# 财产保险合同格式（涉外）(附英文)

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*一、保险财产 保险财产指在本保险单明细表中列明的财产及费用。 经被保险人特别申请，并经本公司书面同意，下列物品及费用经专业人员或公估部门鉴定并确定价值后，亦可作为保险财产： （一）金银、珠宝、钻石、玉器； （二）古玩...*

一、保险财产

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经被保险人特别申请，并经本公司书面同意，下列物品及费用经专业人员或公估部门鉴定并确定价值后，亦可作为保险财产：

（一）金银、珠宝、钻石、玉器；

（二）古玩、古币、古书、古画；

（三）艺术作品、邮票；

（四）建筑物上的广告、天线、霓虹灯、太阳能装置等；

（五）计算机资料及其制作、复制费用。

下列物品一律不得作为保险财产：

（一）枪支弹药、爆炸物品；

（二）现钞、有价证券、票据、文件、档案、帐册、图纸；

（三）动物、植物、农作物；

（四）便携式通讯装置、电脑设备、照相摄像器材及其他贵重物品；

（五）用于公共交通的车辆。

二、责任范围

在本保险期限内，若本保险单明细表中列明的保险财产因以下列明的风险造成的直接物质损坏或灭失（以下简称“损失”），本公司同意按照本保险单的规定负责赔偿。

（一）火灾；

（二）爆炸，但不包括锅炉爆炸；

（三）雷电；

（四）飓风、台风、龙卷风；

（五）风暴、暴雨、洪水

但不包括正常水位变化、海水倒灌及水库、运河、堤坝在正常水位线以下的排水和渗漏，亦不包括由于风暴、暴雨或洪水造成存放在露天或使用芦席、蓬布、茅草、油毛毡、塑料膜或尼龙等作罩棚或覆盖的保险财产的损失；

（六）冰雹；

（七）地崩、山崩、雪崩；

（八）火山爆发；

（九）地面下陷下沉，但不包括由于打桩、地下作业及挖掘作业引起的地面下陷下沉；

（十）飞机坠毁、飞机部件或飞行物体坠落；

（十一）水箱、水管爆裂，但不包括由于锈蚀引起水箱、水管爆裂。

三、除外责任

本公司对下列各项不负责赔偿：

（一）被保险人及其代表的故意行为或重大过失引起的任何损失和费用；

（二）地震、海啸引起的损失和费用；

（三）贬值、丧失市场或使用价值等其他后果损失；

（四）战争、类似战争行为、敌对行为、武装冲突、恐怖活动、谋反、政变、罢工、暴动、民众骚乱引起的损失和费用；

（五）政府命令或任何公共当局的没收、征用、销毁或毁坏；

（六）核裂变、核聚变、核武器、核材料、核幅射以及放射性污染引起的任何损失和费用；

（七）大气、土地、水污染及其他各种污染引起的任何损失和费用，但不包括由于本保险单第二条责任范围列明的风险造成的污染引起的损失；

（八）本保险单明细表或有关条款中规定的应由被保险人自行负担的免赔额；

（九）其他不属于本保险单第二条责任范围列明的风险引起的损失。

四、赔偿处理

（一）如果发生本保险责任范围内的损失，本公司选择下列方式赔偿：

１．按受损财产的价值赔偿；

２．赔付受损财产基本恢复原状的修理、修复费用；

３．修理、恢复受损财产，使之达到与同类财产基本一致的状况。

（二）受损财产的赔偿按损失当时的市价计算。市价低于保险金额时，赔偿按市价计算；市价高于保险金额时，赔偿按保险金额与市价的比例计算。如本保险所载项目不止一项时，赔款按本规定逐项计算。

（三）保险项目发生损失后，如本公司按全部损失赔付，其残值应在赔款中扣除，本公司有权不接受被保险人对受损财产的委付。

（四）任何属于成对或成套的项目，若发生损失，本公司的赔偿责任不超过该受损项目在所属整对或整套项目的保险金额中所占的比例。

（五）发生损失后，被保险人为减少损失而采取必要措施所产生的合理费用，本公司可予以赔偿，但本项费用以保险财产的保险金额为限。

（六）本公司赔偿损失后，由本公司出具批单将保险金额从损失发生之日起相应减少，并且不退还保险金额减少部分的保险费。如被保险人要求恢复至原保险金额，应按约定的保险费率加缴恢复部分从损失发生之日起至保险期限终止之日止按日比例计算的保险费。

