

家庭财产保险



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什么是家财险？

家庭财产保险是以居民的**家庭财产**作为保险标的的一种保险。



承保标的

(一) 房屋及其室内附属设备 (如固定装置的水暖、气暖、供水、管道煤气、供电设备、厨房配套设备等) ;

(二) 室内装潢;

(三) 室内财产:

- 1、家用电器和文体娱乐用品;
- 2、衣物和床上用品;
- 3、家具及其他生活用具。

承保风险事件

• 购买家庭财产保险是居民进行日常生活风险管理的一项重要措施。

火灾



暴雨



飞行物坠落



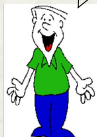
雷击



外来建筑物倒塌



最常见的居家风险也尽在掌控之中了。



(一) 火灾、爆炸;

(二) 雷击、台风、龙卷风、暴风、暴雨、洪水、雪灾、雹灾、冰凌、泥石流、崖崩、突发性滑坡;

(三) 飞行物体及其他空中运行物体坠落;

(四) 民众骚乱、暴动、他人恶意破坏

下列损失和费用, 保险人也负责赔偿:

(一) 在发生保险事故时, 为抢救保险标的或防止灾害蔓延, 采取合理的、必要的措施而造成保险标的的损失;

(二) 保险事故发生后, 被保险人为防止或者减少保险标的的损失所支付的必要的、合理的费用。

Perils定义

- **爆炸:**
 - A. 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。
 - B. 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。
- **雷击:** 是指在积雨云中、云间或云地之间产生的放电所导致的灾害。
 - A. 直接雷击: 由于雷电直接击中保险标的造成的损失;
 - B. 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, 导致电器部件的损毁。
- **台风:** 指中心附近最大平均风力12级或12级以上, 即风速在32.6米 / 秒以上的热带气旋。是否构成台风以当地气象站的认定为准。
- **龙卷风:** 是一种范围小而时间短的猛烈旋风。陆地上平均最大风速一般在79-103米 / 秒, 极端最大风速一般在100米 / 秒以上, 是否构成龙卷风以当地气象站的认定为准。

Perils定义

- **暴风:** 指风速在28.3米 / 秒, 即风力等级表中的11级风。暴风责任可扩大至8级风, 即风速在17.2米 / 秒以上即构成暴风责任。
- **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。
- **洪水:** 山洪暴发、江河泛滥、潮水上岸及倒灌致使保险标的遭受浸泡、冲散、冲毁等损失均属洪水责任。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、水管爆裂造成保险标的的损失不属于洪水责任。
- **雪灾:** 因每平方米雪压超过建筑结构荷载规范规定的荷载标准, 以至压塌房屋、建筑物造成保险标的的损失, 为雪灾保险责任。

不承保标的

- 字画等珍贵物品, 如金银、珠宝、首饰、玉器、古玩
- 数量或价值不易确定的财产, 如货币、票证、文件、书籍等
- 财产性质属于其他保险产品承保的财产
- 非法占用的财产
- 处于危险状态的财产

除外风险事件

- 1、战争、类似战争行为、恐怖活动、军事行动、敌对行为、武装冲突；
- 2、内涝、地震及其次生自然灾害（包括但不限于地震引起的堰塞湖、淹没、地陷、地裂、泥石流、滑坡、海啸、火山爆发等）；
- 3、核爆炸、核反应、核子辐射和放射性污染；
- 4、行政执法行为或司法行为，或被政府有关部门征用、占用期间发生的任何事故；
- 5、投保人、被保险人或被保险人的配偶、子女、其他直系亲属、寄宿人员、租借人员、雇佣人员的违法、犯罪或故意行为；
- 6、被保险人的房屋原有建筑质量缺陷，未达到国家建筑质量要求(含抗震设防标准)导致的房屋质量事故；
- 7、房屋屋顶或外墙渗漏；
- 8、管道破裂漏水（管道包括：水管、暖管、下水管道、排污管道、空调管道）；
- 9、被保险人的房屋超过连续30天无人居住期间发生的任何事故。

其他条件

- 1、受保障家庭财产遭受保险事故引起的各种间接损失；
- 2、受保障家庭财产在保险责任开始前已出现的毁损；
- 3、家用电器、家用电子产品因使用过度、超电压、短路、断路、漏电、自身发热、烘烤等原因所造成本身的损毁；
- 4、受保障家庭财产保管不善、本身缺陷、变质、霉烂、受潮、虫咬、自然磨损、自然损耗、自燃、烘焙所造成自身的损毁；
- 5、非法建筑、违章建筑、及其他任何非法财产的损失。

索赔流程

报案

- ◆ 出险后第一时间拨打报案电话

施救

- ◆ 采取必要的施救措施，避免损失扩大

保护现场

- ◆ 保护好第一现场，等待查勘人员

收集材料

- ◆ 配合理赔人员收集必备赔案材料

一般案件的索赔单证

一般案件:

