

## 现金保险

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、保险单及其他书面协议、特别约定、保险凭证、附加条款、扩展条款、及其他与本合同有关的投保文件、资料、合法有效声明、以及批单组成。凡涉及本保险合同的约定，均采用书面形式。

**第二条** 投保人提出保险要求，经保险人同意承保，保险合同成立。保险合同自书面约定的保险起始日起生效。若投保人未及时足额缴纳保险费，保险人不承担保险责任。

### 保险对象

**第三条** 凡依法设立且财务状况良好的国家机关、企业事业单位及社会团体，均可作为被保险人。

### 保险标的

**第四条** 保险标的是在本保险合同中载明的下列财产：凡属被保险人所有，或替他人保管或与他人共有的现金、政府债券、支票、现金银行汇票和邮政汇票。

政府债券是指中华人民共和国政府债券，即国库券。

### 保险责任

**第五条** 在保险期间内，在保险合同列明的保险标的坐落地址范围内，由于下列原因造成保险标的的损失，保险人按照本保险合同的约定负责赔偿：

- （一）火灾、爆炸、洪水；
- （二）飞机坠毁和飞机部件坠落；
- （三）被保险人的雇员在前往银行送款或自银行提款回程中遭受抢劫；
- （四）存放在金库、保险箱（柜）内遭受盗窃或抢劫；
- （五）在营业过程中遭受抢劫；
- （六）入户抢劫或强行进入抢劫。

构成本条规定的盗窃或抢劫责任，必须是遭受外来人员（被保险人的雇员除外）并有明显痕迹且经当地公安部门已经刑事立案且书面确认属实的损失。

上述分项赔偿金额不得超过本保险单中分项列明的保险金额。

**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）被保险人的雇员，被保险人的同住人或家庭成员或业务员的欺诈或不诚实或与外部人员勾结实施的盗窃；
- （二）被保险人及其代表的故意行为或重大过失；
- （三）战争、类似战争行为、敌对行为、武装冲突、军事行动、恐怖活动、谋反、政变、罢工、暴动、民众骚乱；
- （四）核裂变、核聚变、核武器、核材料、核辐射以及放射性污染；
- （五）地震；
- （六）任何种类的间接或后果损失以及承保范围规定以外的任何原因。

第八条 保险人对下列损失和费用也不负责赔偿：

- （一）送款或提款时由于无故绕道及随意停留造成的损失；
- （二）因保管不善导致保险标的损坏、霉烂、虫咬的损失；
- （三）直接或间接由于计算机 2000 年问题引起的损失；
- （四）保险标的遭受保险事故引起的各种间接损失或后果损失；
- （五）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。

第九条 其他不属于本保险合同责任范围内的损失和费用，保险人不负责赔偿。

## 保险金额、保险价值与免赔额（率）

第十条 保险金额是保险人承担赔偿责任的最高责任赔偿限额，可由投保人按投保时最近 12 个月的平均帐面余额确定或按投保时最近 12 个月的最高帐面余额确定或按估价等其他方式确定，并按照标的项目分项列明保险金额，并在保险合同中载明。

保险价值是保险标的出险时在国内合法金融机构可以兑现的价值。

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。

## 赔偿处理

第十三条 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。

第十四条 保险标的遭受保险责任范围内的损失时，保险人在保险单分项保险金额范围内按下列规定进行赔偿：

- （一）全部损失：如果出险项目的保险金额高于或等于出险时该项目的保险价值时，按保险价值赔偿；如果出险

项目的保险金额低于出险时该项目的保险价值时，按保险金额赔偿；

**(二) 部分损失：**如果出险项目的保险金额高于或等于出险时该项目的保险价值时，按出险受损标的保险价值赔偿；如果出险项目的保险金额低于出险时该项目的保险价值时，则按该项目保险金额与保险价值的比例进行赔偿。

在任何情况下，本保险的赔偿金额不超过保险单列明的总保险金额，分项赔偿金额不超过保险单列明的分项保险金额。

**第十五条** 若受损保险标的按比例赔偿时，则本保险条款第六条的费用也按与保险标的损失赔款相同的比例赔偿。

**第十六条** 被保险人一经发现引起本保险项下索赔的任何损失，应立即以书面方式通知当地公安局及保险人，说明有关损失的情况，及发现损失的办法，并应在发现损失后七天内送交保险人一份详细损失清单。被保险人应允许保险人授权的代表检查营业处所，并提供证实索赔所合理需要的所有说明和证据。

