程所有人、承包人或其他关系方或其所雇用的在工地现场从事与工程有关工作的职员、工人及上述人员的家庭成员的人身伤亡或疾病；

（三）工程所有人、承包人或其他关系方或其所雇用的职员、工人所有的或由上述人员所照管、控制的财产发生的损失；

（四）被保险人应该承担的合同责任，但无合同存在时仍然应由被保险人承担的法律责任不在此限。

责任限额与免赔额（率）

第二十二条 责任限额包括每次事故责任限额、每人人身伤亡责任限额、累计责任限额，由投保人与保险人协商确定，并在保险合同中载明。

第二十三条 每次事故免赔额（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。

赔偿处理

第二十四条 保险人的赔偿以下列方式之一确定的被保险人的赔偿责任为基础：

- (一)被保险人和向其提出损害赔偿请求的索赔方协商并经保险人事先确认；
- (二)仲裁机构裁决；
- (三)人民法院判决；
- (四)保险人认可的其他方式。

第二十五条 在保险期间内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)对于每次事故造成的损失，保险人在每次事故责任限额内计算赔偿，其中对每人人身伤亡的赔偿金额不得超过每人人身伤亡责任限额；

(二)1、在依据本条第(一)项计算的基础上，保险人在扣除本保险合同载明的每次事故免赔额后进行赔偿，但对于人身伤亡的赔偿不扣除每次事故免赔额；

2、在依据本条第(一)项计算的基础上，保险人在扣除按本保险合同载明的每次事故免赔率计算的每次事故免赔额后进行赔偿，但对于人身伤亡的赔偿不扣除每次事故免赔额；

(三)保险人对多次事故损失的累计赔偿金额不超过本保险合同列明的累计赔偿限额。

第二十六条 对每次事故法律费用的赔偿金额，保险人在第二十五条计算的赔偿金额以外按本保险合同的约定另行计算。

第二十七条 保险人对被保险人给第三者造成的损害，可以依照法律的规定或者本保险合同的约定，直接向该第三者赔偿保险金。

被保险人给第三者造成损害，被保险人对第三者应负的赔偿责任确定的，根据被保险人的请求，保险人应当直接向该第三者赔偿保险金。被保险人怠于请求的，第三者有权就其应获赔偿部分直接向保险人请求赔偿保险金。被保险人给第三者造成损害，被保险人未向该第三者赔偿的，保险人不得向被保险人赔偿保险金。

第三部分 通用条款

责任免除

第二十八条 下列原因造成的损失、费用和责任，保险人不负责赔偿：

- (一)战争、类似战争行为、敌对行为、武装冲突、恐怖活动、谋反、政变；
- (二)行政行为或司法行为；
- (三)罢工、暴动、民众骚乱；
- (四)被保险人及其代表的故意行为或重大过失行为；
- (五)核裂变、核聚变、核武器、核材料、核辐射、核爆炸、核污染及其他放射性污染；
- (六)大气污染、土地污染、水污染及其他各种污染。

第二十九条 下列损失、费用，保险人也不负责赔偿：

- (一) 工程部分停工或全部停工引起的任何损失、费用和责任。
- (二) 罚金、延误、丧失合同及其他后果性损失；
- (三) 1. 本保险合同中载明的免赔额；
2. 按本保险合同中载明的免赔率计算的免赔额。

保险期间

第三十条 本保险合同保险期间遵循如下约定：

(一) 保险人的保险责任自保险工程在工地动工或用于保险工程的材料、设备运抵工地之时起始，至工程所有人对部分或全部工程签发完工验收证书或验收合格，或工程所有人实际占有或使用投入商业运行或接收该部分或全部工程之时终止，以先发生者为准。但在任何情况下，建筑期保险责任的起始或终止不得超出本保险单载明的建筑保险期间范围。

(二) 不论有关合同中对试车和考核期如何规定，保险人仅在本保险单中列明的试车和考核期间内对试车和考核所引发的损失、费用和/或责任负责赔偿；若保险设备本身是在本次安装前已被使用过的设备或转手设备，则自其试车或考核之时起，保险人对该项设备的保险责任即行终止。

(三) 上述保险期间的展延，投保人须事先获得保险人的书面同意，否则，从本保险单中列明的建筑期保险期间终止日之后发生的任何损失、费用和/或责任，保险人不负责赔偿。

保险人义务

第三十一条 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、保险单或者批单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。

