

中国太平洋财产保险股份有限公司

工业财产一切险条款

第一部分 - 意外损坏（物质损失）保险

保险人同意按照本保单的条款、定义、除外责任、规定及条件，对于保单明细表中载明的任一保险财产，在保险期间内（或保险人接受续保保费的后续期间内）因意外事故发生损毁或灭失时，保险人将根据本保单条款，由被保险人自主选择以下方式赔付：

- 1、按保险财产在损失或灭失时的实际价值赔付；
- 2、按财产损坏的修复金额赔付；
- 3、由保险人选择按条款约定对该财产或其部分进行重建或重置。

但保险人在本保单项下的赔偿责任，在任何情况下均不得超过以下限额：

(i) 保险财产发生损毁、灭失或损坏时，保险明细表中载明的总保险金额；或任一保险项目对应的保险金额，或其他约定的责任限额。

(ii) 在同一保险期间内，扣除因其他损毁、灭失或损坏已赔付金额后剩余的保险金额（或责任限额），但保险人已同意恢复保险金额（或责任限额）的情况除外。

本保单包含保险明细表、说明及批单，前述文件应一并解读，共同构成一份完整的保险合同。本保单任一部分赋予特定含义的词语及表述，在本保单全文中出现时均应具有相同含义。

定义：

- 1、“损坏”一词，指保险财产的灭失、损毁或损坏。
- 2、“约定风险”一词，指自然灾害及意外事故，包括但不限于以下危险情形：火灾、雷击、爆炸；航空器或其他空中装置及其坠落物；暴动、民众骚乱、罢工者、被停工工人、参与劳资纠纷人员的行为；盗窃以外的恶意行为人的行为；地震、台风、龙卷风、海啸、暴风、洪水、冰雹等自然灾害；任何水箱、设备或管道的漏水；任何机动车辆或动物的撞击。

保险期间

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。

除外责任

下列各项为本保险单的责任免除项目：

1.以下原因造成的损坏，或属于以下情形的损坏：

1.1 保险财产的内在缺陷、潜在瑕疵、自然损耗、磨损、霜冻、地下水位变化，及其自身设计缺陷或材料缺陷。

1.2 航空器或其他空中装置以亚音速或超音速飞行时产生的压力波导致的损坏
但本除外责任不包括由非本保单除外原因直接引发的后续损坏。

2.以下原因造成的损坏，或属于以下情形的损坏：

2.1 由被保险人或其雇员因工艺缺陷、操作失误或遗漏导致损失或保险标的本身的损坏，但本除外责任不包括以下两类：

- (a) 由约定风险直接导致的、且非本保单其他除外情形涵盖的损坏；
- (b) 由非本保单除外原因直接引发的后续损坏。

3.以下原因造成的损坏，或属于以下情形的损坏：

3.1 由腐蚀、生锈、湿腐或干腐、收缩、蒸发、重量减少、潮湿、干燥、污损、刮擦、虫蛀或鼠害导致损坏或保险标的本身的损坏；

3.2 以及保险财产的颜色、味道、质地或外观发生变化；

3.3 盗窃或盗窃未遂。

3.4 锅炉、省煤器、过热器、压力容器或与其相连的任一蒸汽管道和给水管道的接口泄漏、焊缝损坏、破裂、断裂、坍塌或过热；

3.5 特定机器、设备或装置因自身发生机械故障、电气故障或运行失常，但本除外责任不包括以下：

(a) 由约定风险或其他任何意外灭失、损坏造成的、且非本保单其他除外情形涵盖的该类损坏；

(b) 由非本保单除外原因直接引发的后续损坏。

4. 本保单对污染或玷污导致的保险财产灭失、损毁或损坏不予承保，但本除外责任不包括由下列原因导致的、且非本保单其他除外情形涵盖的保险财产灭失或损坏：

(a) 由约定风险导致的污染或玷污引发的保险财产损失；

(b) 由污染或玷污导致的约定风险引发的保险财产损失。

5. 以下原因造成的损坏，或属于以下情形的损坏：

5.1 新建建筑物的正常沉降或沉降稳定过程；

5.2 保险财产的不明原因失踪、盘点短缺，或信息文件的错放、漏存。

6. 建筑物或构筑物因自身坍塌或开裂导致的损毁或损坏，除非该坍塌或破裂由未被本保单其他条款除外的约定风险造成，否则本保单不予承保。

7. 露天存放的可移动财产、围栏及大门因风、雨、冰雹、冻雨、雪、洪水或灰尘造成的损坏。

8. 下列情形导致的保险财产的损坏：

8.1 冰冻造成的损坏；

8.2 水箱、设备或管道漏水造成的损坏；

8.3 空置或未使用建筑物，由非代表任何政治组织或与任何政治组织无关的恶意行为（非火灾或爆炸）导致的损坏；

9. 下列标的的损坏

9.1 珠宝、宝石、贵金属、金银条块、毛皮、古玩、艺术品或珍本书籍；

9.2 现金、支票、邮票、债券、信用卡或任何种类的有价证券；

但由未被本保单其他条款除外的约定风险直接导致的上述财产损失除外。

10. 本保单不承保下列财产，但本保单中明确列明承保的除外：

10.1 领有道路行驶牌照的车辆（含车上附属设备）、房车、拖车、铁路机车、铁路车辆、船舶或航空器；

10.2 在建或安装中的财产或构筑物，以及与所有此类在建财产相关的材料或物资；

10.3 土地、道路、人行道、码头、突堤、桥梁、涵洞或挖掘工程；

10.4 牲畜、生长中的农作物或树木；

11. 若保险财产损失发生时，由被保险人或代表其利益的第三方投保海上保险（无论海上保险是否已生效），则本保单仅对超出海上保险赔付金额的部分承担责任。

12. 任何已由被保险人自行安排或代表被保险人安排其他专属保险的财产，本保单不予承保。

13. 本保单不承保由下列原因导致的保险财产损失：因战争、入侵、外敌行为、敌对行动（无论是否宣战）、内战、叛乱、革命、暴动、军事政变或篡夺政权行为，以及政府或任何公共当局实施的国有化、征用、征收、扣押或销毁行为，所造成的损坏。

14. 本保单对下列原因直接或间接导致的任何财产的灭失、损毁，或由此产生的任何损失或费用，不予承保：

(a) 任何核燃料、核燃料燃烧产生的核废料所释放的电离辐射或放射性污染；

(b)任何核装置或其核部件的放射性、毒性、爆炸性或其他危险性。

15.本保单不承保任何类型或性质的间接损失或间接损坏，但本保单明确承保的租金损失除外。

通用条款

1.比例分摊（不足额保险）条款

本保单中每一项（各栏目下）的保险金额（除仅适用于费用、租金、清理残骸或私人住宅的条款外），均单独适用比例分摊条款。

凡约定适用比例分摊的保险金额，若在损坏发生时，该保险金额低于对应承保财产的实际价值，则保险人就损坏应赔付的金额，按比例相应减少。

本保单所载其他条件均不变。

2.爆炸条款

对于被保险人所有或控制的、符合相关法律法规强制性检验要求的任何容器、机器或设备及其内装物，因内部发生爆炸导致的灭失或损坏的保险保障，需以该容器、机器或设备已投保提供所需检验服务的保单或签订相关合同为前提条件。

本保单所载其他条件均不变。

3.免赔额

本保单不赔偿保险明细表中列明的，在适用本保单所有其他条款及条件（包括比例分摊（不足额保险）条款）后确定的每一项损失的免赔额部分。

4.购买方权益条款

若在损坏发生时，被保险人已签订合同出售本保单项下所承保建筑物的权益，但买卖交易尚未完成且后续将完成，则在交易完成后，若购买方自行或委托他人为该财产另行投保，则购买方有权享有本保单项下的保障，在交易完成前，不影响被保险人或保险人的权利与义务。

本保单所载其他条件均不变。

通用条件

1. 保单可撤销条款

若被保险人对任何重要事项上存在不实陈述、描述不当或未予告知，本保单可被撤销。

本保单所载其他条件均不变。

2. 变更条款

本保单生效后，若保险财产发生下列任一变更情形，除非保险人书面认可，否则本保单就该部分保险财产的保险责任终止：

- (a) 保险财产被转移；
- (b) 保险财产面临的损失风险增加；
- (c) 被保险人对保险财产的保险利益终止，但因遗嘱继承或法律规定的除外。

本保单所载其他条件均不变。

3.保证条款

本保单或其任一项目所适用的各项保证，自保证生效之时起，在整个保单有效期内持续有效。若被保险人未遵守任何保证，且该违约行为导致财产损失风险增加，则被保险人就该损坏提出的任何索赔均将被拒绝，但若本保单续保时，对于续保期间发生的财产损失，不得因续保开始前未遵守上述保证而拒绝相关索赔。

本保单所载其他条件均不变。

4.合理预防条款

被保险人应采取一切合理预防措施，防止承保财产发生损坏。

本保单所载其他条件均不变。

索赔条件

1.被保险人的义务

在发生损坏时，被保险人应履行以下义务：

- (1) 立即通知保险人；
- (2) 若发现损坏由恶意行为导致，应立即通知公安机关；
- (3) 采取并允许采取一切合理可行的措施，防止损坏进一步扩大；
- (4) 被保险人自行承担费用，在损坏发生后 90 天内（若损失是由暴动、民众骚乱、罢工者、被停工工人或参与劳资纠纷人员或恶意行为人造成，则需 7 天内），或保险人同意的延长期限内，向保险人提交以下材料：
 - (i) 关于灭失、损毁或损坏财产明细及损失金额的详细书面说明；
 - (ii) 关于本保单项下财产的其他保险详情；
 - (iii) 保险人合理要求的与索赔相关的所有证明材料和信息；
 - (iv) 若保险人提出要求，需提交关于索赔真实性及相关事宜的法定声明。

2.欺诈条款

若被保险人在索赔中存在任何欺诈行为，或被保险人或其代表采用欺诈手段获取本保单项下的任何保障，或损坏是由被保险人故意行为导致或经其默许，则被保险人将丧失本保单项下的全部保障权益。

本保单所载其他条件均不变。

3.重建修复条款

若保险人需对保险财产进行重建或修复，被保险人应自行承担费用，应保险人合理要求准备所有设计图纸、文件、账簿及相关信息材料给保险人。保险人无需严格按照原财产状况进行重建或重置，仅需在情况允许的范围内，以合理充分的方式进行；且在任何情况下，保险人对任一投保项目的支出不得超过其保险金额。

本保单所载其他条件均不变。

4.保险人在索赔后的权利

在发生本保单项下可索赔的损坏时，保险人及经保险人授权的人员可进入损失发生场所，占有或要求被保险人交付保险财产，并为合理目的以合理方式处置该财产，且此举不导致保险人承担任何责任，也不削弱保险人在本保单项下的任何权利。若被保险人未遵守本条款约定，保险人有权拒绝赔付任何索赔款。

无论保险人是否已占有保险财产，被保险人不得将保险财产委付予保险人。

本保单所载其他条件均不变。

5.重复保险与比例分摊条款

若损坏发生时，被保险人或代表其利益的第三方已就受损保险财产投保其他保险，则本保险人仅对该损坏承担比例分摊责任。

若其他保险适用比例分摊（不足额保险）条件，即使本保单未约定该条款，本保单也将同样适用比例分摊规则。

若其他保险约定其全部或部分不与本保单共同承担比例分摊责任，则赔偿责任限于本保单保险金额与保险财产价值的比例所对应的损坏部分。

本保单所载其他条件均不变。

6.凡中华人民共和国境内（不含香港、澳门特别行政区和台湾地区，下同）的政府机构、企事业单位、社会团体、个体经济组织及其他合法成立的组织均可成为本合同的投保人和被保险人。