- 1、出险通知书
- 2、事故经过及损失项目、金额
- 3、能够证明事故性质的相关文件
- 4、损失项目的原始采购或装修票据以及恢复财产所需的修复票据

案例1

- 某纸业公司的仓库时常有大量的纸品进出、存放，而纸品最怕的就是水与火，因此公司早早地向某保险公司投保了企业财产保险，其保险责任为：因火灾、雷击造成的损失；**因暴雨、暴风造成的损失**；因洪水、台风造成的损失等等。
- 那年夏天晚上 8 点多，一场长达 1 个小时的大雨倾盆而降。仓库的值班人员在巡视中发现库外的下水管道被堵塞了，雨水渐渐涌进了库房。值班人员立即报告领导，公司负责人迅速组织职工前来抢救纸品。尽管职工全力以赴，然而，雨水还是涌进了仓库，库内积水约 10 厘米深，几百卷纸品被浸在水里。
- 等雨止水退后，公司组织人员清点损失并通知了保险公司。保险公司也派工作人员到事故现场拍照记录，核实有关损失，并委托一家公估公司对损失财产进行了公估。最后确定本次事故造成纸业公司六十几万元的损失。保险公司要不要赔偿？为什么？

案例2

- * 某成衣厂于 2000 年 1 月 31 日与某保险公司签订了财产保险合同，保险期限从 2000 年 2 月 1 日起至 2001 年 2 月 1 日止，保险金额为 35 万元，并于当日交付了全部保险费。
- * 2000 年 2 月 7 日晚，因是春节期间，值班人员钟某擅自离开工厂，直到第二天下午 3 时才回到成衣厂，发现防盗门被人撬开，厂内的财产被盗。经现场查勘，该厂的财产损失约 16 万元。由于此案一直未破案，成衣厂于 2000 年 5 月 11 日向保险公司提交书面索赔报告。

案例3

- * 1998年10月22日，某大型美容院将其场馆内的财产向当地某保险公司投保了财产综合险。在美容院交付了保险费后，保险公司为其签发了正式的保险单，双方在保险单中明确约定了保险财产的范围为美容设备、电器设备、室内装修以及存货；保险价值的确定方法为估价；保险金额为300万元；保险期限为1年。

- 1999年2月10日午夜，该美容院发生严重火灾，将室内设施全部烧毁。经市公安消防支队鉴定，该起事故的起火原因是插销板短路，责任归属无法确定。事发后，美容院及时向保险公司报案，经过清理现场，核定火灾的总损失高达407.56万元，美容院方面遂向保险公司提出了300万元的索赔申请。
- 要不要赔偿？赔偿多少？

案例4

李某出差回家后，发现家庭财产被盗。于是，他迅速到派出所报案。经公安人员现场勘查，发现有1万多元的财物被盗走。10多天后此案还没告破，这时李某才想起自己参加了家庭财产保险。于是，他急匆匆手持保单来到保险公司要求索赔。保险公司以在出险后未及时通知为由拒赔。

案例5

- 某市居民李某将其家庭财产向保险公司投保了家庭财产保险，保险期限自1999年3月8日起至次年3月7日24时止，保险金额为83000元。
- 次年春节期间，李某为其刚刚8岁的儿子买了200元左右的各式烟花爆竹。2月16日上午，李某与其妻到朋友家去做客，将儿子留在家中。李某与其妻走后，其子感到清静无聊，将李某藏的烟花翻出，在屋里玩，将一只爆竹点着，鞭炮在屋里乱窜喷火，其余烟花爆竹也被相继点燃，导致大火燃起。所幸李某之子逃出门外，只有皮肉之伤。
- 当大火被扑灭后李某清点时，发现衣服、被褥、家用电器、家具等均有不同程度的损坏，经保险公司核定，损失为38450元。对这起火灾，保险公司认为，根据家财险保险条款规定，被保险人及其家庭成员的故意行为，属于本保险的除外责任，火灾是李某之子故意行为所致，因此保险公司不承担赔偿责任。