第三十二条 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批单。

第三十三条 保险人依据第三十七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。

第三十四条 保险人按照第四十三条的约定，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。

第三十五条 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。

第三十六条 保险人自收到赔偿保险金的请求和有关证明、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

第三十七条 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。

第三十八条 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。

第三十九条 被保险人应当遵守国家有关消防、安全、生产操作等方面的相关法律、法规及规定，谨慎选用施工人员，遵守一切与施工有关的法律、法规、技术规程和安全操作规程，维护保险标的的安全。

保险人及其代表有权在适当的时候对保险标的的风险情况进行现场查验。被保险人应提供一切便利及保险人要求的用以评估有关风险的详情和资料，但上述查验并不构成保险人对被保险人的任何承诺。保险人向投保人、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。

第四十条 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。

第四十一条 在保险期间内，被保险人在工程设计、施工方式、工艺、技术手

段等方面发生改变致使保险工程风险程度显著增加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。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。

被保险人未履行通知义务，因上述保险合同重要事项变更而导致保险事故发生的，保险人不承担赔偿责任。

第四十二条 投保人、被保险人知道保险事故发生后，应当立即通知保险人。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认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；

(四) 在保险财产遭受盗窃或恶意破坏时，立即向公安部门报案；

(五) 在预知可能引起第三者责任险项下的诉讼时，立即以书面形式通知保险人，并在接到法院传票或其他法律文件后，立即将其送交保险人。

第四十三条 被保险人向保险人请求赔偿时，应向保险人提交保险单、索赔申请、财产损失清单、有关部门的损失证明以及其他投保人、被保险人所能提供的与确认保险事故的性质、原因、损失程度等有关的证明和资料。

投保人、被保险人未履行前款约定的索赔材料提供义务，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。

第四十四条 若在某一保险财产中发现的缺陷表明或预示类似缺陷亦存在于其他保险财产中时，被保险人应立即自付费用进行调查并纠正该缺陷。否则，由该缺陷或类似缺陷造成的损失保险人不承担赔偿责任。

赔偿处理

第四十五条 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。

第四十六条 保险标的遭受损失后，如果有残余价值，应由双方协商处理。若协商残值归被保险人所有，应在赔偿金额中扣减残值。

第四十七条 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。

第四十八条 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，保险人不承担赔偿义务；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。

第四十九条 被保险人向保险人请求赔偿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

第五十条 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。

第五十一条 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

第五十二条 保险标的发生部分损失的，自保险人赔偿之日起三十日内，投保人可以与保险人解除合同；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。

第五十三条 保险责任开始前，投保人要求解除保险合同的，应当按本保险合同的约定向保险人支付手续费，保险人应当退还保险费。投保人要求解除保险合同的，不得向投保人收取手续费并应退还已收取的保险费。

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；保险人要求解除保险合同的，应提前十五日向投保人发出解约通知书，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。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。

第五十四条 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短期保险费，并退还剩余部分保险费。

语言

第五十五条 如果本保险合同中文版和英文版存在不一致之处，以中文版本为准。

释义

第五十六条 本保险合同涉及下列术语时，适用下列释义：

(一) 自然灾害：指地震、海啸、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。

1、地震：指地下岩石的构造活动或火山爆发产生的地面震动。由于地震的强度不同，其破坏力也存在很大的区别，一般保险针对的是破坏性地震，根据国家地震局的有关规定，震级在 4.75 级以上且烈度在 6 级以上的地震为破坏性地震。

2、海啸：指由于地震或风暴而造成的海面巨大涨落现象，按成因分为地震海啸和风暴海啸两种。地震海啸是伴随地震而形成的，即海底地壳发生断裂，引起剧烈的震动，产生巨大的波浪。风暴海啸是强大低气压在通过时，海面异常升起的现象。

3、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屋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。

4、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。

5、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。**

6、暴风：指风力达 8 级、风速在 17.2 米/秒以上的自然风。

7、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。

8、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。

9、台风、飓风：台风指中心附近最大平均风力 12 级或以上，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。

10、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。

11、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。

12、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。

13、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。

14、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。

15、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。

16、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。

(二) 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或人身伤亡的突发性事件，包括火灾和爆炸。

1、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。

2、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）应保险金额：根据本保险合同第九条（一）、（二）款确定的保险金额。



CONSTRUCTION ALL RISKS 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, Endorsements (if any). Any agreement related to the Insurance Contract shall be in written form.