**第十七条** 被保险人应采取一切切实可行的步骤，发现和惩罚罪犯，追查及找回丢失的现金，并补偿保险人在本保险单项下赔付或须负责赔付的有关金额。无论被保险人与保险人之间存在任何异议，保险人可以在任何时候自付费用，使用认为合理的措施追回丢失的或按照推测已经丢失的并由本保险承保的现金。为此目的，被保险人应在保险人需要时，给予所有的说明和合理的协助。

**第十八条** 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。

**第十九条** 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起至保险期间届满之日止按日比例计算的保险费。

**第二十条** 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。

**第二十一条** 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。

## 保险人义务

**第二十二条** 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其他保险凭证。

**第二十三条** 保险人按照第三十三条的约定，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。

**第二十四条** 保险人收到被保险人赔偿保险金的请求后，应当及时作出核定；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。

**第二十五条** 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，对属于保险责任的、但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。

## 投保人与被保险人义务

**第二十六条** 除合同另有约定外，投保人应在保险合同成立时交清保险费。投保人未及时足额缴纳保险费，保险人有权在保险费付款期限届满后立即向投保人的最后已知地址发送书面通知解除保险合同。

**第二十七条** 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。

前款规定的合同解除权，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，保险人应当承担赔偿保险金的责任。

**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，不承担赔偿保险金的责任，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，不承担赔偿保险金的责任，但应当退还保险费。**

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保险金的责任。

**第二十八条** 被保险人应当遵守国家有关法律、法规、行政规章、相关的行业标准，以及国家有关消防、安全、生产操作、劳动保护等方面规定，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，可以向投保人、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。但上述检查并不构成保险人对被保险人的任何承诺。对有关执法机关及保险人指出的，或被保险人发现的各种事故隐患或安全缺陷，被保险人应立即予以清除和修正，并采取有效措施以防止事故发生，由此产生的一切费用均由被保险人承担。

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。

**第二十九条** 保险合同内容发生变更的，投保人或被保险人应当事前书面通知保险人。保险人同意变更的，由保险人在原保险单上附贴批单，或由投保人和保险人订立变更的书面协议。未经保险人书面同意的变更事项无效。

**第三十条** 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，保险人不承担赔偿保险金的责任。**

**第三十一条** 在合同有效期内，保险标的的危险程度显著增加的，被保险人应当及时通知保险人，保险人可以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，保险人不承担赔偿保险金的责任。**

**第三十二条** 投保人、被保险人或其代表应在其知道或应当知道发生引起或可能引起本保险合同项下索赔的事故时：

(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) 及时通知保险人，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，不承担赔偿保险金的责任，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) 保护受损物品，允许并且协助保险人进行事故调查；

(四) 在保险财产遭受抢劫、盗窃或恶意破坏时，立即向公安部门报案。

**第三十三条** 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；

(二) 财产损失清单、技术鉴定证明、事故报告书、救护费用发票；

(三) 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；  
各项证明和资料必须真实、可靠。被保险人欺诈行为给保险人造成损失的，应当承担相应的赔偿责任。