附注

1.复制费用条款

兹经双方同意并约定，由于保险事故造成被保险人所有的或管控的文件、帐册、图表、技术资料、计算机软件及资料发生损失，保险人按照本保险合同的约定负责赔偿上述财产的载体材料价值和书写、拷贝或重新绘制的人工费用，不包括其内含信息对于被保险人的价值。

本附加条款项下保险人的赔偿责任不超过本保险合同中载明的相应赔偿限额。

本保单所载其他条件均不变。

2.临时保护条款

兹经双方同意并约定，本保单负责赔偿被保险人在本保单项下承保的风险发生时，为防止保险财产损失进一步扩大而进行合理的临时或永久性的修理所产生的必要费用（被保险人应保留上述修理支出的详细记录）。

每次事故赔偿限额由保险双方约定并在保单中载明。

本保单所载其他条件不变。

3.锅炉和压力容器扩展条款

兹经双方同意并约定，本保单扩展赔偿被保险人因以下原因引起的损失：

(a) 任何锅炉、省煤器和压力容器（包括其支架、配件、管道、阀门和其他装置，以下简称“设备”）爆炸或塌陷造成或引起的该设备本身的物质灭失或损坏。

(b) 因此类灭失或损坏导致业务中断或受到干扰所造成的损失。

释义：

(a) “爆炸”指设备内部蒸汽或流体压力的作用导致设备永久结构的突然和猛烈破裂，造成结构的任何部分发生位移并伴随内容物的强力喷出。除蒸汽测试（压力不超过检验机构允许的最大压力）外，“爆炸”不应指任何测试下的失效。

(b) “塌陷”指蒸汽或流体压力的作用导致设备永久结构任何部分的突然且危险的变形，无论是弯曲或压碎，无论是否伴随破裂。除蒸汽测试（压力不超过检验机构允许的最大压力）外，“塌陷”不应指任何测试下的失效。

(c) 以下缺陷不构成“爆炸”或“塌陷”，即使可能需要修理或更换：

(i) 设备材料的磨损或消耗，无论是由泄漏、腐蚀、燃料作用或其他原因造成；

(ii) 设备任何部分缓慢发生的变形或扭曲；

(iii) 裂缝、断裂、起泡、分层、瑕疵或沟槽，即使伴随因过热或接缝、管道或设备其他部分泄漏导致的管道、集管或设备其他部分的泄漏或损坏；

(iv) 接合处失效；

但由任何此类缺陷引起的爆炸或塌陷不在此排除之列。

(d) 以下情况，如果设备在灭失或损坏发生时，保险人对任何设备的灭失或损坏不承担赔偿责任：

(i) 该特定设备项目上的安全阀负荷超过了根据任何适用的法规或条例颁发的最新证书所允许的负荷；或

(ii) 任何限制压力的安全阀被移除或变得无效；或

(iii) 在根据任何法规或条例需要检验证书的情况下，该设备尚未获得正式认证；

除非投保人能够证明投保人未同意在上述(d)(ii)分段所述的任何情况下运行该设备；或

(iv) 该设备正在接受任何液压测试且损坏由此造成。

检查设备的正确运行或其安全装置的运行，在(d)(iv)的语境下不被视为进行液压测试。

每次事故免赔额由保险双方约定并在保单中载明。

本保单所载其他条件不变。

4.小型工程扩展条款

兹经双方同意并约定，本保单自动扩展承保对保险标的进行的改建、重建、扩建、维护、测试调试、改造工程，因本保单承保的风险所导致损失。**保险期间内单一工程合同金额不得超过：由保险双方约定并在保单中载明，且保险期间内上述所有工程的合同总金额不得超过：由保险双方约定并在保单中载明。**

每次事故免赔额由保险双方约定并在保单中载明。

本保单所载其他条件不变。

5. 灭火费用

兹经双方同意并约定，被保险人为扑灭本保险合同中载明的保险标的地址内或毗邻场所直接威胁波及保险标的地址的火灾而发生的下列必要及合理的费用，保险人按照本保险合同的约定负责赔偿：

（一）对在灭火过程中使用过的灭火器材重新填充的费用；

（二）被保险人的雇员在灭火过程中直接损毁的个人物品。

本附加条款项下保险人的赔偿责任不超过本保险合同中载明的相应赔偿限额。

本保单所载其他条件不变。

6. 额外费用条款

兹经双方同意并约定，如果保险财产的任何部分遭受保险人应予负责的损失，本保险合同项下的赔偿将扩展包括：

（a）快递或专递任何零部件所产生的必要费用；

（b）进行经认可的恢复、更换或修理时，为加快恢复、更换或修理所支付的必要的加班费用，包括周日、节假日及夜班的加班费。

本附加条款项下保险人的赔偿责任不超过本保险合同中载明的相应赔偿限额。

本保单所载其他条件不变。

7. 看护、保管和管理财产条款

兹经双方同意并约定，本保单扩展承保在被保险人依法应赔偿的，因保险事故造成对被其看护、保管或管理之下的财产损失金额。但须遵守以下规定：

(a) 责任限额：由保险双方约定并在保单中载明。

(b) 如果向被保险人提出索赔或提起诉讼，被保险人应立即将其或其代表收到的每一项要求、通知、传票或其他法律文件转交给保险人。

本附加条款项下保险人的赔偿责任不超过本保险合同中载明的相应赔偿限额。

本保单所载其他条件不变。

8. 供应中断扩展条款

兹经双方同意并约定，由于本保险合同中载明地址内供应电、水、气及其他能源的设备遭受保险事故致使供应中断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。

每次事故免赔额由保险双方约定并在保单中载明。

本保单所载其他条件不变。

9. 清理残骸费用扩展条款

兹经双方同意并约定，本保单承保因本保单承保风险导致保险标的损毁或损坏而产生的残骸清除、拆卸、拆除、支撑或加固所需的必要成本和费用。

本附加条款项下的赔偿限额不超过本保险合同中载明的相应赔偿限额。

保险人不承担从损毁或损坏财产所在地及其紧邻区域以外的地点清除残骸所产生的任何成本或费用。

本保单所载其他条件不变。

10.公共当局扩展条款

兹经双方同意并约定，因保险事故造成保险标的的损失，在重建或修复时，由于必须执行公共当局的有关法律、法令、法规产生的额外费用，保险人按照本保险合同的约定负责赔偿。但以下列约定为条件：

(a) 下列情况下执行上述法律、法令、法规产生的额外费用，保险人不负责赔偿：

(i) 本条款生效之前发生的损失；

(ii) 本保险责任范围以外的损失；

(iii) 发生损失前被保险人已接到有关当局关于拆除、重建的通知；

(iv) 未受损保险标的（但不包括被保险的地基）的修复、拆除、重建；

(b) 因遵守任何上述法规或细则而可能就保险标的或其所有者应付的任何税费、关税、摊派或评估费用，以及因资本增值而产生的金额；

B. 被保险人的重建、修复工作必须立即实施，并在损失发生之日起十二个月或经保险人书面同意延长的期限内完工；若根据有关法律、法令、法规及其附则，该受损保险标的必须在其它地点重建、修复时，保险人亦可赔偿，但保险人的赔偿责任不得因此增加。

C. 若在本保险合同项下保险标的受损，但按本保险合同约定，保险人的赔偿责任减少时，则本附加条款项下的赔偿责任也相应减少。

D. 保险人对任何一项受损保险标的的赔偿金额不得超过该项目在本保险合同中列明的保险金额。

本附加条款项下的赔偿限额由保险双方约定并在保险单中载明。

本保单所载其他条件不变。

11.临时移动

本保险扩展承保保险财产在中国境内因临时移离进行清洁、翻新、修理或其他类似目的期间的损失。本附加条款的赔偿限额由保险双方约定并在保险单中载明，且本处适用的免赔额由保险双方约定并在保险单中载明（本保单其他部分载明的免赔额除外）。

本保单所载其他条件不变。

12.合理预防措施条款

兹经双方同意并约定，被保险人应维持财产处于良好维修状态，并采取一切合理预防措施以防止其损坏，但保险人同意被保险人可以（无需通知保险人）关闭火灾探测和保护系统，仅用于例行维护和例行清洁，但每次事故关闭时间不超过 72 小时。如果关闭时间超过 72 小时，被保险人应在超过 72 小时之前通知保险人。

本保单所载其他条件不变。

13.品牌或商标条款

兹经双方同意并约定，若由于任何带有或暗示着制造商或被保险人的承诺或责任的品牌的被保险财产遭受任何保险责任范围内的损失，保险人将按惯例自负费用清理掉上述受损财产上带有的品牌、商标或其他标志性特征后再计算受损财产的残值。

被保险人全权拥有保单下的包括受损财产在内的所有商品，并保留对受损商品的控制。被保险人应该合理判断包括受损财产在内的所有商品是否适合消费。

若被保险人认为该商品不适合消费，则该商品只能由被保险人自己或经过被保险人的同意才能够被出售或作其他处置。但是被保险人应该将处理残值的所得转交给保险人或保险人相应减少本保单项下的赔付。

本保单所载其他条件不变。

14.合同价格条款

兹经双方同意并约定，如果因被保险财产在已经销售但尚未交付或未运抵购买方之前发生保险事故遭受损失，导致销售合同取消，保险赔款应按销售合同价格计算理赔。

本保单所载其他条件不变。

15.72 小时条款

兹经双方同意并约定，本保险合同项下保险标的在连续 72 小时内遭受地震、台风、暴风雨、风暴或洪水所致损失应视为一单独事件，在计算赔偿时视为一次保险事故。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。

若一次或多次地震、台风、风暴、暴风雨或洪水的影响持续至本保单到期日后，且该 72 小时期间在本保单到期日前已开始，则本保单对该 72 小时期间内发生的所有损失和/或中断均承担保险责任。

本保单所载其他条件不变。

16.公共当局条款

兹经双方同意并约定，本保单扩展承保因任何公共当局为防止本保险所承保的风险引发的火灾蔓延而下达命令，导致本保单承保财产损毁的损失。**本附加险项下的每次赔偿限额由保险双方约定并在保险单中载明。**

本保险所载其他条件不变。

17.专业费用条款

兹经双方同意并约定，保险人负责赔偿被保险人因保险人保单项下承保风险造成保险财产损失后，在重置、恢复、修理过程中发生的必要的设计师、检验师及工程咨询人费用或其他专业顾问费用（含独立工程师费用），**上述赔偿费用金额不得超过损失发生时相关专业机构现行收费标准。**

本附加险项下的赔偿限额由保险双方约定并在保单中载明。

本保险所载其他条件不变。

18.工程期转运营期保险无缝连接条款

兹经双方同意并约定，对于由被保险人建造或安装的财产，保险责任应自该新财产实际完工或经承包商、供应商或其代理人验收完成交付之时起生效。

若因定期及常规维护与检查工作，需部分或分段关闭消防设施运行，**被保险人必须采取所有必要且合理的预防措施与手段，并遵循标准内部程序和指南，以最大限度降低风险暴露。**

本条款适用以下定义：

a) 财产实际完工与认证移交

i) 建筑物

建筑物的移交或投入使用，应在通过合格工程师或相关地方主管部门全部必要检验后生效，但最迟不得晚于工艺设备测试开始之时；

ii) 设施

业主对设施的接管或投入运行，应在完成该特定设施全部测试并经《设施验收记录》确认后生效，但最迟不得晚于工艺设备测试开始之时；

iii) 工艺设备、机械及厂房

工艺设备、机械及厂房的移交，应自其完成安装、吊装、连接及测试，并妥善记录形成书面文件（包括但不限于内部电子邮件系统），且经安装团队合格工程师签署确认安装财产已转移至运营部门之时起生效。被保险人承诺应保险人的要求提供该书面文件供检查和核实。