SECTION I -- MATERIAL DAMAGE

SUBJECT MATTER INSURED

Article 2 The property and costs which are related to the construction contract and situated in the specified worksite, are insured hereby, provided being itemized and listed in the Policy.

Article 3 The following property or costs shall not be insured by this Policy, unless otherwise specifically agreed between the Insurer and the Insured and with sum insured stated in this Policy:

3.1 Construction plants, machinery and equipments;

3.2 The property belonging to the Insured which exists or is formed within or in

the vicinity of the worksite before the commencement of the contract works insured;

3.3 The property or any part of it which has been put into commercial use or taken over or actually occupied by the Employer or the property or any part of it for which a certificate of completion has been issued or which has been accepted by the representative of the Employer after the Contractor formally proposes works acceptance before the expiry date of this Policy;

3.4 Debris removal costs, which means necessary and reasonable costs and/or expenses incurred by the Insured to remove and dispose of debris at the worksite for the purpose of repairing the insured property after an event giving rise to identifiable loss or damage under this Section.

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

4.1 Documents, books, drawings, technical data, computer software, computer data, and other property of which the value could not be appraised;

4.2 Portable communication devices, portable computer devices, portable photographic camera equipment and other portable devices or equipment;

4.3 Land, seabed, mineral, water, animals, plants, crops;

4.4 Vehicles, ships or aircraft licensed for general transport use or covered by other insurance;

4.5 Illegal or dangerous buildings or structures, or illegally occupied property.

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 the physical loss of or damage to the property insured (physical loss or damage being hereinafter termed Damage) during the period of insurance within the specified worksite arising from any Natural Hazard or Accident other than those specifically excluded in this Policy.

Article 6 Subject to the terms, exclusions, conditions and provisions contained in the Policy or endorsed thereon, the Insurer shall also indemnify the Insured for the following costs and/or expenses incurred in consequence of the Damage caused by event insured by this Policy as stated in Article 5 during the period of insurance:

- 6.1 costs and/or expenses necessarily and reasonably incurred by the Insured for preventing or mitigating the Damage of subject matter insured after an event insured hereby;
- 6.2 other related costs and/or expenses specified in this Policy in respect of the above-mentioned loss or damage.

EXCLUSIONS

Article 7 The Insurer shall not be liable for:

- 7.1 loss of or damage to property insured and/or any part thereof or any costs and/or expenses resulting from faulty design;**
- 7.2 loss of or damage to property insured itself and/or any costs and/or expenses resulting from wear and tear, inherent or latent defect, change in substance, spontaneous combustion, natural heating, oxidation, rust and corrosion, leakage, mice, insects or vermin, change in atmosphere (climatic or temperature) conditions, change in normal water level or any other**

progressively operating cause;

7.3 loss of or damage to the property insured itself due to defective material or bad workmanship and expenses incurred to replace, repair or rectify such fault, defect, error, or omission;

7.4 loss of or damage to the mechanical or electrical devices insured themselves unless due to external forces; loss of or damage to the construction plants, machinery and equipments, or mechanical devices themselves due to breakdown or derangement thereof.

Article 8 The Insurer shall not be liable for:

8.1 costs and/or expenses incurred for normal maintenance or overhaul;

8.2 loss of or damage to files, documents, account books, bills, cash, securities, drawings, data and packing materials;

8.3 shortage discovered at the time of taking an inventory;

8.4 loss of or damage to vehicles, ships or aircraft licensed for general transport use or having been covered by any other insurance;

8.5 unless otherwise agreed, loss of or damage to the property belonging to the Insured which exists or is formed within or in the vicinity of the worksite before the commencement of the contract works;

8.6 unless otherwise agreed, loss of or damage to the property insured or any part thereof for which a certificate of completion has been issued or which have been tested and accepted or actually occupied or put into commercial

use or taken over by the Employer before the expiry date of this Policy.

SUM INSURED AND DEDUCTIBLE

Article 9

9.1 The sum insured of this Policy shall not be less than:

9.1.1 For contract works -- the full value exposed at the completion of the contract works including costs and/ expenses of materials, equipments, construction and erection, freight and premium, customs duty, any other taxes and expenses, including any Employer's material and equipments which are to be incorporated therein.