**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。**

**第三十四条** 被保险人存放保险柜的金库必须具备适当的防盗保卫制度。

**第三十五条** 被保险人的保险柜必须符合特殊设计的技术标准。在非营业期间保险柜必须上锁。

**第三十六条** 被保险人保险柜的所有钥匙和备用钥匙必须由两人保管。除非常必要外，在晚上或其他非营业时间均应取走。在营业期间，所使用的钥匙应放在隐蔽处。

## 争议处理和法律适用

**第三十七条** 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。

**第三十八条** 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）。

## 其他事宜

**第三十九条** 投保人、被保险人或受益人在未发生保险事故的情况下，谎称发生了保险事故，向保险人提出赔偿请求的，保险人有权解除保险合同，不承担赔偿责任，并不退还保险费。

**投保人、被保险人或受益人故意制造保险事故的，保险人有权解除保险合同，不承担赔偿责任，也不退还保险费。**

保险事故发生后，投保人、被保险人或受益人伪造、变造有关证明、资料或者其他证据，编造虚假的事故原因或者夸大损失程度的，保险人对其虚报的部分不承担赔偿责任。

投保人、被保险人或受益人有上述三项行为之一，致使保险人支付赔款或者支出费用的，应当退回或者赔偿。

**第四十条** 保险责任开始前，投保人提出解除保险合同时，保险人按总保险费的5%扣除手续费后退还剩余保险费；保险人也可以提前十五天书面通知投保人解除保险合同，但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，除本保险合同和保险法另有规定外，投保人可随时书面申请解除本保险合同，保险人亦可提前十五天书面通知投保人解除本保险合同，并按以下方法计算并退还保险费：

未发生保险事故或发生保险事故后已恢复保险金额的，按日比例计算剩余保险期间的应退保费；发生保险事故被保险人已获取保险赔偿并未恢复保险金额的，前述应退保费还应按有效保险金额和原保险金额的比例折算。**但保险责任开始后退还保险费最高不超过原总保费的95%。**

禁止本

## Money Insurance

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** This Insurance Contract incorporates the insurance clauses, proposal form, policy, and other written agreement(s), special arrangement(s), insurance certificate, additional clauses, extension clauses as well as such other application documents, data, validated statements and insurance endorsement as relating hereto. Any and all such arrangements as involving this Insurance Contract shall be made in writing.

**Article 2** The Insurance Contract shall be established once the Policyholder raises an application for the insurance and the Insurer agrees to write the risk of the insurance. The insurance contract shall become effective as of such commencement date of insurance as set forth in writing. The Insurer shall not bear any insurance liability until the Policyholder has paid the premium on time and in full amount.

### Insured Object

**Article 3** Any one of such state organizations, enterprises, public institutions and social groups as established by law with sound financial status shall be deemed to be a qualified Insured Object, or the Insured.

### Subject Matter Insured

**Article 4** The Subject Matter Insured refers to such property that is specified herein as follows: cash, government bonds, checks, bank drafts and postal money orders that are owned either exclusively by the Insured or jointly by the Insured and other person(s) or are otherwise held in the custody of the Insured for and on behalf of other person(s).

The government bonds refer to such bonds as issued by the Government of the People's Republic of China, also known as the Treasury Bonds.

### Scope of Cover

**Article 5** During the insurance period, the Insurer shall bear such indemnification liability hereunder for such losses of the Subject Matter Insured as occurred within the scope of insured location as specified in the Insurance Contract, which arise from:

- (I) Fire, explosion and flood;

- (II) Crashing aircraft and parts or articles falling from aircraft;
- (III) The Insured's employees being robbed on their way to or from the bank carrying the cash;
- (IV) Any theft or robbery when deposited in the vault or safe;
- (V) Robbery during the regular business operations;
- (VI) Robbery by breaking or forcible entry.

The establishment of the theft or robbery liability as set forth in this Clause shall be determined by the fact that it is committed by any other person(s) from other than the Insured's employees, leaving the apparently visible traces against which the local police has placed a criminal case on file and issued a written confirmation of the losses hence incurred.

**The above-mentioned itemized indemnities shall not exceed such itemized sum insured as specified in the Policy.**

**Article 6** The Insurer shall further bear such indemnification liability hereunder for such necessary and reasonable cost and expenses as afforded by the Insured, upon occurrence of any insured accident, for the purpose of preventing or mitigating the losses of the Subject Matter Insured.