工具与设备的测试，应自向工具或设备输入反馈信号时起视为开始。但需《设备验收测试记录》确认，且表明该设备已可随时由被保险人投入商业运营使用。
本保险所载其他条件不变。

19.第一受益人条款

兹经双方同意并约定，应被保险人要求，本保单的第一受益人由保险双方约定并在保险单中载明。
本保险所载其他条件不变。

20.自动喷淋装置系统泄漏条款

兹经双方同意并约定，在被保险人已支付约定的附加保险费的前提下，本保险扩展承保本保单明细表中列明的保险财产因自动喷淋系统泄漏、爆裂直接造成或导致的意外水损或水污染损失。
但保险人对下列原因引起的水损不承担赔偿责任：

- 1.建筑物闲置期间因严寒导致的损失；
- 2.闲置或废弃的喷淋系统导致的损失。

本处适用的免赔额由保险双方约定并在保险单中载明（本保单其他部分载明的免赔额除外）。
本保单所载其他条件不变。

21.无控制权条款

兹经双方同意并约定，本保险不因被保险人在其无法控制的任何场所无法履行保单或批单中规定的任何保证或条件而受影响。
本保单所载其他条件不变。

22.烟熏损坏条款

兹经双方同意并约定，本保单扩展承保因烟熏造成的被保险财产的直接损失或损坏。
本保单所载其他条件不变。

23.碰撞损坏条款

兹经双方同意并约定，本保险扩展承保非被保险人或其任何雇员所有或控制的运输工具、马匹或牲畜碰撞被保险建筑物、其围墙、大门或栅栏，或其它保险标的财产引起的直接损失或损坏。
本条款项下适用的免赔额由保险双方约定并在保单中载明，此免赔额独立于本保单其他部分所载的免赔额。
本保单所载其他条件不变。

24.违反条件条款

兹经双方同意并约定，如果任何被保险人在本保单项下提出索赔时违反了合同约定的条件和保证时，仅使被保险人这些违反的权利受到影响，而任何其他被保险人的权利和保障不受到损害或影响。
本保单所载其他条件不变。

25.罢工、暴动、民众骚乱条款

兹经双方同意并约定，本保单扩展承保因罢工、暴动及民众骚乱所引致的承保财产损失或损坏，包括：

- （1）由任何罢工人员在本保单列明地点内实施的行为所造成的损失或损坏；
- （2）在罢工、暴动及民众骚乱期间，因发生抢劫造成保险财产的损失。

本保单所载其他条件均不变。

26. 重新安装费用条款

兹经双方同意并约定，本保险扩展承保因承保风险导致被保险机器设备损毁而发生的重新安装、就位及固定费用，**但本保单项下的的赔偿总额以保险金额为限。**

本保单所载其他条件不变。

27. 盗窃保险条款

兹经双方同意并约定，本保单扩展承保因盗抢造成的保险财产的损失或损坏。

此处适用的免赔额由保险双方约定并在保单中载明，不同于本保单其他部分规定的免赔额。

本保单所载其他条件不变。

28. 信息技术明晰条款

兹经双方同意并约定，本条款下的财产损失指财产实体的物质损失。

财产实体的物质损失不包括对数据或软件的损坏，特别是由于删除、破坏或改变原来结构所造成数据、软件或计算机程序的损害性改变。

本条款对下列情况不予赔偿：

A. 数据或软件的灭失或破坏，特别是由于删除、破坏或改变原来结构造成数据、软件或计算机程序的损害性改变，包括因此而导致的营业中断损失。但本条款对于因数据、软件的损坏而造成被保险财产实体的物质损失予以赔偿。

B. 因数据、软件或计算机程序的功能、可用性、使用范围、可获取性遭到破坏而造成的灭失或损坏，包括因此而导致的营业中断损失。

本保单所载其他条件不变。

29. 指定公估人条款

兹经双方同意并约定，若发生本保单承保范围内的任何损失，且该损失金额超过由保险双方约定并在保单中载明的金额，则该损失的理算工作应由下述任一公估公司及公估人，依据本保单条款与条件进行：

被保险人有权在发生本保单承保损失时，从上述公司中选择一家，**但须事先通知保险人**；或者，被保险人有权在发生本保单承保损失时选择其他公估人，但须事先获得首席保险人的同意。

若将产生公估人费用，保险人应预先将估算金额存入被保险人指定账户，被保险人在接受公估人提供的理算报告后负责支付该费用。

若公估人的实际费用超过保险人预先支付的估算金额，保险人应在支付最终赔款时将该差额支付给被保险人。

本保单所载其他条件不变。

30. 场外存储条款

兹经双方同意并约定，本保单扩展承保在保单明细表指定地点之外的其他场所存储的保险财产，但该场外财产的价值须已包含于总保险金额之内，并须遵守下列规定：

1. 场外存储地点由保险双方约定并在保单中载明

2. 场外财产价值由保险双方约定并在保单中载明

3. 存储期限由保险双方约定并在保单中载明

4. 免赔额由保险双方约定并在保单中载明

5. 赔偿限额：每次事故最高赔偿额由保险双方约定并在保单中载明

本保单所载其他条件不变。

31. 被保管、控制及管理的财产扩展条款

兹经双方同意并约定，本保单扩展承保属于被保险人所有或由被保险人保管、控制或存储的存货及库存，在仓储或运输期间因意外事故所遭受的损失。

本扩展条款项下适用的免赔额由保险双方约定并在保单中载明，此免赔额独立于本保单其他部分所载的免赔额。

本保单所载其他条件不变。

32. 现金保险责任扩展条款

兹经双方同意并约定，本保单扩展承保保单列明的财产地址内的现金因下列原因造成的损失或损坏负责赔偿：

1.1 火灾、雷电、爆炸；

1.2 风暴、飓风、台风、旋风、洪水、海啸、雹暴、岩崩、地震、火山喷发、地面下陷、地下火；

1.3 坠毁的飞机及飞机上的部件或物品坠落；及

1.4 暴力抢劫或入室盗窃。

被保险人应保证下列情形：

A. 保险库房条款

存放保险箱的库房必须处于安全状态，并配备适当的防盗保护系统。

B. 保险箱锁闭条款

保险箱必须符合设计规格的技术标准。且在非营业时间内，保险箱必须锁闭。

C. 钥匙保管条款

保险箱的所有钥匙及备用钥匙必须由两人（而非一人）共同保管，并于夜间移离营业处所（绝对必要情况除外），以及在处所停止营业的所有其他时间亦然。在营业时间内，上述钥匙应存放于隐蔽之处。

本保单所载其他条件不变。

33. 机器损坏扩展条款

兹经双方同意并约定，本保单扩展承保被保险财产中的机器设备及附属设备因下列原因所直接导致的、无法预见且突然发生的物质损失或损坏，且其损坏程度必须达到需要修理或更换：

1、铸造及原材料缺陷、设计错误；

2、工厂加工或安装过程中的过失、工艺不善；工人技术不善、疏忽行为；

3、锅炉缺水；

4、物质爆炸、离心力引起的撕裂、短路、放电以及本扩展条款未明确排除的任何其他电气原因。

但须遵守以下规定：

(a) 保险人对机器损坏的赔偿责任，以保单明细表中列明的分项赔偿限额为限。

(b) 保险人对下列各项不负赔偿责任：

1. 保单明细表中规定的、应由被保险人承担的每次事故免赔额；若一次事故中损失或损坏的保险财产不止一项，被保险人仅需承担其中最高的一项免赔额；

2. 可互换工具（如模具、铸模、雕刻滚筒）的损失或损坏；因使用导致易发生严重磨损或贬值的部件（如耐火衬层、破碎锤、玻璃制品、皮带、绳索、电线、橡胶轮胎）的损失或损坏；操作介质（如润滑剂、燃料、催化剂）的损失或损坏；

3. 由火灾、直接雷击、化学爆炸（锅炉内烟气爆炸除外）、灭火行为或后续拆除作业、航空器或其他空中设备及其坠落物、盗窃或盗窃未遂、建筑物倒塌、洪水、淹没、地震、地陷、滑坡、雪崩、飓风、旋风、火山喷发或类似自然灾害造成的损失或损坏；

4. 在本保单生效时已存在且为被保险人或其代表所知悉的任何故障或缺陷所引起的损失或损坏，无论保险人是否知晓该故障或缺陷；

5. 由被保险人或其代理人的故意行为或重大过失所引起的损失或损坏；

6. 作为持续运行（如磨损、气蚀、侵蚀、腐蚀、锈蚀、锅炉水垢）之直接后果的损失或损坏；但由此引发的后续损失或损坏不在此除外责任范围内；

7. 任何类型的间接损失或责任。

本保单所载其他条件不变。

34. 设备修复条款

兹经双方同意并约定，本保单同意承由于污染（特别是由烟雾、水气或灰尘引起的污染）所造成的被保险财产损失或损坏引起的合理修复费用。其中受损财产是否能修复，应由保险财产的原制造厂商判定，且实际修复工作也须由同一原制造厂商执行。

若原制造厂商已不存在或无能力履行前述职责，则受损财产的可修复性及应执行修复的机构，应由保险双方约定并在保单中载明或被保险人与保险人双方共同同意的其他合格修复公司指定，其决定对双方均具有约束力。

本保单所载其他条件不变。

35. 财产指定条款

兹经双方同意并约定，本保单的保险财产包括保额明细表中指定的所有财产。

本保单所载其他条件不变。

36. 知识产权保护条款

兹经双方同意并约定，被保险人拥有唯一所有权的保险财产，在受到损失的情况下，被保险人对其拥有完全的所有权，并保留全部受损保险财产或其部件、组件或其他相关设备的控制及所有权。

被保险人拥有或者/及其他由被保险人负责管理的受损财产，未经被保险人事先同意，不得做出售处理。如果做出售处理，而被保险人认为应在出售前去除该受损财产的品牌和商标，则相关去除费用由保险人承担。

被保险人也可以选择监督下销毁受损财产，则该受损财产应视为没有残值和遭受全损。

本保险所载其他条件不变。

37. 不失效条款

兹经双方同意并约定，凡在保险财产内发生下列情况，本保险效力不因下列原因失效：

(A) 占用性质或风险变更

在被保险人不知情的情况下，保险财产发生的任何占用性质或风险变更；但一旦被保险人知悉该等变更，应立即通知保险人，并支付自风险增加之日起附加的保险费。

(B) 工人在场工作

工人在该处所为进行维修、小型改建或一般性保养及类似目的而工作。

本保单所载其他条件不变。

38. 建筑物外部附属设施扩展条款

兹经双方同意并约定，本保单扩展承保被保险人在列明的财产地址内设置的广告牌、霓虹灯、装饰物等类因承保风险造成的损失。

兹特保证，被保险人应确保由合格人员对此类财产进行定期检查与维护。

本保单所载其他条件不变。

39. 损失通知条款

兹经双方同意并约定，，尽管本保单存在任何相反规定，在通知保险人发生或可能发生保险事故时，被保险人的权利不得因其非有意的延迟、错误、疏漏而受到损害。
本保单所载其他条件不变。

40. 恶意损坏条款

兹经双方同意并约定，本保险扩展承保本保单明细表中列明的保险财产因他人的恶意行为所致的损失。
本保单所载其他条件不变。

41. 抑制成本条款

兹经双方同意，本保单项下的保险金额，应理解为已包含为扑灭或抑制本保单承保的火灾或其他灾难的蔓延，而遭受损坏或损毁的被保险财产之价值。
本保单所载其他条件不变。

42. 关税条款

兹经双方同意，本保险扩展承保被保险人财产因遭受保险责任范围内的损失，为获得相关货品、材料及服务而产生的关税、消费税、进口税、运费、保险费及相关费用。
本保单所载其他条件不变。