9.1.2 For other Items Insured -- the sums agreed upon between the Policyholder and the Insurer.

9.2 If the sum insured is based on the estimated value stated in the construction contract, the Policyholder and/or Insured shall:

9.2.1 notify the Insurer in writing as soon as practical if the contract value including all costs and expenses under this Policy exceeds the original insured contract value due to rise in price or appreciation, and the Insurer shall then adjust the sum insured accordingly;

9.2.2 keep a precise record on the particulars of the contract works concerned during the period of insurance and allow the Insurer to inspect and examine such record at any reasonable time;

9.2.3 declare to the Insurer the actual amount spent in the contract works by the time of declaration as well as updated estimate contract value at an

interval of every twelve (12) months from the inception date of this Policy, if the construction period of the insured project is longer than thirty-six (36) months, the Insurer shall adjust the premium accordingly;

9.2.4 provide the Insurer with the actual final contract value within three (3) months after the expiry date of the Policy, and any difference between the deposit premium and that payable shall be paid to or refunded by the Insurer as the case may be.

Article 10 The deductible or deductible rate shall be agreed upon between the Policyholder and the Insurer when entering into the insurance contract and be specified in this Policy.

LOSS SETTLEMENT

Article 11 The Insurer may, at his own option, indemnify the insured in respect of loss of or damage to the property insured either by way of payment in cash or by way of repair or replacement of the items lost or damaged. **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 12 In case of any loss or damage recoverable under this Policy, the Insurer shall ascertain the loss amount on the following basis:

12.1 In cases where damage which can be repaired, the Insurer shall indemnify the costs incurred necessarily to repair or to restore the damaged property to its nearest condition immediately before the occurrence of loss or damage. If the salvage of the damaged property is retained by the Insured in accordance with Article 46, the salvage value shall be deducted from the actual amount of

indemnity. If, however, the costs of repair equal or exceed the actual value of the damaged property immediately before the occurrence of loss or damage, the settlement shall be made on the basis provided for in Article 12.2;

12.2 In the event of a total or constructive total loss, the Insurer shall pay the actual value of the insured property immediately before the occurrence of the loss or damage. If the salvage of the damaged property is retained by the Insured in accordance with Article 46, the salvage value shall be deducted from the actual amount of indemnity.

Article 13 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:

13.1 If the sum insured is equivalent to or higher than the amount required to be insured, the amount of indemnity shall be the actual loss sustained **but in no case shall the maximum liability of the Insurer exceed the amount required to be insured.**

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

Article 14 The amount of indemnity for any one accident is the amount as reached in Article 13 after deduction of the deductible for any one accident, or the amount as reached in Article 13 after deduction of the amount multiplying the deductible ratio.

Any loss of or damage to the property insured arising during any one period of seventy-two (72) consecutive hours, caused by storm, typhoon, flood or other continuous occurrence of natural hazards shall be deemed as a single event and

constitute one loss occurrence, deducting the deductible (ratio) for one time in the settlement of any claim. The commencement of any such seventy-two (72) hour period can be decided at the discretion of the Insured. However, there shall be no overlapping in any two or more such seventy-two (72) hour periods in the event of damage occurring over several continuous seventy-two (72) hour periods.

Article 15 If the property insured specified in this Policy has more than one item, the Insurer shall calculate the amount of indemnity item by item and **the liability of the Insurer in respect of each item shall not exceed its insured amount specified in this Policy nor the limit of indemnity as specified in the special provisions or Endorsements where applicable. But in no case shall the maximum liability of the Insurer in respect of material damage under this section exceed the total sum insured specified in this Policy.**

Article 16 If the sum insured is equivalent to or greater than the amount required to be insured, 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 amount required to be insured of the rescued property.**

If the sum insured is less than the amount required to be insured, **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 amount required to be insured, 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 amount required to be insured for the rescued property insured bears to the total value of the rescued property.

Article 17 In the event of a partial loss, upon settlement of the claim by the Insurer, **the sum insured of this Policy shall be correspondingly reduced 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 upon settlement of the claim, 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.