#### **Exclusions**

**Article 7** The Insurer shall not be liable for any such losses and expenses as arising from:

- (I) Any fraudulent or dishonest conduct committed by anyone of the Insured's employees, roommates, family members or business personnel, or any theft he/she/they has/have committed together with any other person from outside;
- (II) Any willful act or gross negligence by the Insured and/or its representative;
- (III) Any war, warlike operation, hostility, military action, armed conflict, terrorism action, rebellion, coup, strike, riot and civil commotion;
- (IV) Any atomic fission, fusion, nuclear weapon, nuclear material, nuclear radiation and radioactive contamination;
- (V) Earthquake;
- (VI) Any kind of indirect or consequential losses and any other causes than those within the coverage hereof.

**Article 8** The Insurer shall not be liable for any such losses and expenses as follows:

- (I) Any losses arising from any unjustifiable detour or stoppage at will on the way to send out or collect the funds;
- (II) Any damage to or loss of the Subject Matter Insured as a result of mildew and rot or insect biting due to poor caretaking;
- (III) Any losses arising either directly or indirectly from Millennium Bug;



(IV) Any and all indirect or consequential losses arising from the insured accident the Subject Matter Insured has suffered;

(V) Any Deductible as specified herein or such other Deductible calculated as per the Deductible ratio specified herein.

**Article 9** The Insurer shall not be liable for any such losses and expenses as outside the coverage hereof.

#### **Sum Insured, Insurance Value and Deductible (ratio)**

**Article 10** The sum insured refers to such Maximum Limit of Indemnity paid by the Insurer for its indemnification liability, which amount may be determined either by the average book balance or the maximum book balance in the 12 months prior to the application for insurance raised by the Policyholder, or otherwise by evaluation etc., with the itemized sums insured to be specified in the Insurance Contract as per the items of such Subject Matter Insured.

The insurance value refers to such amount which may be realized in a domestic legitimate financial institution upon occurrence of any loss involving the Subject Matter Insured.

**Article 11** Deductible (ratio) shall be agreed upon between the Policyholder and the Insurer when entering into the Insurance Contract and be specified in the Insurance Contract.

#### **Insurance Period**

**Article 12** The insurance period shall be one (1) year subject to the dates of inception and expiration as specified in the Policy, unless as otherwise specified.

#### **Loss Settlement**

**Article 13** The Insured cannot lodge any claim against the Insurer if he has no Insurable Interest in the Subject Matter Insured at the time of the occurrence hereby insured.

**Article 14** When the Subject Matter Insured suffers from any losses within the insurance coverage hereunder, the Insurer shall have the indemnifications granted within the scopes of the itemized sums insured as per the Policy in accordance with the following provisions:

(I) **Total Loss:** Indemnification shall be granted as per the insurance value so long as the sum insured of any item involved in the loss exceeds or equals to the insurance value as of such item upon occurrence of the loss; and indemnification shall be granted as per the sum insured so long as the sum insured of such item involved in the loss is lower than the insurance value;

(II) **Partial Loss:** Indemnification shall be granted as per the insurance value of the damaged Subject Matter Insured so long as the sum insured of any item involved in the loss exceeds or equals to the insurance value as of such item upon occurrence of the loss; and indemnification shall be granted as per the ratio of the sum insured against the insurance value of such item so long as the sum insured of such item involved in the loss is lower than the insurance value.

**In no event shall the indemnification amount to be granted hereunder exceed such total sum insured as specified in the Policy, with no itemized indemnification amount to exceed the itemized sum insured as specified in the Policy.**

**Article 15** Where indemnification for the damaged Subject Matter Insured is granted pro rata, then the indemnification for such cost and expenses as specified in Article 6 shall also be granted pro rata to the same extent as that which is made for the damaged Subject Matter Insured.

**Article 16** On the discovery of any loss giving rise to a claim under this Policy the Insured shall forthwith give notice thereof in writing to the local public security bureau and also to Insurer stating the circumstances connected therewith and the manner in which it has been discovered and shall, within seven days after such discovery, deliver to the Insurer a detailed statement of such loss. The Insured shall permit the authorized representatives of the Insurer to examine the premises and shall furnish all such explanations and evidence as may be reasonably required to substantiate the claim.