43. 车辆装载条款

兹经双方同意，本保险扩展承保，若被保险人的任何车辆在载货状态下，于本保单明细表所述处所内及/或场所上过夜停留，对于该车载货物因本保单承保的任何风险所发生的损失或损坏。
本保单所载其他条件不变。

44. 非营业时间未上锁容器内现金损失条款

兹经双方同意，本保单扩展承保非营业时间内，因盗窃导致的未上锁容器内现金的损失。**但本扩展条款项下，对营业处所内现金的赔偿责任限额不得超过保单载明的金额。**

就本扩展条款而言，“盗窃”一词应指：

- (a) 在上述处所内发生的盗窃行为；
- (b) 非法藏匿于上述处所内的人员实施的盗窃或任何盗窃未遂行为。

除上述约定外，本保单的各项条款、条件及除外责任均保持不变。

45. 50%条款

兹经双方同意，若被保险利益发生损失或损坏，且该损失或损坏同时构成本保单与非水险保单项下的索赔，并在水险保单保险责任终止后才被发现，经恰当调查后仍无法确定损失原因发生于上述保险责任终止之前或之后，则双方理解并同意：本保单保险人将承担理算后索赔金额的50%，但此安排以非水险保险人也同意承担50%的赔偿份额为前提，且该赔付不影响上述保险人之间后续对赔偿责任的最终划分。

本保单所载其他条件不变。

46. 第三方保管的场外财产

兹经双方同意，本保单提供的赔偿将自动扩展至被保险人在中华人民共和国境内、由第三方场所保管且具有保险利益的一切财产。

除上述约定外，本扩展条款仍受本保单各项条款、条件及除外责任的约束。**本扩展条款项下的赔偿总额由保险双方约定并在保险单中载明。**

本保单所载其他条件不变。

47. 工具特别保障

兹经双方同意，本保单保险金额中列明的一件或多件工具发生物质性损失或损坏，不应被视为属于本保单“机器损坏扩展条款”的除外责任范畴。

第二部分-营业中断保险

在保单明细表列明的保险期间内或后续保期内（被保险人已支付或同意支付续保期间保费且保险人已接受该续保保费），如果被保险人在营业场所内用于经营的任何建筑物或其他财产或其任何部分，因本保单第一部分物质损失所承保的风险导致意外灭失、毁坏或损坏（以下称“损失”），被保险人在该营业场所经营的业务被中断或受到干扰，保险人将根据本保单明细表各项的规定，向被保险人支付因该中断或干扰所造成的损失金额。本保单所载或批注或以其他方式列明的条款、条件及除外责任为被保险人根据本保单获得赔偿的先决条件。

但须满足以下条件：

1、在损失发生时，必须存在一份针对被保险人在该场所财产权益的保险，且该保险承保此类损失，且满足以下任一情形：

- (1) 就该损失已实际进行赔偿或承认属于赔偿责任；或
- (2) 如果不是因为损失金额低于免赔额，该项损失本应该进行赔偿或承认属于赔偿责任；或
- (3) 如果不是因为其他方（非被保险人）按约定对全部或部分物质损失承担责任，该项损失本应该进行赔偿或承认属于赔偿责任。

2、保险人在任一保险期间的赔偿责任，在任何情况下均不得超过：

- (1) 对于每一项目，以明细表所列明的保险金额为限；对于全部项目，以明细表所列明的总保险金额为限；及
 - (2) 明细表中列明的任何责任限额；
- 或由保险人或其代表在本保单批注或备忘录签署的其他金额。

免赔额

本保单不负责赔偿明细表中载明的免赔额，该免赔额适用于根据本保单各项条款、条件与规定理算后的每一笔损失。

被保险人须保证在本保单有效期内不得就明细表中规定的免赔额部分另行投保。

营业中断保险-毛利润条款

在保险期间内，如果被保险人在营业场所内用于经营的任何建筑物或其他财产或其任何部分，因本保单第一部分物质损失所承保的风险导致意外损失、毁坏或损坏（以下称“损失”），被保险人在该营业场所经营的业务因此被中断或受到干扰，保险人将根据本保单第二部分备忘录及扩展条款的约定，向被保险人支付因该中断或干扰所造成的损失金额。

在损失发生时，必须存在一份针对被保险人在该场所财产权益的保险，且该保险承保此类损失，且满足以下任一情形，且满足以下任一情形：

- (1) 就该损失已实际进行赔偿或承认属于赔偿责任；或
- (2) 如果不是因为损失金额低于免赔额，该项损失本应该进行赔偿或承认属于赔偿责任；或
- (3) 如果不是因为其他方（非被保险人）按约定对全部或部分物质损失承担责任，该项损失本应该进行赔偿或承认属于赔偿责任。

因同一事故引起的所有损失索赔应作为一次索赔处理。该索赔金额以及根据本保单条款、备忘录调整后的索赔金额应扣减保单明细表列明的免赔额。

备忘录

承保项目	保险金额
第一项 - 毛利润	由保险双方约定并在保险单中载明
第二项 - 工资 (赔偿期由保险双方约定并在保险单中载明)	由保险双方约定并在保险单中载明

第一项

本保单第一项下的保险责任仅限于以下原因导致的毛利润损失：(A) 营业额减少及 (B) 经营成本增加，赔偿金额计算如下：

- (A) 营业额减少部分：毛利润率乘以赔偿期间内因物质损失所致的营业额低于标准营业额的差额。
- (B) 关于经营成本增加：仅为避免或减少赔偿期间内营业额减少而发生的必要和合理的额外开支（须以备忘录条款为限）；但该赔偿金额不得超过：毛利润率乘以因该开支而避免的营业额减少额所计算得出的金额；

减去在赔偿期间内，因物质损失发生而停止或减少的毛利润项下费用的节省部分。

若本项的保险金额低于毛利润率乘以年度营业额所得出的金额（若赔偿期超过 12 个月，则按比例增加），则赔偿金额应按比例减少。

第二项

本保单第二项的保险责任限工资损失，赔偿金额计算如下：

- (A) 营业额减少部分：

(i) 在不超过 6 个月的赔偿期限内：工资率乘以该赔偿期内减少的营业额，再减去该赔偿期内因营业中断而减少的工资支出节省部分。

(ii) 在剩余赔偿期内：工资率乘以该期间内减少的营业额，再减去该剩余赔偿期内因营业中断而减少的工资支出节省部分；但不得超过明细表中规定的工资率乘以该剩余赔偿期内减少的营业额，再加上根据第 (A) (i) 款已扣除的节省额。

注：

被保险人可选择将上述第 (A) (i) 款中所述的月数延长至明细表“合并期”项目下规定的月数；但根据第 (A) (ii) 款规定计算的金额，不得超过在该延长的月数内根据第 (A) (i) 款已扣除的节省额。

- (B) 关于营业成本增加：

第一项(B)款所述额外支出中超过该条款应付金额的部分，但不得超过若未发生该开支时根据本项第(A)(i)和(ii)款本应支付的额外金额。

若本项之保险金额低于工资率乘以年营业额（若赔偿期超过12个月，则按比例增加）所得金额，则赔偿金额应按比例减少。

定义

毛利润

指

(I) 营业额与期末存货金额之总和，减去

(II) 期初存货与特定经营费用金额之总和

注： 期初与期末存货的金额应按照被保险人惯用的会计方法计算，并合理计提折旧。

特定经营费用

1. 采购成本的100%（扣除已获折扣）
2. 工资支出的100%
3. 以下费用的100%（需要具体列明）

非持续性费用

注： 本定义中使用的词语及表述，应按照被保险人账簿及账目中通常赋予的含义进行解释。

工资

指所有员工的报酬（包括但不限于社保、奖金、假日薪酬、员工退休金、医疗费用及类似支出）。

营业额

指因在营业处所内，在经营过程中已销售并交付的货物及已提供的服务，而已经支付或应支付给被保险人的款项（扣除允许的折扣）。

赔偿期限

指自物质损失发生之时开始，直至保单明细表中所规定月数止的期间，在此期间内，企业的经营成果因该物质损失而受到影响。

毛利润率：

指在物质损失发生之日前的最近一个完整财务年度内，毛利润与营业额的比率。

工资率：

指在物质损失发生之日前的最近一个完整财务年度内，工资额占营业额的比率。

年度营业额：

指在物质损失发生之日前的十二个月期间的营业额。

标准营业额：

指在物质损失发生之日前的十二个月期间内，与赔偿期间相对应的那段时期的营业额。

标准营业额等数据应进行必要调整，以考虑企业经营趋势、以及在损失发生前后已经影响或可能影响业务的各类变化或特殊情况，甚至包括若非发生损失本可能影响业务的情况。经此调整后的数据，应能在合理可行的范围内，尽可能准确地反映出若未发生损失，企业在灾后相应时期内本应实现的经营成果。

营业额减少

指在某一期间内，因物质损失导致该期间的营业额，低于与该期间相对应的那部分标准营业额的金额。

特别条款**应收账款损失条款**

兹经双方同意，在本保单各项保险金额限额内，若存放于营业处所的应收账款记录因本保险承保的任何风险而遭受灭失、毁坏或损坏，保险人将赔偿被保险人下列损失：

- 1) 客户应向被保险人支付的所有款项，但以被保险人因该记录损失而直接导致无法收款为限；
- 2) 因该记录损失而必需产生的、超过正常收款成本的任何额外收款费用；
- 3) 为证实本扩展条款项下任何索赔而必需且合理产生的审计师费用。

但须满足：被保险人能够通过审计师出具的证明文件证实该损失，且保险人在本扩展条款项下的最高赔偿责任不得超过由保险双方约定并在保险单中载明的限额。

本扩展条款仅适用于保险期间内发生的应收账款记录灭失或损坏。

除上述约定外，本条款仍受本保单所有条款和条件的约束。

通道阻碍条款

兹经双方同意，兹约定，由于邻近营业处所的财产遭受（本保单所限定的）损坏，使营业中断或受到干扰，因而导致本保单所承保的损失而上述损坏将阻碍该财产的使用或堵塞其通道口，则不论营业处所或被保险人在营业处所内的财产是否遭受损失，这项损失均应视作由于被保险人在营业处所使用的财产遭受损坏所造成的损失。

赔偿限额由保险双方约定并在保险单中载明。

除上述约定外，本条款仍受本保单所有条款和条件的约束。

公用事业扩展条款

兹经双方同意，因被保险人所述营业处所获取电力/燃气/供水的终端供电馈线/燃气厂/水厂发生故障，导致电力、燃气或供水供应中断，且该故障直接源于向被保险人供电/气/水的公共电力供应企业的电站或变电站财产遭受（本保单所定义的）损坏，继而引起被保险人于该营业处

所经营业务的中断或干扰，其造成的本保单所承保的损失，均应视为被保险人在营业处所使用的财产遭受损坏所造成的损失。

但约定，若损失由政府部门、市政或地方主管部门或供应机构的故意行为（该行为并非仅为保障生命安全或保护供应机构系统任何部分而实施）导致，或由上述任何机构行使权力暂停、限制或定量供应（该供应限制并非仅因承保风险导致供应机构发电或供电设备损坏而必需）导致，保险人不承担赔偿责任。

就本扩展条款而言，对于每一次损坏或由同一原因引起的一系列损坏，其赔偿期间规定如下：自损坏发生之时开始，至此后不超过约定天数为止的期间，且在此期限内企业的经营成果须因该损坏而受到影响。

赔偿限额由保险双方约定并在保险单中载明。

但约定，除非每次此类供应中断的持续时间超过 24 小时，否则保险人不承担任何赔偿责任。在任何诉讼、法律程序或其他程序中，若保险人主张根据本条款规定任何损失或损坏不属于本保险责任范围，则举证责任在于被保险人，需证明该损失或损坏属于承保范围。