SECTION II -- THIRD PARTY LIABILITY

SCOPE OF COVER

Article 18 Subject to the terms, exclusions, conditions and provisions contained in the Policy or endorsed thereon, the Insurer shall indemnify the Insured in respect of any sums which the Insured shall become legally liable to pay as damages as a result of

18.1 accidental death of or bodily injury to or illness (collectively, "Bodily Injury") of third parties, or

18.2 accidental loss of or damage to property belonging to third parties;

caused by an accident occurring in direct connection with the performance of the contract works insured and happening on or in the immediate vicinity of the worksite during the period of insurance.

Article 19 Subject to the terms, exclusions, conditions and provisions contained in the Policy or endorsed thereon, the Insurer shall also indemnify the Insured in

respect of arbitration or litigation costs or other necessary and reasonable costs (hereinafter called Legal Cost), which are payable by the Insured legally or by arbitration arising from an event insured by this Policy subject to prior written consent of the Insurer.

EXCLUSIONS

Article 20 The Insurer shall not be liable for:

20.1 any loss of or damage to any property, land or building caused by vibration or by removal or weakening of support, and Bodily Injury to any person or material damage to property occasioned by or resulting from any such loss or damage;

20.2 any accident caused by vehicles, ships or aircrafts licensed for general transport use;

Article 21 The following shall be excluded from the cover provided by this section:

21.1 any loss or damage and expenses covered or required to be covered under Section I of this insurance contract;

21.2 death of or bodily injury to or illness of the Employer(s) or the Contractor(s) or any other related party(ies) or their employees or workmen engaged in connection with the contract works on the site, or members of their families;

21.3 any loss of or damage to property belonging to or held in care, custody or control of the Employer(s) or the Contractor(s) or any other party(ies) concerned or the employees or workmen of one of the aforesaid;

21.4 any contractual liability assumed by the Insured, unless such legal liability would have been attached to the Insured in the absent of such contract.

LIMIT OF INDEMNITY AND DEDUCTIBLE

Article 22 The Limit of Indemnity includes the limit of indemnity for any one accident, the limit of indemnity for Bodily Injury per person, the aggregate limit of indemnity, which are agreed upon between the Policyholder and the Insurer and specified in this Policy.

Article 23 Deductible or deductible rate for any one accident shall be agreed upon between the Policyholder and the Insurer when entering into the insurance contract and be specified in this Policy.

LOSS SETTLEMENT

Article 24 The Insurer shall ascertain the amount of indemnity on the following basis:

24.1 Negotiations between the Insured and the Claimant, and with prior confirmation of the Insurer;

24.2 Arbitrament by the Arbitrator;

24.3 Judgement by the People's Court;

24.4 Other means approved by the Insurer.

Article 25 For losses identifiable within the period of insurance, the amount of indemnity is calculated on following basis:

25.1 For any one accident, **the Insurer shall indemnify the Insured up to the limit of indemnity for any one accident, in which the indemnity for Bodily Injury per person shall not exceed the limit for Bodily Injury specified in this Policy.**

25.2.1 The Insurer shall, subject to Article 25.1, **indemnify the Insured after deducting the deductible for any one accident specified in this Policy.** Nevertheless the deductible is not applicable to liability arising from Bodily Injury.

25.2.2 The Insurer shall, subject to Article 25.1, **indemnify the Insured after deducting the amount as calculated by the deductible ratio for any one accident specified in this Policy.** Nevertheless the deductible is not applicable to liability arising from Bodily Injury.

25.3 **The aggregate amount of indemnity for series of incidents shall not exceed the aggregate limit of indemnity specified in this Policy.**

Article 26 the Insurer shall indemnify the Insured for legal costs arising from the accident as agreed in this Policy in addition to the amount calculated in accordance with Article 25.

Article 27 The Insurer can make payment directly to the third party suffering loss or damage caused by the Insured, subject to relevant laws or regulations, or agreement in this Policy.

In case the Insured shall become legally liable to pay as damages to the third party, the Insurer shall, at the claim of the Insured, indemnify the third party directly. The third party is entitled to request the Insurer directly for the indemnity he deserves when the Insured fails to claim in a timely manner. **The Insurer shall not make**

payment to the Insured unless the Insured has indemnified the third party suffering loss or damage caused by the Insured.