（七）被保险人的索赔期限，从损失发生之日起，不得超过两年。

五、被保险人的义务

被保险人及其代表应严格履行下列义务：

（一）投保时，被保险人及其代表应对投保申请书中列明的事项以及本公司提出的其他事项作真实、详尽的说明或描述；

（二）被保险人及其代表应根据本保险单明细表和批单中的规定按期缴付保险费；

（三）在保险期限内，被保险人应采取一切合理的预防措施，包括认真考虑并付诸实施本公司代表提出的合理的防损建议，由此产生的一切费用，均由被保险人承担；

（四）在发生引起或可能引起本保险单项下索赔的损失时，被保险人及其代表应：

１．立即通知本公司，并在七天或经本公司书面同意延长的期限内以书面提供事故发生的经过，原因和损失程度；

２．采取一切必要措施防止损失的进一步扩大并将损失减少到最低程度；

３．在本公司的代表或检验师进行勘查之前，保留事故现场及有关实物证据；

４．根据本公司的要求提供作为索赔依据的所有证明文件、资料和单据。

六、总则

（一）保单效力

被保险人严格地遵守和履行本保险单的各项规定，是本公司在本保险单项下承担赔偿责任的先决条件。

（二）保单无效

如果被保险人或其代表漏报、错报、虚报或隐瞒有关本保险的实质性内容，则本保险单无效。

（三）保单终止

除非经本公司书面同意，本保险单将在下列情况下自动终止：

１．被保险人丧失保险利益；

２．承保风险扩大。

本保险单终止后，本公司将按日比例退还被保险人本保险单项下未到期部分的保险费。

（四）保单注销

被保险人可随时书面申请注销本保险单，本公司亦可提前十五天通知被保险人注销本保险单。对本保险单已生效期间的保险费，前者本公司按短期费率计收，后者按日比例计收。

（五）权益丧失

如果任何索赔含有虚假成分，或被保险人或其代表在索赔时采取欺诈手段企图在本保险单项下获取利益，或任何损失是由被保险人或其代表的故意行为或纵容所致，被保险人将丧失其在本保险单项下的所有权益。对由此产生的包括本公司已支付的赔偿在内的一切损失，应由被保险人负责赔偿。

（六）合理查验

本公司的代表有权在任何适当的时候对保险财产的风险情况进行现场查验。被保险人应提供一切便利及本公司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本公司对被保险人的任何承诺。

（七）重复保险

本保险单负责赔偿损失、费用或责任时，若另有其他保障相同的保险存在，不论是否由被保险人或他人以其名义投保，也不论该保险赔偿与否，本公司仅负责按比例分摊赔偿的责任。

（八）权益转让

若本保险单项下负责的损失涉及其他责任方时，不论本公司是否已赔偿被保险人，被保险人应立即采取一切必要的措施行使或保留向该责任方索赔的权利。在本公司支付赔偿后，被保险人应将向该责任方追偿的权利转让给本公司，移交一切必要的单证，并协助本公司向责任方追偿。

（九）争议处理

被保险人与本公司之间的一切有关本保险的争议应通过友好协商解决。如果协商不成，可申请仲裁或向法院提出诉讼。除事先另有协议外，仲裁或诉讼应在被告方所在地进行。

七、特别条款

下列特别条款适用于本保险单的各个部分，若其与本保险单的其他规定相冲突，则以下列特别条款为准。

财产保险单

保险单号码：

鉴于本保险单明细表中列明的被保险人向＿＿＿＿＿＿保险公司（以下简称“本公司”）提交书面投保申请和有关资料（该投保申请及资料被视作本保险单的有效组成部分），并向本公司缴付了本保险单明细表中列明的保险费，本公司同意按本保险单的规定负责赔偿在本保险单明细表

中列明的保险期限内被保险人的保险财产遭受的损坏或灭失，特立本保险单为凭。

＿＿＿＿＿＿保险公司

＿＿＿＿＿＿

授权签字

签发日期：＿＿年＿＿月＿＿日

签发地点：

明 细 表

保险单号码：

一、被保险人名称和地址：

二、保险财产地址：

三、营业性质：

四、保险项目及保险金额

项 目 保险金额

（一）保险财产

１．建筑物（包括装修）：

２．机器设备：

３．装置、家俱及办公设施或用品：

４．仓储物品：

５．其他：

（二）附加费用

１．清除残骸费用：

２．灭火费用：

３．专业费用：

４．其他费用：

总保险金额：

五、每次事故免赔额：

六、保险期限：共＿＿＿个月。

自＿＿＿年＿＿月＿＿日零时起，至＿＿＿年＿＿月＿＿日二十四时止。

七、保险费率：

总保险费：

八、付费日期：

九、司法管辖

本保险单受中华人民共和国的司法管辖

十、特别条款

财产险保单明细表

＿＿＿＿＿＿保险公司

property insurance clauses

whole doc.

i. the property insured

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

cified in the schedule of this policy.

unless specifically agreed upon in writing between the insured and the

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

the following articles and the expenses relevant thereto shall not be

covered under this policy:

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

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

ancient paintings;

3. works of art or postage stamps;

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

etc. on buildings;

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

under no circumstances shall the following articles relevant thereto

be covered hereunder:

1. guns, ammunition or explosives;

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

drawings;