除上述约定外，本条款仍受本保单所有条款和条件的约束。

部门经营条款

兹经双方同意，若企业的业务按部门经营，且各部门的独立经营成果可明确核算，则关于毛利润与营业额的各项规定，应分别适用于受损坏影响的每一个部门。但若所述项目的保险金额低于将每个业务部门（无论是否受损坏影响）的毛利润率乘以其相应年度营业额（若最长赔偿期超过十二个月，则按比例增加）所得出的金额之总和，则赔偿金额应按比例减少。

本保险单所载其他条件均不变。

物质损失免赔额豁免条款

兹经双方同意并约定，若仅因承保被保险人在营业处所财产利益的保险合同中，包含免除低于特定金额损失的赔偿责任之条款，而导致未就该损失进行赔偿或未认可赔偿责任，则这不应构成保险人对因该损坏导致的业务中断或干扰承担赔偿责任的一项先决条件。

本条款受本保单所有条款、除外责任及条件的约束。

损余物资销售条款

兹经双方同意并理解，若在本保单项下发生损失索赔后，被保险人在赔偿期间内进行损余物资销售，则就本次索赔而言，本保单第(1)项关于营业额减少的赔偿计算应修改如下：

关于营业额减少部分，其金额按以下方式计算：将毛利润率乘以“赔偿期限内营业额（扣除残值销售期间的营业额）因该损坏而低于标准营业额的差额”，得出的金额再减去“残值销售期间实际实现的毛利润”。

本保险单所载其他条件均不变。

客户和供应商扩展条款（对于供应商的约定和要求：由保险双方约定并在保险单中载明）

兹经双方同意并约定，在遵守本保单各项条件的前提下，因被保险人的任何供应商或客户的营业处所发生（本保单所定义的）物质损失，导致被保险人业务中断或受到干扰，继而造成的本保单所承保的损失，均应视为被保险人在自身营业处所使用的财产遭受损坏所造成的损失。

但约定，在应用本保单所有其他条款、规定和条件之后：

a. “列明的”供应商与客户：每份保单项下的分项赔偿限额，不得超过营业中断责任限额（保险金额或损失限额）的约定比例或金额。

b. “非列明的”供应商与客户:每份保单项下的分项赔偿限额,不得超过营业中断责任限额(保险金额或损失限额)的约定比例或金额。

本保险单所载其他条件均不变。

未投保固定费用条款

兹经双方同意,若任何固定费用未在本保单中投保(因在确定本保单定义的毛利润时已被扣除),则在计算本保单项下可获赔偿的“工作成本增加”金额时,仅能将额外开支中相当于“毛利润占毛利润与未投保固定费用之和的比例”的那部分金额计入。

本保险单所载其他条件均不变。

机器损坏扩展条款

本保单扩展承保因第一部分项下“机器损坏扩展条款”所承保的损坏而导致的后果损失。

本保险单所载其他条件均不变。

会计师和审计师费用条款

兹经双方同意并约定,保险人为调查或核实本保单项下任何索赔所需之被保险人账簿、其他业务账簿或文件中所包含的任何细节或详目,可由当时正为被保险人提供常规服务的注册会计师提供,其报告应构成其所涉及细节与详目的表面证据。

保险人应赔偿被保险人因上述服务而应付给注册会计师或审计师的合理费用。

除上述约定外,本条款仍受本保单各项条款、条件及除外责任的约束。

通用除外责任

核能源风险除外条款（全球范围，除美国与加拿大）

本保单不承保核能源风险，无论该等风险是直接承保或通过再保险或通过共保体或协会承保。就本协议所有目的而言，核能源风险指涉及以下各项的任何第一方或第三方保险或再保险（工人补偿保险和雇主责任保险除外）：

I. 所有位于核电站场址内的财产。

以及位于任何非核电站场址上的核反应堆、反应堆建筑及其内部的厂房和设备。

II. 所有位于任何场址（包括但不限于上述 I 中提及的场址）内，正在使用或曾用于以下目的的财产：

(a) 核能发电；或

(b) 核材料的生产、使用或储存。

III. 任何其他有资格由当地相关核保险共保体或协会承保的财产，但仅限于满足该当地共保体或协会要求的范围。

IV. 向上述 I 至 III 条所述的任何场址提供的货物和服务，除非该等保险或再保险将核材料辐照和污染风险排除。

除下述注明者外，核能源风险不包括：-

(i) 就上述 I 至 III 条所述财产（包括承包商的厂房和设备）的建造、安装、更换、修理、维护或退役所提供的任何保险或再保险；

(ii) 不属于上述 (i) 条范围的任何机器损坏险或其他工程保险或再保险。

但前提是，该等保险或再保险必须将核材料辐照和污染风险排除。

然而，上述豁免不延伸至：

就以下各项提供的任何保险或再保险：-

(a) 核材料；

(b) 任何核设施中，自引入核材料之时起（或对于反应堆装置，自燃料装载或首次临界起，如与当地相关核保险共保体或协会所约定）的高放射性区域内的任何财产。

就以下列明风险为任何其他未在上述 1 中指定的、自核材料引入该财产起直接涉及核材料生产、使用或储存的财产提供的任何保险或再保险：

1 火灾、雷电、爆炸；

2 地震；

3 航空器及其他空中设备或其坠落物；

4 辐照及放射性污染；

5 当地相关核保险共保体或协会承保的任何其他风险；

定义

“核材料”指：

(i) 能够在核反应堆外自行维持核裂变链式过程以产生能量的核燃料（天然铀和贫化铀除外），无论是单独或与其他材料结合使用；及

(ii) 放射性产品或废物。

“放射性产品或废物”指在生产过程中产生的任何放射性物质，或因暴露于核燃料生产或利用过程中产生的辐射而具有放射性的任何物质，但不包括已达到最终制造阶段、可用于任何科学、医疗、农业、商业或工业目的的放射性同位素。

“核设施”指：

(i) 任何核反应堆；

(ii) 任何使用核燃料生产核材料的工厂，或任何处理核材料的工厂，包括任何对辐照过的核燃料进行后处理的工厂；及

(iii) 任何储存核材料的设施，但不包括与此类材料运输相关的附带储存。

“核反应堆”指包含核燃料、其内部排列方式使得无需额外中子源即可发生自行维持的核裂变链式过程的任何结构。

“核材料的生产、使用或储存”指核材料的生产、制造、浓缩、调理、处理、后处理、使用、储存、操作和处置。

“财产”指所有土地、建筑物、构筑物、厂房、设备、车辆、内含物（包括但不限于液体和气体）以及所有无论何种描述的材料，无论是否固定。

“高放射性区域”指：

(i) 对于核电站和核反应堆，指直接容纳堆芯（包括其支撑和屏蔽）的容器或结构及其所有内容物、燃料元件、控制棒和辐照燃料储存库；及

(ii) 对于非反应堆核设施，指任何需要提供生物屏蔽的放射性强度的区域。

战争与恐怖主义除外责任

尽管本保险或其任何批单中有任何相反规定，双方同意本保险不承保由下列任何一项直接或间接引起、导致或与之相关的任何性质的损失、损害、成本或费用，无论是否有其他原因或事件同时或以任何其他顺序共同导致该损失：

(1) 战争、入侵、外敌行为、敌对行动或类似战争行为（无论宣战与否）、内战、叛乱、革命、起义、具有暴动性质或演变为暴动的内乱、军事或篡夺权力；或

(2) 任何恐怖主义行为。

就本保单而言，恐怖主义行为是指一个人或团体，无论其是单独行动还是代表任何组织或政府或与之相关，出于政治、宗教、意识形态或类似目的（包括意图影响任何政府或恐吓公众或任何部分公众）而实施的行为，包括但不限于使用武力或暴力或威胁使用武力或暴力。

本保单同时排除因采取旨在控制、预防、镇压或以任何方式与上述(1)和(2)项相关的任何行动所直接或间接引起、导致或与之相关的任何性质的损失、损害、成本或费用。

若保险人主张因本除外责任而导致任何损失、损害、成本或费用不属于本保险承保范围，则举证责任在于被保险人，需证明其主张成立。

若本保单的任何部分被认定为无效或不可执行，其余部分仍保持完全效力。

本保险单所载其他条件均不变。

生物或化学材料除外条款

兹经双方同意，对于因恶意使用（或威胁恶意使用）致病性或有毒性生物或化学物质而直接或间接导致、产生或与之相关的任何性质的损失、损害、费用或开支，本保险均不予承保，无论是否存在其他原因或事件同时或以任何其他顺序促成该损失、损害、费用或开支。

本保险单所载其他条件均不变。

微生物除外条款（MAP）

兹经双方同意，本保单不承保由以下原因直接或间接引起或与之相关的任何损失、损害、索赔、成本、费用或其他款项：

霉菌、霉变、真菌、孢子或任何类型、性质或描述的其他微生物，包括但不限于其存在对人类健康构成实际或潜在威胁的任何物质。

无论存在以下何种情况，本除外条款均适用：

(i) 被保险财产遭受任何物质损失或损坏；

(ii) 存在任何承保风险或原因，无论其是否同时或以任何顺序共同作用；

(iii) 发生任何使用、占用或功能方面的损失；或

(iv) 需要采取任何行动，包括但不限于修理、更换、移除、清理、消除、处置、搬迁，或为解决医疗或法律问题而采取的步骤。

本除外条款取代并优先于保单内任何全部或部分承保上述事项的规定。

电子数据除外条款

1) 电子数据除外

尽管本保单或其任何批单内有任何相反规定，兹经双方同意并约定如下：

(a) 本保单不承保因任何原因（包括但不限于计算机病毒）造成的电子数据的损失、损坏、灭失、失真、删除、破坏或更改，或由此导致不能使用、功能降低及相关成本和费用，无论是否有其他原因或事件同时或以任何其他顺序共同导致该损失。

电子数据指通过电子和机电数据处理或电子控制设备进行通信、解释或处理而转换为可用形式的事实、概念和信息，包括用于处理和操纵数据或指挥和操纵此类设备的程序、软件及其他编码指令。

计算机病毒指一组具有破坏性、有害性或其他未经授权的指令或代码，包括一组恶意引入的未经授权指令或代码（程序或其他形式），它们可以在任何性质的计算机系统或网络中进行传播。计算机病毒包括但不限于“特洛伊木马”、“蠕虫病毒”和“定时或逻辑炸弹”。

(b) 但是，若下列列明风险是由上述(a)款所述的任何事项所引致，则以本保单所有条款、条件和除外责任为前提，本保单将承保保险期间内由该列明风险直接导致的被保险财产的物质损失。

列明风险：火灾、爆炸

2) 电子数据处理介质估价

尽管本保单或其任何批单内有任何相反规定，兹经双方同意并约定如下：

若本保单承保的电子数据处理介质遭受本保单承保的物质损失或损坏，则其估价基础应为空白介质的成本加上从备份或上一代原始数据中复制电子数据的成本。这些成本不包括研发和工程费用，也不包括重新创建、收集或汇编该电子数据的任何成本。若该介质未被修复、更换或恢复，则估价基础应为空白介质的成本。但即使该电子数据无法被重新创建、收集或汇编，本保单不承保与该电子数据对被保险人或任何其他方的影响导致的损失。