New York Standard (New) Fire Policy

Effective Jan.1, 1918

1 Fraud, misrep- This entire policy shall be void if the insured
2 sentation, etc. has concealed or misrepresented any ma-
3 terial fact or circumstance concerning this
4 insurance or the subject hereof; or in case of any fraud or false
5 swearing by the insured touching any matter relating to this
6 insurance or the subject thereof, whether before or after a loss.
7 Uninsurable This policy shall not cover accounts, bills,
8 and currency, deeds, evidences of debt, money,
9 Excepted property notes or securities, nor, unless specifically
10 named hereon in writing, bullion, manu-
11 scripts, mechanical drawings, dies or patterns.
12 Hazards not This Company shall not be liable for loss
13 covered or damage caused directly or indirectly by
14 invasion, insurrection, riot, civil war or
15 commotion, or military or usurped power, or by order of any
16 civil authority; or by theft; or by neglect of the insured to use
17 all reasonable means to save and preserve the property at and
18 after a fire or when the property is endangered by fire in
19 neighboring premises.
20 This entire policy shall be void unless otherwise provided
21 by agreement in writing added hereto.
22 Ownership, etc. (a) if the interest of the insured be other than
23 unconditional and sole ownership; or (b) if
24 the subject of insurance be a building on ground not owned by
25 the insured in fee simple; or (c) if, with the knowledge of the
26 insured, foreclosure proceedings be commenced or notice given
27 of sale of any property insured hereunder by reason of any mort-
28 uage or trust deed; or (d) if any change, other than by the death
29 of an insured, take place in the interest, title or possession of
30 the subject of insurance (except change of occupants without
31 increase of hazard); or (e) if this policy be assigned before a loss.

32 Unless otherwise provided by agreement in writing added
33 hereto this Company shall not be liable for loss or damage
34 occurring.
35 Other insurance. (a) while the insured shall have any other
36 contract of insurance, whether valid or not,
37 on property covered in whole or in part by this policy; or
38 (b) while the hazard is increased by any

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THE STANDARD FIRE POLICY

39 Increase of hazard. means within the control or knowledge of
40 the insured; or
41 Repairs, etc. (c) while mechanics are employed in building,
42 altering or repairing the described premises
43 beyond a period of fifteen days; or

44 Explosives, (d) while illuminating gas or vapor is gener-
45 gas, etc. ated on the described premises; or while
46 (any usage or custom to the contrary not-
47 withstanding) there is kept, used or allowed on the described
48 premises fireworks, greek fire, phosphorus, explosives, benzine,
49 gasoline, naphtha or any other petroleum product of greater
50 inflammability than kerosene oil, gunpowder exceeding twenty-
51 five pounds, or kerosene oil exceeding five barrels; or
52 Factories (e) if the subject of insurance be a manufac-
53 turing establishment while operated in
54 whole or in part between the hours of ten P. M. and five A. M.,
55 or while it ceases to be operated beyond a period of ten days; or
56 Unoccupancy (f) while a described building, whether in-
57 tended for occupancy by owner or tenant, is
58 vacant or unoccupied beyond a period of ten days; or
59 Explosion, (g) by explosion or lightning, unless fire
60 Lightning, ensue, and, in that event, for loss or dam-
61 age by fire only.
62 Chattel mortgage. Unless otherwise provided by agreement in
63 writing added hereto this Company shall
64 not be liable for loss or damage to any property insured here-
65 under while incumbered by a chattel mortgage, and during the
66 time of such incumbrance this Company shall be liable only
67 for loss or damage to any other property insured hereunder.
68 Fall of building. If a building, or any material part thereof,
69 fall except as the result of fire, all insurance
70 by this policy on such building or its contents shall immediately
71 cease.

72 Added Clauses. The extent of the application of insurance
73 under this policy and of the contribution to
74 be made by this Company in case of loss or damage, and any
75 other agreement not inconsistent with or a waiver of any of
76 the conditions or provisions of this policy, may be provided for
77 by agreement in writing added hereto.
78 Waiver. No one shall have power to waive any pro-
79 vision or condition of this policy except such
80 as by the terms of this policy may be the subject of agreement
81 added hereto, nor shall any such provision or condition be held
82 to be waived unless such waiver shall be in writing added hereto,
83 nor shall any provision or condition of this policy or any for-
84 feiture be held to be waived by any requirement, act or proceed-
85 ing on the part of this Company relating to appraisal or to any
86 examination herein provided for; nor shall any privilege or per-
87 mission affecting the insurance hereunder exist or be claimed by
88 the insured unless granted herein or by rider added hereto.
89 Cancellation This policy shall be cancelled at any time
90 of policy. at the request of the insured, in which case
91 the Company shall, upon demand and sur-
92 render of this policy, refund the excess of paid premium above
93 the customary short rates for the expired time. This policy
94 may be cancelled at any time by the Company by giving to the
95 insured a five days' written notice of cancellation with or with-
96 out tender of the excess of paid premium above the pro rata
97 premium for the expired time, which excess, if not tendered,