**Article 17** The Insured shall take any and all practicable steps to discover and punish the guilty person or persons, to trace and recover the money lost, and to recoup the Insurer so far as may be in respect of the amount Insurer shall pay or be liable to pay under the Policy. The Insurer may at any time at its own expense and without prejudice to any question between the Insurer and the Insured use all such means as may be reasonable to them for the recovery of any money lost or supposed to be lost and covered by this Policy, and for this purpose the Insured shall, as and when required by the Insurer, give all information and reasonable assistance.

**Article 18** 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 it.

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 accident, 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 having paid to the Insured.

**Article 19** In the event of a partial loss, upon settlement of the claim by the Insurer, the sum insured of the Insurance Contract shall be correspondingly reduced from the date of loss, 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.

**Article 20** 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 its ratable 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 which shall be paid by other insurer(s).** If the Insurer has paid more

than its share due to the Insured's non-disclosure, the Insurer is entitled to claim for the portion paid in excess.

**Article 21** 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 accident insured hereby.

### **Obligations of the Insurer**

**Article 22** The Insurer shall issue the Policy or other insurance certificates to the Policyholder in a timely manner after the establishment of the Insurance Contract.

**Article 23** If the Insurer believes that the proofs and documents provided by the Insured, as required in Article 33, are not sufficient, the Insurer shall request the Policyholder and/or the Insured to provide additional materials in time and once for all.

**Article 24** Upon receipt of a claim, the Insurer shall confirm whether the loss or 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 loss, damage or liability 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 loss, damage or liability 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 25** 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 Insured**

**Article 26** Unless as otherwise specified herein, the Policyholder should have the premium paid in full upon establishment of the Insurance Contract. If the Policyholder fails to pay the premium within the agreed payment period, the Insurer is entitled to cancel the Policy immediately by a written notification sent to the Policyholder last known address.

**Article 27** 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 Subject Matter Insured and the Insured himself.

If the Policyholder fails to fulfill the obligation of making full and accurate representation and disclosure as aforementioned due to it 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.

The Insurer's right to cancel the Policy as stated is void if it is 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 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 Insurance Contract while no premium shall be refunded.**

**If the Policyholder, due to gross negligence, fails to disclose any information that has significant contribution to the occurrence of the accident insured hereby, the Insurer shall not indemnify the Insured for any loss or damage happening prior to the cancellation of the Insurance Contract, but shall return premium collected.**

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 28** The Insured shall strengthen its management and take reasonable preventive measures to avoid or reduce the occurrence of the insured accident and to safeguard the Subject Matter Insured in compliance with the applicable state laws, legal regulations, administrative rules and relevant industrial criteria as well as other state stipulations regarding fire-prevention, safety, production operations and labor protection etc.

The Insurer shall be entitled to inspect whether or not the Insured has fulfilled the aforementioned obligation of reasonable precautions, and make recommendations in writing to the Policyholder and/or the Insured in a serious manner accordingly. Any such inspections as mentioned above, however, shall not be construed as of any commitment made by the Insurer to the Insured. Any and all such hidden hazards or safety defects, which are disclosed by either the competent law enforcement agencies, the Insurer or are otherwise discovered by the Insured, must be immediately removed or rectified by the Insured, who should further take the effective measures at his own expense to prevent the occurrence of any insured accident.

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 29** Either the Policyholder or the Insured should give the Insurer a prior written notice in case of any alteration of the details set forth in the Insurance Contract. The Insurer shall make an endorsement on the original Insurance Policy, or alternatively, a separate written agreement on the proposed alteration shall be established by and between the Policyholder and the Insurer so long as the Insurer agrees to such alteration. Any alteration made in the absence of the Insurer's written consent shall be deemed to be null and void.

**Article 30** Once any Subject Matter Insured is transferred, the Insured or the Assignee shall notify the Insurer in time.