本保险单所载其他条件均不变。

电子日期识别除外条款

兹经双方同意并约定，本保单不承保任何直接或间接由以下原因引起或与之相关的损失、损害、成本、索赔或费用（无论是预防性、补救性或其他性质的）：

a) 由于任何计算机系统、硬件、程序或软件，以及计算机或非计算机设备中的任何微芯片、集成电路或类似装置（无论是否为被保险人的财产）进行涉及 2000 年日期变更或任何其他日期变更（包括闰年的计算）的数据计算、比较、区分、排序或处理，或

b) 由于任何计算机系统、硬件、程序或软件，以及计算机设备或非计算机设备中的任何微芯片、集成电路或类似装置（无论是否为被保险人的财产）进行涉及日期 2000 年日期变更或任何其他日期变更（包括闰年计算）的任何更改、变动或修改。

无论是否有其他原因或事件同时或以任何其他顺序共同导致该损失、损害、成本、索赔或费用，本条款均适用。

本保险单所载其他条件均不变。

霉菌与真菌条款

兹经双方同意并约定，本保单仅承保在保险期间内，由下列列明风险直接造成被保险财产损失后，进而发生的霉菌、霉变、真菌或孢子的污染对被保险财产造成的物质损失或损坏：

火灾；地震；爆炸；雷电；风暴；冰雹；洪水或水损；车辆碰撞；航空器或船舶；暴动或民众骚乱；恶意破坏或故意行为；或消防设备的意外爆裂引起的泄露。

本保障受保单所有除外及限制条款的约束，此外，还受以下各项限制条款的约束：

1 受损财产必须已投保了因上述列明风险造成的物质损失或损坏。

2 被保险人必须在实际可行的情况下尽快将霉菌、霉变、真菌或孢子造成的物质损失或损坏的存在及其成本通知保险人，最迟不得晚于该列明风险在保险期间内首次造成该被保险财产任何物质损失或损坏之日起的六个月内，对于超六个月期限之后才通知保险人的情况，本保单不予承保。

除上述规定外，本保单不承保任何直接或间接由于任何类型、性质的霉菌、霉变、真菌或孢子引起或与之相关的损失、损坏、索赔、成本、费用或其他款项。

本保险单所载其他条件均不变。

一般备注

代位求偿权及放弃代位求偿权条款

兹经双方同意并约定，本保单项下的任何索赔人应根据保险人的要求缴纳保费，在保险人支付赔款前或后，保险人有权以被保险人的名义采取所有必要动作向任何其他方行使权利。

保险人同意，放弃其可能拥有或获得的、针对本保单项下被保险人的任何一方、其各自的母公司、子公司或关联公司、或被保险人的任何董事、高级职员、雇员或受让人、或其任何配偶或家庭成员的代位追偿权。

本保险单所载其他条件均不变。

放弃比例分摊条款

兹经双方同意并约定，根据“保险金额调整与保费分期付款”条款的规定，本保单在保期结束时进行调整保费。本保单不适用所有可能拒绝或限制损失赔偿的相关比例分摊或共保条款或规定。

本保险单所载其他条件均不变。

赔偿基础条款

兹经双方同意并约定，当发生本保单第一部分索赔时，保险人应按照本保单的条款和条件，以修复、重建、换新或财产丢失的全部成本（包括测试、调试或可靠性试验或性能测试的成本）为赔偿基础对被保险人进行赔偿，即使这些成本可能与原始成本不同。并且，保险赔偿应包括所有税费和进口关税，即使这些税费和关税是在保险起期后发生变更或后征收的，但前提是被保险人应在合理可行的情况下尽快通知保险人批增税费和进口关税对应的保险金额，并支付额外保费。

在计算被保险财产的修复、恢复或更换成本时，应考虑在计算保险金额时已做规定的成本要素。若由被保险人进行修复、恢复或更换，被保险人有权收取一笔管理费和利润。

受损财产可以在任何其他地点或位置进行修复或更换，并可采用适合被保险人要求的任何形式或方式，但不得增加保险人的责任。

在确定保险责任的情况下，在最终理赔完成前，保险人同意应被保险人要求并在公估师的建议下进行合理的预付赔款。

若本保单第一部分规定的被保险财产发生损失或损坏后，无论被保险人出于任何原因考虑决定不修复、恢复或更换受损财产，则应被保险人要求和选择，保险人应支付给被保险人一笔金额，该金额相当于被保险人修复、重建或替换保险财产时保险人应支付给被保险人的金额。

此外，应被保险人要求并选择，保险人应支付给被保险人一笔赔款，该赔款金额应由理赔师根据合格独立顾问的建议合理确定，相当于若被保险人修复、恢复或更换了损失或损坏的被保险财产，则就其在赔偿期间根据本保单第二部分本应支付给被保险人的金额。

本保险单所载其他条件均不变。

被保险财产描述条款

兹经双方同意并约定，如在确定任何被保险财产作为理赔基础产生疑问时，保险人同意接受被保险人账簿中的该项财产的指定。

本保险单所载其他条件均不变。

施救费用条款

兹经双方同意并约定，在实际或接近发生的承保风险造成承保标的损失或损坏时，为预防、保护及修复本保单项下被保险财产或相关利益，被保险人及其代理人、雇员或受让人有权进行合理必要的诉讼、加班和销售；在发生损失或损坏时，被保险人、其代理人、雇员或受让人追回、抢救和保护被保险财产的行为不被视为放弃索赔。

本保险单所载其他条件均不变。

自动恢复保险金额条款

兹经双方同意并约定，除被保险人另有约定，当发生任何保险事故损失后，本保单的保险金额将自动恢复。被保险人必须根据损失金额和剩余保险期间按短期比例计算支付额外保费。保费将按当前保险期间的现行保费率计算。

本保险单所载其他条件均不变。

多方被保险人条款

(1) 若明细表中描述的被保险人包含多个被保险人，且各被保险人均为独立运营法人，则除另有约定外，本保单的保险范围应独立适用每个被保险人，但保险人对所有被保险人的总赔偿金额不得超过保单、备忘录及批单中约定的保险金额和赔偿限额。

(2) 保险人向任何一个或多个被保险人支付的任何单笔或多笔赔款，对应减少保险人对同类责任引起索赔对应的每次及累计限额。

(3) 除与融资文件相关外，被保险人将不放弃其所签订的各种合同协议的权利，并应在其在发生损失或损坏时采取合同救济措施。

(4) 如被保险人发生故意欺诈、重大虚假陈述、重大事项未披露或违反本保单任何保证或条件的情况，保险人视为无效行为，保险人有权拒绝对相应被保险人承担保险责任或视情况向其索赔或追偿。

(5) 一个被保险人实施的无效行为，不应损害任何其他拥有保险利益且未实施无效行为的被保险人的索赔权利。

(6) 保险人同意放弃其可能拥有或获得的针对任何被保险人的所有代位追偿权，但保留对实施无效行为且由于无效行为引起相应损失的被保险人的追偿权利。

(7) 为避免歧义，保险人同意，因本备忘录拥有或可能获得的对被保险人的任何代位追偿权仅适用于实施无效行为且导致实际赔付的被保险人。

(8) 此外，对于保单的每一部分，保险人同意，若不同的被保险人就同一事故提出赔偿，保险人仅对所有索赔适用一次免赔额。

本保险单所载其他条件均不变。

资产申报条款

兹经双方同意并约定，保险责任自被保险财产移交给被保险人之日起开始生效。被保险人应在约定期间内对资产价值情况进行书面申报，具体信息应包含完成测试的新机器和设备项目名称、移交时间及更新后的总保险金额。

虽有上述申报约定，如发生保险损失，被保险人有权根据损失发生时已移交给被保险人的保险财产的价值提出索赔，索赔金额不限于书面申报的价值。

本保险单所载其他条件均不变。

保费调整条款

兹经双方同意并约定，保费应按保单明细表中规定的缴费计划进行支付。在保险期届满时，应付被保险人的实际保费将根据明细表中约定的费率和月末申报总额进行比例计算保费，并完成保费调整。若实际保费大于被保险人已支付的预付保费，被保险人应全额支付差额；若实际保费较少，则差额应退还给被保险人，但保费退费不得超过预付保费的；由保险双方约定并在保险单中载明。

本保险单所载其他条件均不变。

预付赔款条款

兹经双方同意并约定，应被保险人要求，在公估师提供中期报告后、双方赔款商定阶段由保险人向被保险人预付赔款，如最终赔款金额少于预付赔款，被保险人应当退还赔款差额。

本保险单所载其他条件均不变。

索赔准备费用条款

兹经双方同意并约定，保险人负责赔偿被保险人为准备或核实本保单项下的索赔而必然发生的合理费用。**每次事故限额由保险双方约定并在保险单中载明，该限额为第一部分物质损失与第二部分营业中断损失合并计算共用限额。**

本保险单所载其他条件均不变。

索赔合作条款

兹经双方同意并约定，尽管本保单中有任何相反规定，被保险人在本保单下获得赔偿的前提条件如下：

(a) 被保险人应在合理可行的情况下尽快将针对本保单提出的任何索赔或任何可能引发此类索赔的情况，以书面形式通知保险人。

(b) 被保险人应向保险人提供其所知的与根据上述(a)款通知的索赔或可能发生的索赔有关的所有信息，并应在合理可行的情况下尽快让保险人充分了解与之相关的所有进展情况。

(c) 被保险人应在如上所述通知保险人的索赔的调查、理算和处理过程中，与保险人及保险人指定的任何其他个人或机构合作。

一般条款

合同构成

本保单与保单明细表（明细表为本保单的组成部分）应一并解读，共同构成一份合同。凡在本保单或保单明细表任何部分赋予特定含义的词语及表述，在保单全文的任何地方出现时均应具有相同含义。

情况变更或错误描述

若已向保险人披露或保险人已知的任何情况发生任何重大变化，被保险人应在合理可行的范围内尽快将变更情况及全部详情通知保险人，保险人有权变更本保单条款。若被保险人存在未告知重大变更、未披露或虚假陈述初始提供的信息、违反本保单任何条件或保证的情形，但若该未告知、未披露、虚假陈述、违反条件或保证行为为非故意行为，且无任何欺诈行为或欺骗意图，同时投保人在知晓该情况后立即通知保险人，并接受保险人对保费及/或条款作出的合理追溯性调整，则保险人不得行使解除本保险合同的权利。

保单注销条款

自本保险生效之日起满约定天数后，被保险人可随时申请终止本保险。在此情况下，**保险人有权保留已缴保费中本保单实际生效期间对应的比例保费部分。**

权益丧失

若被保险人根据本保单提出的索赔存在欺诈行为，或为支持索赔作出虚假声明、使用欺诈手段或方法（或由他人代其实施）以获取本保单项下任何保障，则将丧失本保单项下的所有保障权益。

重复保险条款

若被保险人就本保单承保的损失或损坏，还可获得其他保险人的有效且可赔付的保险保障（无论该保险签发于本保单之前、同时或之后），且 / 或其他保险明确约定为超过本保单赔偿限额的超额保险、或与本保单同一层级的比例分保，则本保单提供的保险为基础保险，与其他保险不构成分摊关系。保险人向被保险人赔付后，有权以自身名义或被保险人名义，向上述其他保险人追偿。

争议解决

因本保单引起或与本保单有关或因违反本保单的争议、纠纷或索赔，若保险人与被保险人无法及时友好协商解决，任一方均有权向被保险人所在地有管辖权的人民法院提起诉讼，或仲裁机构提起仲裁，具体方式由保险双方约定并在保单中载明。诉讼费或仲裁费用由败诉方承担，但人民法院或仲裁机构另有判决/裁决的除外。

在诉讼/仲裁过程中，双方均不得中止、拒绝或延迟履行本保单中与诉讼主体无关的责任义务。

指定公估人条款

兹经双方同意并约定，若发生本保单承保的任何损失，且该损失金额超过由保险双方约定并在保险单中载明的金额，则应由下述任一公估人依据本保单条款与条件对该损失进行理算。

在发生本保单承保的损失时，被保险人有权在事先通知保险人的情况下从上述公估人中选择一家进行损失理算。在事先争取保险人同意的情况下，被保险人也有权选择其他公估人进行损失理算。若将产生公估费用，保险人应预先将预估的公估费用存入被保险人指定账户，被保险人在接受公估公司提供的理算报告后负责支付该费用。