SECTION III -- CONDITIONS APPLICABLE TO ALL SECTIONS

EXCLUSIONS

Article 28 The Insurer shall not indemnify the Insured in respect of any loss, damage, liability or expenses resulting from or aggravated by:

28.1 war, warlike operation, hostilities, armed conflicts, terrorism, conspiracy insurrection, coup d'etat;

28.2 governmental or judicial actions

28.3 strike, riot, civil commotion;

28.4 willful act or gross negligence of the Insured or his representative;

28.5 nuclear fission, nuclear fusion, nuclear weapon, nuclear material, nuclear radiation, nuclear explosion, nuclear contamination and other radioactive contamination;

28.6 pollution of any kind including atmosphere, land and water pollutions.

Article 29 The Insurer shall not indemnify the Insured in respect of following loss, damage or expenses resulting from or aggravated by:

29.1 cessation of work whether total or partial;

29.2 consequential loss of any kind or description whatsoever including penalties, losses due to delay or loss of contract;

29.3.1 the deductibles stated in this Policy to be borne by the Insured;

29.3.2 the deductibles calculated by the deductible ratio stated in this Policy.

PERIOD OF INSURANCE

Article 30 The period of insurance of this Policy shall follow the agreement stated below:

30.1 The liability of the Insurer shall begin notwithstanding any date to the contrary specified in this Policy, directly upon commencement of the physical work or after the unloading of the insured materials or equipments on the worksite and shall expire immediately after a certificate of completion has been issued for part or whole of the insured project or part or whole of the insured project have been tested after completion or actually occupied or put into commercial use or taken over by the Employer, whichever is the earlier. **In no case shall the effective date be earlier or the expiry date be later than the period of insurance specified in this Policy.**

30.2 Notwithstanding anything to the contrary stated in the contract concerned, the Insurer shall be liable only for the loss, damage, expenses and/or liabilities caused by the testing or commissioning occurring during the testing or commissioning period stated in this Policy. **In the case of each used or second-hand item of property or equipments insured, the insurance to such items or equipments shall, however, terminate immediately on the commencement of the testing and commissioning.**

30.3 Any extensions of the period of insurance shall be subject to the prior written consent of the Insurer. **Otherwise, the Insurer shall not be liable for any loss, damage, expense and/or liabilities after the expiry date of the construction period stated in the Policy.**

OBLIGATIONS OF THE INSURER

Article 31. 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 or other certificates to draw the Policyholder's attention, and explain them clearly in written or oral form when entering into the insurance contract. Otherwise, such clauses shall be void.

Article 32. The Insurer shall issue the Policy or Endorsements in a timely manner after the establishment of an insurance contract.

Article 33. The Insurer's right to cancel the Policy as stated in Article 37 is void if not exercised by the Insurer within thirty days from the date on which the Insurer is aware 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 indemnify the Insured in respect of loss, damage or liability 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 indemnify the Insured in respect of loss, damage or liability insured by this Policy.

Article 34. If the Insurer believes that the proofs and documents provided by the

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 38. 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 payable premium before the occurrence insured hereby.** The payable premium refers to the total premium that the Policyholder shall pay as agreed prior to the occurrence.

Article 39 The insured shall observe and fulfill the relevant Laws, regulations and requirements on fire, safety and production operations, carefully select workers, comply with all laws and regulations relating to construction and erection, technical

procedures and safety rules to protect the security of property insured.

The representative of the Insurer shall at any suitable time be entitled to attend the worksite and inspect or examine the risk exposure of the property insured. The Insured shall provide full assistance and all details and information required by the Insurer as may be necessary for the risk assessment. **The above mentioned inspection or examination shall in no circumstances be held as any promise to the Insured by the Insurer.** The Policyholder and the Insured shall implement in a serious manner the written recommendations provided by the Insurer in respect of eliminating risks or dangers.

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

Article 40 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 cancel the Policy subject to the terms and conditions of the Policy within thirty days upon the Insurer's receipt of such notice, in which case, the Insurer shall retain the premium due for the period from inception of the Policy 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 obligation of notification, the Insurer shall not be liable for any loss or damage due to the material increase of risks resulted from such transfer of the property insured.