3. animals, plants and agricultural crops;

4. mobile phones, portable computers, removable photograph apparatus

or other precious articles;

5. vehicles licensed for general transport use.

ii. scope of cover

the company shall indemnify the insured in respect of the physical

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

the period of insurance directly arising from the following perils:

1. fire;

2. explosion;

but not including explosion of a boiler or other pressure relief

devices;

3. lightning;

4. hurricane, typhoon and tornado;

5. storm, tempest and flood;

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

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

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

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

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

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

nylon sheet;

6. hailstorm;

7. landslide, rockslide, avalanche;

8. volcanic explosion;

9. subsidence of ground;

but not including loss or damage resulting from pile driving,

groundwork or excavation;

10. crashing aircraft and parts or articles falling from aircraft and

other flying objects;

11. bursting of water tank or pipe;

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

iii. exclusions

this company shall not be liable for:

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

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

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

incurred by earthquake or tsunami;

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

losses of any description;

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

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

terrorism, conspiracy insurrection, coup d\'etat, strike, riot, and civil

commotion;

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

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

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

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

nuclear material, nuclear radiation and radioactive contamination;

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

kind or description whatsoever such as atmosphere, land and water

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

arising from perils specified in article ii the policy;

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

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

ii of this policy.

iv. treatment of claim

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

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

either:

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

damaged or;

property to its nearest condition immediately preceding the damage or;

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

other property of like kind and quality.

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

value of the property prevailing at the time of loss. if the sound market

value of the damaged property is lower than the sum insured of such

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

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

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

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

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

of this clause shall apply to each thereof.

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

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

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

decline the abandonment of any damaged property by the insured.

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

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

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

of the sum insured on the complete pair or set.

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

insured for the expenses reasonably incurred for taking necessary measures

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

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

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

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

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

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

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

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

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

the expiry of the insurance.

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

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

v. insured\'s obligations

the following obligations shall be strictly fulfilled by the insured

and his representative:

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

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

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

2. the insured and his representative shall pay to the company in due

course the agreed premium in the manner as provided in the schedule and

endorsements.

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

expense take all reasonable precautions, including paying sufficient

attention to and putting into practice the reasonable recommendations of

the company, prudently selecting the workmen and employees and complying

with all statutory regulations and safety operation procedures.

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

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

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

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

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

or damage;

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

damage and minimize it to the least extent;

4.3 preserve the spot affected and defective parts before an

inspection is carried out by a representative or surveyor from the

company;

4.4 furnish all such information and documentary evidence as the

company may require for supporting the claim.

vi. general conditions

1. policy effect

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

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

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

under this policy.

2. policy voidance

this policy shall be voidable in the event of misrepresentation,

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

in any material particular in respect of this insurance.

3. policy termination

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

policy shall be automatically terminated if:

3.1 the insurable interest of the insured is lost;

3.2 the risk of loss or damage is increased.

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

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

termination to the date of expiry.

4. policy cancellation

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

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

prior notice to the insured. in the former case the company shall retain a

premium calculated on short term rate basis for the time the policy has

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

pro rata daily basis.

5. forfeit of benefit

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

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

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

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

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

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

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

indemnified by the insured.

6. reasonable inspection

the representative of the company shall at any suitable time be

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

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

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

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

inspection or examination shall in no circumstances be held as any

admission to the insured by the company.

7. double insurance

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

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

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

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

behalf, or whether any indemnification is obtainable under such other

insurance.

8. subrogation

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

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

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

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

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

all necessary documents to and assist the company in pursuing recovery

from the responsible party.

9. dispute

all disputes under this insurance arising between the insured and the

company shall be settled through friendly negotiations. where the two

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

be submitted to arbitration or to court for legal actions. unless

otherwise agreed, such arbitration or legal action shall be carried out in

the place where the defendant is domiciled.

vii. special provisions

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

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

conflict arises.

property insurance policy

policy no.:

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

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

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

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

paid to the company the premium stated in the schedule.

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

conditions contained herein or endorsed hereon the company shall indemnify

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

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

hereinafter provided.

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

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

date of issue:

place of issue:

schedule

policy no.:

1. name and address of the insured

1.1 the insured:

2. location of the property insured:

3. nature of trade:

4. insured items and sums insured:

insured items sums insured

4.1 property insured

4.1.1 building(s) (including decoration):

4.1.3 furniture and fixture:

(including office equipment and supplies)

4.1.4 stock:

4.1.5 others:

4.2 additional expenses:

4.2.1 removal of debris fees:

4.2.2 fire extinguishing expenses:

4.2.3 professional fees:

4.2.4 other expenses:

total sum insured:

5. deductible (any one accident):

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

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

7. premium rate:

total premium:

8. date of payment:

9. jurisdiction:

this policy is governed by law of the people\'s republic of

china

.

10. special provisions:

property insurance policy\'s schedule

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

责任编辑：陈红

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