若公估人的实际费用超过保险人预先支付的估算金额，保险人应在支付最终赔款时将该差额支付给被保险人。

错误与遗漏条款

兹经双方同意并约定，被保险人发生非故意的错误或遗漏，且被保险人在发现错误或遗漏后立即向保险人报告，并接受合理的保费调整，则该错误或遗漏不影响本保险的效力。

索赔处理条款

被保险人在知晓任何可能引发或大概率引发本保单项下索赔的事件，应履行以下义务：

(a) 在合理可行的范围内应尽快采取以下措施：

- (1) 采取措施减少损失或损坏，并追回遗失财产；
- (2) 以书面形式通知保险人；
- (3) 若该事件属于盗窃、涉嫌盗窃或故意破坏，应向公安机关报案并通知保险人。

(b) 在 90 日内（或保险人书面同意的延长期内），向保险人提交以下材料：

(1) 书面索赔申请，包含尽可能详细的说明、列明所有遗失或损坏的财产清单，以及每项财产的损失金额，且损失金额以损失发生时财产价值为确定依据；

(2) 若存在其他保险，需提交其他保险的详细信息。

应保险人及其代表的合理要求，被保险人应自行承担费用，随时提供与索赔相关的进一步详情、图纸、说明、账簿、凭证、发票及复印件、文件、证明材料及信息，包括损失的起因、发生情况，以及与保险人责任或责任金额相关的任何事项；同时还应提交有关索赔真实性及相关事宜的宣誓声明或其他法定形式的声明。

保险人权利

若发生本保单项下保险人应承担赔偿责任的索赔，保险人有权行使以下权利：

(a) 以被保险人名义并代表被保险人，全权处理与索赔相关的任何法律程序及理赔协商事宜；

(b) 自行承担费用，以被保险人名义提起法律程序，向第三方追偿与本保单承保范围相关的赔偿或获得补偿；

(c) 就一项/多项索赔，向被保险人支付本保单明细表中载明的保险人最高责任限额，或一项/多项索赔协商一致的更低金额（两种情形均应扣除已支付的款项）；此后，除支付该款项支

付日前已产生且保险人根据本保单应承担的费用外，保险人就该索赔不再承担任何其他赔偿责任。

在任何情况下，无论保险人是否已占有保险财产，被保险人不得将任何保险财产委付予保险人。

渗漏污染条款

本保单包含的条款（第 II、V、VI 条）可能限制或阻止本保单项下对残骸清理（按第 II 条规定）和后续损失（按第 V 条规定）的赔偿。

I. 土地、水及空气除外条款

尽管本保单（本批单为其组成部分）或任何其他批单中有任何相反规定，**本保单不承保土地（包括但不限于被保险财产所在的土地）、水或空气以及相关的任何利益或权利，无论其在何处以何种方式存在。**此除外责任不适用于在发生本保单承保的损失发生时，被保险人建筑物或构筑物内管道或消防设施中所含的水。

II. 残骸清理条款

本条款中的任何内容均不得超越本保单适用的任何渗漏及污染除外责任，或任何放射性污染除外责任，或任何其他除外责任。加入本条款绝不增加保险人在本保单或任何其他适用批单项下的责任限额。

本保单（或任何其他批单）中关于承保残骸清理的任何规定均被取消，并由以下规定取代：

1、若发生保险人同意在本保单项下赔偿的财产直接物质损失，或若非因免赔额或底层保险的应用保险人本会同意赔偿的损失（以下简称“损失”），则在本保单符合以下限制条件、本批单第 VI 条规定的计算方法及保单所有其他条款和条件的前提下，本保单承保以下费用：

(a) 针对被保险人因清理损失产生的残骸、且需要将该残骸由发生损失的营业场所移走而发生的合理且必然费用；及

(b) 被保险人在损失开始后一年内知悉并将金额通知保险人的费用；

但，本条款不承保本批单第 V 条项下规定的任何费用。

2、以第 1 条限制条件为前提，根据本批单第 VI 条计算方法可计入的残骸清理费用最高金额由保险双方约定并在保险单中载明或产生该费用的损失金额的约定比例，以较高者为准。

III. 渗漏或污染除外条款

尽管本保单（本批单为其组成部分）或任何其他批单中有任何相反规定，**本保单不承保因任何形式的渗漏或任何形式的污染及沾染（或其威胁）所引起的，或与此相关的任何判决、命令、指示、指令或要求或与之达成的任何协议，无论是否因公共或私人诉讼所致而产生、遭受或强加的如下损失：**

1 任何损失、损害、成本或费用；或

2 任何已承保损失、损害、成本或费用的增加；或

3 任何损失、损害、成本、费用、罚款、罚金或其他款项；

无论其是否由承保风险引起或导致，或源于为避免、预防、减轻、补救、清理或移除此类渗漏或污染及沾染（或其威胁）而采取的措施。

本批单中使用的“任何形式的渗漏或任何形式的污染或沾染”包括（但不限于）：

1 任何物质的渗漏或污染及沾染，包括但不限于被任何政府、公共或监管机构根据任何法律、法规、条例或法令指定为对人员、财产或环境具有毒性、危险性、有害性的物质；

2 任何危及或威胁危及人员健康、安全、福利或环境的物质的存在、出现或释放。

IV. 由渗漏或污染引起的列明风险条款

本保单按以下规定进行修订。本保单所有其他条款和条件保持不变并继续完全有效。本条款中的任何内容均不得扩展本保单适用的任何放射性污染除外责任。若下列列明风险是由渗漏或污染或沾染所引致，则不能仅凭前述渗漏污染或沾染除外条款进行除外。

列明风险：火灾、爆炸。

但，本条款中的任何内容均不得扩展承保如下责任：

- 1 由引起列明风险或由列明风险导致的任何形式的渗漏或任何形式的污染或沾染所引起的损失、损害、成本、费用、罚款或罚金，或其他款项；或
- 2 发生在列明风险发生处所以外任何地点的损失或损害；或
- 3 本保单未承保抵御该列明风险的财产或利益。

V. 由列明风险造成的物质损失所引起的有限渗漏或污染条款

除非下文第 2) 段中指定了金额，否则本条款无效且不具效力。

本保单按以下规定修订。本保单所有其他条款和条件保持不变并继续完全有效。本条款中的任何内容均不得扩展任何放射性污染除外责任，或（除本文规定外）前述渗漏或污染除外条款。加入本条款不增加保险人在本保单或任何其他适用批单项下的责任限额。

1 若符合以下条件：

(a) 下列任何列明风险是造成本保单承保的、抵御该列明风险的财产发生物质损失的唯一、直接和近因（以下简称“损失”）；且

(b) 该损失是导致以下财产发生渗漏或污染或沾染的唯一、直接和近因：

(i) 与损失处于同一处所；且

(ii) 由本保单承保、抵御引起损失的列明风险；且

(c) 所述财产因此受损（以下简称“后续损失”）；

则本保单在遵守以下附加条款和限制以及本批单第 VI 条计算方法的前提下，也承保：

(d) 该后续损失；及

(e) 被保险人因残骸清理或净化而发生的合理且必要的费用，该费用：

(i) 限于与损失同一处所；且

(ii) 完全由后续损失所必需；

但在任何情况下均不包括对土地、水或空气的净化或清理费用；

（该后续损失及残骸清理或净化费用，以下简称“后续损失总额”）；但，本保单仅在以下情况下承保该后续损失总额：

(f) 保险人已同意赔偿损失，或若非免赔额或底层保险的运作，本会同意赔偿损失；且

(g) 在引起损失的列明风险开始后一年内，被保险人知悉并已将以下金额通知保险人：

(i) 后续损失总额；

(ii) 因后续损失而将在本保单项下索赔的任何其他利益，无论是物质损失、营业中断、额外费用或其他。

列明风险：火灾、雷电、爆炸。

但，本条款中的任何内容均不得扩展承保在原始损失之前存在的任何状况，也不承保因任何形式的渗漏或任何形式的污染及（无论原因为何）而由（或其威胁）任何法院、政府机构、任何公共、民事或军事当局或任何其他人的判决、命令、指示、指令或要求（或与之达成的任何协议）（无论是否因公共或私人诉讼所致）所产生、遭受或强加的任何损失、损害、成本、费用、罚款、罚金或其他款项。

根据本批单第 VI 条计算方法可计入的任何后续损失总额以及因后续损失而在本保单项下索赔的任何其他利益（无论是物质损失、营业中断、额外费用或其他）的最高金额由保险双方约定并在保险单中载明。

VI. 计算方法

在计算本保单项下应付索赔金额（包括清理残骸费用（按本批单第 II 条规定和限制）和后续损失总额（按本批单第 V 条规定和限制））时，该清理残骸费用和后续损失总额的金額应加至：

(a) 损失（按第 II 条定义）或损失（按第 V 条定义）的金额；及

(b) 如有保险人同意赔偿的、或因同一事故导致且在本保单项下承保的所有其他金额，或若非适用免赔额或底层保险，保险人本会同意赔偿的金额；

然后将得出的总和作为基数，首先扣除所有免赔额，然后扣除本保单适用的任何底层保险金额，之后的余额即为应付金额，但须以本保单所有其他规定以及适用的限额、分项限额和累计限额为限。

石棉扩展条款

A. 本保单扩展承保被保险人的建筑物或构筑物中的石棉，且仅限于在保险期间内因以下任一列明风险而遭受物质损失风险：

火灾；烟熏；爆炸；雷电；风暴；冰雹；车辆、航空器或船只的直接撞击；暴动或民变；恶意破坏或恶意行为；或消防设备的意外爆裂引起的泄露。

本保障受本保单所附的所有限制条款的约束，此外，还须符合以下各项前提：

1 所述建筑物或构筑物必须已在本保单下投保了因该列明风险造成的损坏；

2 该列明风险必须是造成石棉损失的直接、唯一原因；

3 被保险人必须在列明风险首次造成石棉损坏后，尽快检查建筑物或构筑物，并向保险人报告损坏情况和成本。但是，本保单不予承保对于被保险人在保险期满或终止后超过 12 个月才首次向保险人报告损失和损坏，

4 本保单对石棉提供的保障不包括与以下各项相关的任何情况和与之相关的费用：

(i) 石棉在设计、制造或安装方面的任何缺陷；

(ii) 未受列明风险导致物理损坏的石棉，包括任何政府或监管机构对未损坏石棉提出的相关的任何性质的要求。

B. 除上述 A 部分规定的情形外，本保单不承保石棉或与之相关的任何费用。

保费调整相关约定

兹经双方同意并约定，鉴于本保单在保险期限届满时需进行保费调整，双方特此约定并明确：若在任何发生任何损失或损坏时，保险人在任何情况下均不会以保险金额不足为由拒绝向被保险人赔付，也不会按比例向被保险人赔付，则本保单明细表中载明的财产总价值应被视为“足额”。

水渍险条款

兹经双方同意并约定，本保单项下的保险责任在遵守下述特别条款的前提下，扩展承保因下列原因导致的保险财产损毁或损坏：

(i) 建筑物内或建筑物上安装的任何管道或供水系统，以及 / 或毗连区域内安装的任何管道或供水系统排出或渗漏的水；

(ii) 暴雨，以及 / 或建筑物外部市政供水管网中的水。

但本条款不承保因自动喷水灭火系统、消防水幕系统或与之相连的水箱排出或渗漏的水所造成的损坏。

除本保单其他部分载明的免赔额外，本条款适用的免赔额由保险双方约定并在保险单中载明。

附：英文条款**SECTION I - ACCIDENTAL DAMAGE (MATERIAL DAMAGE) INSURANCE**

The Insurer agrees (subject to the terms, definitions, exclusions, provisions and conditions of this policy) that any of the Property Insured described in the Schedule be accidentally destroyed or damaged during the period of insurance (or any subsequent period for which the Insurer accepts a renewal premium) the Insurer will pay to the Insured, at the Insured's sole discretion the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurer's option reinstate or replace such property or any part of it in accordance with the terms and conditions herein.