Article 41 During the Period of Insurance, the Insured shall give the Insurer

timely written notice of the material changes of the project design, methods, workmanship, techniques or any other material alteration which materially increases the risks of the insurance and affects the Insurer's decision whether to continue writing the risk of insurance and, if so, whether to increase the premium, in which case, the Insurer has the right to claim for additional premiums or cancel the Policy. If the Insurer cancels the Policy, the Insurer is entitled to retain the premium due for the period from the date of inception to the date of cancellation and the balance of premium shall be returned to the Policyholder.

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

Article 42 If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge, the Policyholder or the Insured shall notify the Insurer immediately, and the Insured shall:

42.1. take all necessary and reasonable measures to prevent or minimize the damage; **otherwise the Insurer shall not indemnify the Insured in respect of the extended or aggravated loss or damage caused hereby;**

42.2. notify 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 the uncertain part,** except that the Insurer is aware or ought to be aware of the occurrence timely by other means.

42.3. preserve the spot, permit and assist the Insurer to investigate the accident. **If the**

cause of the accident 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 indemnify the Insured in respect of such uncertain part of loss or damage.

42.4 report to the Public Security Bureau immediately in the case of loss of or damage to the property insured due to theft or burglary or malicious acts;

42.5 immediately notify the Insurer in writing upon the time when the Insured shall have knowledge of any impending prosecution in connection with any accident for which there may be liability under the Third Party Liability section of this Policy and forward to the Insurer every letter writ, summons or process or other court documents on receipt thereof.

Article 43 To lodge a claim, the Insured should submit to the Insurer the Policy, claims application, Breakdown of loss and damage of property insured, loss report, as well as other relevant evidence and / or documents concerning the nature of the accident, cause and the extent of loss.

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

Article 44 If the discovery of a defect in any property insured indicates or suggests that similar defect exists in other property insured, the Insured shall, at his own expenses, investigate and rectify forthwith the defect in such other property. **Otherwise, the Insurer shall not be liable for any loss or damage arising out of the said or similar defect thereof.**

LOSS SETTLEMENT

Article 45 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 46 The property insured still carrying salvage value after loss or damage shall be disposed upon agreement between the Insured and 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 47 If at the occurrence of any event insured hereby, 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 48 If any third party is held liable for the loss or damage insured against hereby, the Insurer shall be entitled by subrogation to claim for indemnity against such third party from the date of payment 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 loss, the Insurer shall deduct the corresponding amount when calculating the amount of indemnity.

The Insurer shall not be liable for the loss or damage after the occurrence of insured event, if the Insured waive the right to claim against the third party

liable before the Insurer makes payment of indemnity. If the Insured waives the right to claim against the third party liable without the Insurer's consent after receiving indemnity from the Insurer, such waiver of right is invalid. **If the Insurer cannot exercise the right of subrogation due to willful act or gross negligence of the Insured, 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 49 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 50 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. If there is no arbitration commission specified in the Policy and no agreement reached for arbitration, legal proceeding could be initiated with the People's Court in the People's Republic of China.

Article 51 All disputes 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 52 In respect of partial loss of the property insured, the Policyholder is entitled to cancel the Policy within thirty days from the date that the Insurer fulfils the obligation of payment. 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 Policy is cancelled 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 53 At the Policyholder's request for cancellation of the insurance contract before the inception of insurance, the Insurer shall charge the Policyholder a commission for cancellation as stipulated in the Policy, but shall return the balance of the premium to the Policyholder. If the Policy is cancelled at the request of the Insurer, no commission shall be charged and the full premium charged shall be returned to the Policyholder.

At the Policyholder's request for cancellation of the Policy after inception of insurance, the insurance shall terminate from the date that the Policyholder informs the Insurer, and the Insurer shall retain the premium calculated on pro rata daily basis from the inception date of insurance to the date of cancellation, and refund the balance of the 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. 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 54 In the case that the property insured suffers total loss insured against hereby, the insurance shall terminate upon the Insurer's fulfillment of indemnity

obligation. If the loss is not covered hereby, the Policy shall terminate, and the Insurer shall refund the premium to the Policyholder after deducting the short-term premium as calculated pro rata daily from the date of inception to the date of loss.

LANGUAGE

Article 55 In the event of a discrepancy between the Chinese version and its English translation, the Chinese version shall prevail.

DEFINITIONS

Article 56 The following definitions shall be applicable to the wording concerned in this Policy.