98 shall be refunded on demand. Notice of cancellation shall state
99 that said excess premium (if not tendered) will be refunded on
100 demand.
101 **Pro rata liability.** This Company shall not be liable for a
102 greater proportion of any loss or damage
103 than the amount hereby insured shall bear to the whole
104 insurance covering the property, whether valid or not and
105 whether collectible or not.
106 **Noon.** The word "noon" herein means noon of
107 standard time at the place of loss or damage.
108 **Mortgage**
109 **interests.** If loss or damage is made payable, in whole
110 or in part, to a mortgagee not named herein
111 as the insured, this policy may be cancelled
112 by giving to such mortgagee a ten days'
113 written notice of cancellation. Upon failure of the insured to
114 render proof of loss such mortgagee shall, as if named as insured
115 hereunder, but within sixty days after notice of such failure, ren-
116 der proof of loss and shall be subject to the provisions hereof as
117 to appraisal and times of payment and of bringing suit. On pay-
118 ment to such mortgagee of any sum for loss or damage here-
119 under, if this Company shall claim that as to the mortgagor or
120 owner, no liability existed, it shall, to the extent of such pay-
121 ment be subrogated to the mortgagee's right of recovery and
122 claim upon the collateral to the mortgage debt, but without
123 impairing the mortgagee's right to sue; or it may pay the mort-
124 gage debt and require an assignment thereof and of the mortgage.
125 Other provisions relating to the interests and obligations of such
mortgagee may be added hereto by agreement in writing.

126 **Requirements in**
127 **case of loss.** The insured shall give immediate notice, in
128 writing, to this Company, of any loss or
129 damage, forthwith separate the damaged and undamaged
130 personal property, put it in the best possible order, furnish a
131 complete inventory of the destroyed, damaged and undamaged
132 property, stating the quantity and cost of each article and the
133 amount claimed thereon; and, the insured shall, within sixty
134 days after the fire, unless such time is extended in writing by
135 this Company, render to this Company a proof of loss, signed
136 and sworn to by the insured, stating the knowledge and belief
137 of the insured as to the following: the time and origin of the fire,
138 the interest of the insured and of all others in the property, the
139 cash value of each item thereof and the amount of loss or damage
140 thereto, all incumbrances thereon, all other contracts of in-
141 surance, whether valid or not, covering any of said property,
142 any changes in the title, use, occupation, location, possession, or
143 exposures of said property since the issuing of this policy, by
144 whom and for what purpose any building herein described and
145 the several parts thereof were occupied at the time of fire; and
146 shall furnish a copy of all the descriptions and schedules in all
147 policies and if required, verified plans and specifications of any
148 building, fixtures or machinery destroyed or damaged. The
149 insured, as often as may be reasonably required, shall exhibit
150 to any person designated by this Company all that remains of
151 any property herein described, and submit to examinations
152 under oath by any person named by this Company, and
153 subscribe the same; and, as often as may be reasonably
154 required, shall produce for examination all books of account,
155 bills, invoices, and other vouchers, or certified copies thereof,
156 if originals be lost, at such reasonable time and place as may

157 be designated by this Company or its representative, and shall
158 permit extracts and copies thereof to be made.
159 **Appraisal.** In case the insured and this Company shall
160 fail to agree as to the amount of loss or
161 damage, each shall, on the written demand of either, select
162 a competent and disinterested appraiser. The appraisers
163 shall first select a competent and disinterested umpire; and
164 failing for fifteen days to agree upon such umpire then, on
165 request of the insured or this Company, such umpire shall be
166 selected by a judge of a court of record in the state in which
167 the property insured is located. The appraisers shall then
168 appraise the loss and damage stating separately sound value
169 and loss or damage to each item; and failing to agree, shall
170 submit their differences only, to the umpire. An award in
171 writing, so itemized, of any two when filed with this Company
172 shall determine the amount of sound value and loss or
173 damage. Each appraiser shall be paid by the party selecting
174 him and the expenses of appraisal and umpire shall be paid
175 by the parties equally.

176 Company's options. It shall be optional with this Company to
177 take all, or any part, of the articles at the
178 agreed or appraised value, and also to
179 repair, rebuild, or replace the property lost or damaged with
180 other of like kind and quality within a reasonable time, on
181 giving notice of its intention so to do within thirty days
182 after the receipt of the proof of loss herein required; but
183 Abandonment. there can be no abandonment to this Com-
184 pany of any property.
185 When loss The amount of loss or damage for which
186 payable. this Company may be liable shall be pay-
187 able sixty days after proof of loss, as herein
188 provided, is received by this Company and ascertainment of
189 the loss or damage is made either by agreement between the
190 insured and this Company expressed in writing or by the
191 filing with this Company of an award as herein provided.
192 Suit. No suit or action on this policy, for the
193 recovery of any claim, shall be sustainable
194 in any court of law or equity unless all the requirements of
195 this policy shall have been complied with, nor unless com-
196 menced within twelve months next after the fire.
197 Subrogation. This Company may require from the insured
198 an assignment of all right of recovery
199 against any party for loss or damage to the extent that pay-
200 ment therefor is made by this Company.