If the risks of the Subject Matter Insured increase materially due to that transfer, the Insurer may charge additional premium or immediately cancel the Insurance Contract subject to the terms and conditions of this 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 obligation of notification, the Insurer shall not be liable for any loss or damage due to the material increase of risks of the Subject Matter Insured resulted from such transfer.**

**Article 31** During the insurance period, the Insured shall notify the Insurer of the material increase of the risks of the Subject Matter Insured in a timely manner, in which case, the Insurer has the right to claim for additional premiums or immediately cancel the Policy. If the Insurer cancels the Insurance Contract, the Insurer shall have the

outstanding premium after a deduction of the amount due for the period from inception of the insurance liability to the date of cancellation refunded 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 of the risks.**

**Article 32** If any event giving rise to or likely to give rise to a claim under this Insurance Contract comes to its knowledge, the Policyholder, the Insured or its representative shall:

(I) 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;**

(II) notify the Insurer in time 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 its 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;

(III) preserve the damage or loss items, permit and assist the Insurer in investigation of the accident;

(IV) 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.

**Article 33** To lodge a claim, the Insured shall provide the Insurer with the following proofs and documents:

(I) The Policy;

(II) List of lost or damaged property, certificate of technical appraisals, accident report and invoice(s) of rescue expenses;

(III) All other information and available documents or proofs concerning the verification of the nature, causes and extent of the losses, which may be provided by the Policyholder and the Insured.

The documents and proofs must be genuine and reliable. The Insured should bear the corresponding indemnification liability against any such losses as suffered by the Insurer as a result of its fraudulent actions.

**If the Insured fails to comply with their obligation of providing the proofs and documents as 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 34** The vault in which the Insured's safe is placed must be in a safe condition with appropriate protective systems against theft or burglar.

**Article 35** The Insured's safe must meet the applicable technical standard as designed specifications and the safe must be locked during off business hours.

**Article 36** All keys and duplicate keys to the Insured's safe must be held in the custody of two persons rather than one person, and are removed from the premises at night, except where absolutely necessary, and at all other time when the premises are closed for business. The keys should be rested in a hidden place during business

hours.

### **Dispute Settlement and Applicable Law**

**Article 37** All disputes arising from implementing this Insurance Contract 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 People's Republic of China.

**Article 38** All disputes arising out of or in connection with 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 39** Any attempt by the Policyholder, the Insured or Beneficiary to tell lies about any insured accident, which has not actually occurred, and to raise claims to the Insurer shall give rise to the Insurer's entitlement to cancel the Insurance Contract without bearing any indemnification liability or refunding any premium.

Any attempt by the Policyholder, the Insured or Beneficiary to willfully create any insured accident shall give rise to the Insurer's entitlement to cancel the Insurance Contract without bearing any indemnification liability or refunding any premium.

Upon occurrence of any insured accident, the Insurer shall be exempted from any indemnification liability for any such falsely reported part arising from any fabricated and/or forged certificates, materials or other proofs or any falsely created causes or exaggerated extent of losses by the Policyholder, the Insured or Beneficiary.

The Policyholder, the Insured or Beneficiary should refund or otherwise indemnify the Insurer against any such payment of indemnification or other amount as a result of their involvement in any one of the three activities as specified above.

**Article 40** At the Policyholder's request for cancellation of the Insurance Contract before the inception of the insurance, the Insurer shall charge the Policyholder a commission of 5% of total premium for cancellation as stipulated in the Policy, but shall return the balance of the premium to the Policyholder. The Insurer may also cancel the Insurance Contract by sending fifteen days' notice to the effect being given to the Policyholder, and shall return the total premium collected without charging any commission.

Unless as otherwise specified in the Insurance Contract or the applicable insurance law, after the inception of the insurance, the Policyholder may raise a written application for cancellation hereof at any time, and the Insurer may also cancel the Insurance Contract by sending fifteen days' notice to the effect being given to the Policyholder, and shall return the premium subject to the computations as follows:

Where no insured accident has ever occurred or the sum insured has been reinstated after the occurrence of any such accident, the refundable premium for the outstanding insurance period shall be calculated on pro rata daily basis. Where, upon occurrence of any insured accident, the Insured has obtained the indemnity without causing the