1. Natural hazards: earthquake, tsunami, 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.

1.1 Earthquake: the shake of the surface of the Earth, resulting from underground rock movement or tectonic activities or volcanic eruptions. The destructive power of an earthquake would vary depending on its violence. Destructive earthquakes, which refer to earthquakes with magnitude greater than 4.75 and intensity greater than 6 in accordance with the regulations of the China Earthquake Administration, are generally covered.

1.2 Tsunami: huge ocean waves caused by earthquake or hurricane, which can be categorized into seismic tsunami and meteotsunami by the cause of earthquake. Seismic tsunami is generated associated with earthquake where the Earth's crust ruptures beneath the sea causing violent shakes and huge sea waves.

Meteotsunami is a phenomenon of the abnormal raising of sea level caused by intense low atmospheric pressure.

1.3 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.

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

1.3.2. 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.

1.4 Rainstorm: rainfall with precipitation of more than 16mm per hour, or more than 30mm within 12 consecutive hours, or more than 50mm within 24 consecutive hours.

1.5 Flood: flash flood, flooding of rivers, tide landing and backflow. **The following are not flood risks: regular flood tide, water leakage of automatic sprinkler system, underground water seepage and water pipe burst.**

1.6 Tempest: natural wind with force over Beaufort Force 8 and speed more than 17.2 m/s.

1.7 Tornado: a violent whirlwind within small range and in short time, with average

maximum land speed from 79m/s to 103m/s, and extreme maximum speed more than 100m/s.

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

1.9 Typhoon and hurricane. Typhoon is a tropical cyclone with the maximum average force near the center reaching or exceeding Beaufort Force 12, namely tropical cyclone at speed of more than 32.6m/s. Hurricane is a of the same nature as typhoon but positioned differently areas as the Indian and Atlantic Ocean for hurricane while northwestern Pacific Ocean for typhoon.

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

1.11 Snowstorm: snowfall equal to or greater than 10mm in 12 consecutive hours.

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

It is also ice slush risk covered against in this insurance that in mountain, valley or other overland area, ice block formed by rain or snow gets heavier and drops and damage is so made.

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

1.14 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.

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

1.16 Sudden subsidence of ground: a phenomenon that the earth's crust subsides suddenly resulting from natural variation and stratigraphic contraction. It can also be that the ground subsides suddenly due to erosion of tide water, river or heavy rain, or due to cavities or pockets about which the contractor has no such stratigraphic knowledge before construction. **However, foundation subsidence, crack and collapse, etc, caused by not meeting the requirements of construction are not sudden subsidence of ground.**

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

2.1 Fire: fire is 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 are met together:

2.1.1. Combustion produces heat, light and flame;

2.1.2. Combustion is occasional and unexpected;

2.1.3. Combustion goes beyond control and tends to spread and expand.

Combustion itself is not “fire” insured in this Policy. Purposeful burning in

manufacture or daily life is not insured against, such as burning down contaminated clothes for epidemic prevention or burning the grass on waste land by fire, etc.

The loss caused by baking, roasting or ironing is not insured as there is neither combustion nor spreading or expanding tendency.

The damage to electric motors, appliances and equipment caused by overuse, overvoltage, swinging cross, flash, leakage and self-heating is not “fire” insured. However, if combustion happens, spreads beyond control, fire insured comes into existence and the Insurer shall then be liable for the losses of electric motors, appliances and equipment.

2.2 Explosion: explosion includes physical explosion and chemical explosion.

2.2.1. Physical explosion. Physical explosion happens when the container cannot bear the sharply rising pressure when the liquid inside changes into steam or gas. Some examples are boiler explosion, air compressor explosion, compressed gas cylinder explosion and liquid gas storage tank explosion, etc. Boiler or pressure vessel explosion is an accident that during use or pressure test, a boiler or pressure vessel bursts making its internal pressure to instantly drop to external air pressure, i.e. explosion accident.

2.2.2. Chemical explosion. Chemical explosion happens when plenty of heat and gas are released and expands with great pressure when things decompose or burns momentarily. Some examples are gunpowder explosion, flammable dust and fiber explosion, flammable gas explosion and explosion of various chemicals, etc.

Losses caused by inherent vice, latent defect, wear and tear, inferior quality,

or negative pressure inside container are not insured under this coverage.

3. The amount required to be insured: the amount required to be insured is the amount insured reached by Article 9.1 and 9.2 of this insurance contract.

<The End>