Provided that the liability of the Insurer under this policy shall not exceed

- (i) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of the loss destruction or damage
- (ii) the sum insured (or limit) remaining after deduction for any other loss destruction or damage occurring during the same period of insurance, unless the Insurer shall have agreed to reinstate any such insured (or limit).

This policy incorporates the Schedule, Specification and Endorsements which shall be read together as one contract . Words and expressions to which specific meaning is given in any part if this policy shall have the same meaning wherever they appear.

DEFINITION

1. The word "DAMAGE", in capital letters, shall mean loss or destruction of or damage to Property Insured .
2. The word "Defined Peril" shall mean but not be limited to fire, lighting, explosion, aircraft or other aerial devices or articles dropped there from riot, civil commotion, strikers, locked-out workers, persons taking part in labor disturbances, malicious persons other than thieves, natural catastrophes such as earthquake, typhoon, tornado, Tsunami, storm, flood, hail and so on, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

EXCLUSIONS

This policy does not cover

1. DAMAGE caused by or consisting of:
 - 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials.
 - 1.2 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speedsbut this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded.
2. DAMAGE caused by or consisting of:
 - 2.1 faulty or defective workmanship, operational error or omission, on the part of the Insured or any of his employeesbut this shall not exclude
 - (a) such DAMAGE not otherwise excluded which itself results from a Defined Peril
 - (b) subsequent DAMAGE which itself results a cause not otherwise excluded
3. DAMAGE caused by or consisting of:

- 3.1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - 3.2 change in colour flavour texture or finish
 - 3.3 theft or attempted theft
- DAMAGE consisting of:
- 3.4 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith
 - 3.5 mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- but this shall not exclude
- (a) such DAMAGE not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
 - (b) subsequent DAMAGE which itself results from a cause not otherwise excluded
4. loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by
 - (a) pollution or contamination which itself results from a Defined Peril
 - (b) a Defined Peril which itself results from pollution or contamination
5. DAMAGE caused by or consisting of:
 - 5.1 normal settlement or bedding down of new structures
 - 5.2 disappearance, unexplained or inventory shortage, misfiling or misplacing of information
6. destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a Defined Peril in so far as it is not otherwise excluded
7. DAMAGE in respect of movable property in the in the open, fences and gates caused by wind rain hail sleet snow flood or dust
8. DAMAGE
 - 8.1 caused by freezing
 - 8.2 caused by escape of water from any tank apparatus or pipe
 - 8.3 caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisationin respect of any building which is empty or not in use
9. DAMAGE in respect of
 - 9.1 jewellery precious stones precious metals bullion furs curiosities work of art or rare books
 - 9.2 money cheques stamps bonds credit cards or securities of any descriptionother than such DAMAGE caused by a Defined Peril in so far as it is not otherwise excluded
10. 10.1 vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - 10.2 property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - 10.3 land roads pavements piers jetties bridges culverts or excavations
 - 10.4 livestock growing crops or treesunless specifically mentioned as insured by this policy

11. property which at the time of the happening of DAMAGE is insured by or would be for the existence of the policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
12. any property more specifically insured by or on behalf of the Insured
13. DAMAGE occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority
14. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
15. consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this policy

GENERAL PROVISIONS TO SECTION I

1. Condition of Average (Underinsurance)

The sum insured by each item (under each column) of this policy (other than those applying solely to fees, rent, removal of debris or private dwelling houses) is declared to be separately subject to Average.

Whenever a sum insured is declared to be subject to Average, if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such insured, the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

2. Explosion

In respect of any vessel machinery or apparatus, or its contents, belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations cover against destruction or damage thereto caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.

3. Deductibles

This policy does not cover the amount of the deductibles in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average (Underinsurance).

4. Contracting Purchaser's Interest

If at the time of DAMAGE the Insured shall have contracted to sell his interest in any building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by him or on his behalf) shall be entitled to benefit under this policy without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

GENERAL CONDITIONS TO SECTION I

3. Policy Voidable

This policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

4. Alteration

This policy shall be avoided with respect to any of the Property Insured in regard to which there be any alteration after the commencement of this insurance.

(a) by removal or

(b) whereby the risk of DAMAGE is increased or

(c) whereby the interest of the Insured ceases except by will or operation of law unless admitted by the Insured in writing.

5. Warranties

Every warranty to which this policy or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy. Non-compliance with any such warranty in so far as it increases the risk of DAMAGE shall be a bar to any claim in respect of such DAMAGE provided that whenever this policy is renewed a claim in respect of DAMAGE occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

6. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent DAMAGE.

CLAIMS CONDITIONS TO SECTION I

1 Action by the Insured 被保险人的义务

In the event of DAMAGE the Insured shall

-- notify the Insurer immediately

-- notify the Police Authority immediately it becomes evident that any DAMAGE has been caused by Malicious Persons

-- carry out and permit to be taken any action which may be reasonably practicable to prevent further DAMAGE

-- deliver to the Insured's expense

(i) full information in writing of the property lost destroyed or damaged and of the amount of DAMAGE

(ii) details of any other insurances on any property hereby insured

within 90 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time at the Insurer may allow

(iii) all such proofs and information relating to the claim as may reasonably be required

(iv) if demanded a statutory declaration of the truth of the claim and of any matters connected with it.

2 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this policy or if any DAMAGE is caused by the willful act or with the connivance of the Insured all benefit under this policy shall be forfeited.

3 Reinstatement

If any property is to be reinstated or replaced by the Insurer the Insured shall at his own expense provide all such plans documents books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its sum insured.

4 Insurer's Rights following a Claim

On the happening of DAMAGE in respect of which a claim is made the Insurer and any person authorised by the Insurer may without hereby incurring any liability or diminishing any of the Insurer's rights under this policy, enter take or keep possession of the premises where such DAMAGE has occurred and take possession of or require to be delivered to the Insurer any property insured and deal with such property for all reasonable purposes and in any reasonable manner. No claim under this policy shall be payable unless the terms of this condition have been complied with.

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.

5 Contribution and Average

If at the time of any DAMAGE there is any other insurance effected by or in behalf of the Insured covering any of the property lost destroyed or damaged the liability of the Insurer hereunder shall be limited to its rateable proportion of such DAMAGE.

If any such other insurance shall be subject to any average (underinsurance) condition this policy if not already subject to any such condition of average shall be subject to average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy either in whole or in part from contributing rateably the liability of the Insurer under this policy shall be limited to that proportion of the DAMAGE which the sum insured under this policy bears to the value of the property.

MEMORANDA to SECTION I**COST OF REWRITING RECORDS CLAUSE**

This policy is extended to cover computer systems records, including software, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description; the cost of reinstating, replacing, reproducing or restoring same, including information contained therein or thereon but excluding the value to the Insured of the said information; or, if such is not required, the replacement cost of materials as blank stationery at the time and place of the damage.

Limit of indemnity: _____.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

TEMPORARY PROTECTION CLAUSE

It is hereby agreed and understood that in the event of any part of the Insured Property sustained damage for which the Insurers are liable, the indemnity provided by this Policy is extended to include such cost necessarily incurred in order to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further the Insured shall keep an accurate record of such repair expenditures.

The total liability as afforded under this extension shall not exceed _____ and such limit shall form part of and not in addition to the Total Sum Insured under the Policy.

This clause is subject otherwise to the terms, conditions and exclusions of this Policy.

BOILER AND/OR PRESSURE VESSEL EXTENSION

This Policy extends to indemnify the Insured against:

- (a) physical destruction of or damage to any boiler, economiser and/or pressure vessel, including mountings, fittings, pipes, valves and other apparatus thereof or thereon (hereinafter referred to as the 'Plant'), caused by or arising out of the Explosion or Collapse of such Plant.
- (b) loss resulting from interruption of or interference with the Business in consequence of such destruction or damage.

For the purpose of this endorsement:

(a) Explosion means the sudden and violent rending of the permanent structure of the Plant by force of internal steam or fluid pressure causing bodily displacement of any part of the structure together with forcible ejection of the contents. Except in the case of a steam test, at a pressure not exceeding the maximum pressure permitted by the inspecting authority, the term 'explosion' shall not mean failure under any test.

(b) Collapse means the sudden and dangerous distortion of any part of the permanent structure of the Plant by bending or crushing caused by force of steam or fluid pressure whether attended by rupture or not. Except in the case of a steam test, at a pressure not exceeding the maximum pressure permitted by the inspecting authority, the term 'Collapse' shall not mean failure under any test.

(c) The following defects do not constitute Explosion or Collapse, even though repair or replacement may be necessary:-

- (i) wearing away or wasting of the material of the Plant whether by leakage, corrosion or by the action of the fuel or otherwise;
- (ii) slowly developing deformation or distortion of any part of the Plant;
- (iii) cracks, fractures, blisters, laminations, flaws or grooving even when accompanied by leakage or damage to tubes, headers or other parts of the Plant caused by overheating or leakage at seams, tubes or other parts of the Plant;
- (iv) failure of joints;

but Explosion or Collapse arising from any such defect is not excluded hereby.

(d) The following Specific Exclusions shall apply:

The Insurers shall not be liable for destruction of or damage to any Plant if at the time of the destruction or damage:

(i) the load on the safety valve(s) upon the particular item of Plant was in excess of that permitted by the latest certificate issued in accordance with any Statute or Regulation thereunder applicable thereto; or

(ii) any safety valve limiting the pressure is removed or rendered inoperative; or

(iii) such Plant has not been duly certified where certificates of inspection are required by any Statute or Regulation thereunder;

unless the Insured can prove that the Insured did not consent to the Plant being operated in any of the circumstances described in sub paragraphs (d)(ii) above; or

(iv) such Plant is undergoing the application of any hydraulic test and the damage is occasioned thereby.

The checking of the correct working of Plant or of its safety installations is not considered to be the application of a hydraulic test in the context of this sub-paragraph (d)(iv).

The deductible applied herein is _____

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

MINOR WORKS

This policy extends to include minor alterations and/or property in the course of construction and/or re-construction and/or additions and/or maintenance and/or testing and commissioning and/or modifications and/or work carried out on of any facilities and any equipments. The amount of all the minor works at any one contract during the insurance period shall no event _____ and the total amount of the minor works during the insurance period shall no event exceed the _____. In the event any minor works is carried out, this Policy shall automatically extend to include such minor works. And the deductible applied herein is _____ other than the deductible stated in other parts of this policy.

FIRE EXTINGUISHMENT EXPENSES

The insurance under this Policy extends to include the cost of replenishing of the fighting appliances and destruction of or damage to such appliances (including employee's personal effects and clothing) unless otherwise specially insured provided that the liability of the Insurer in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the Premises or immediately threatening to involve the Premises. The cover provided under this Memorandum is subject to a limit of _____ each and every loss.

EXTRA EXPENSE

In the event of any part of the Insured Property sustaining Damage for which the Insurer is liable, this Policy is extended to include

(a) costs incurred for delivery of any part of parts by express or special delivery(including air freight expenses).

(b) extra labour and overtime costs necessary to reinstatement replacement or repair including Sunday holidays and nightwork.

The cover provided under this Memorandum is subject to a limit of _____ each and every loss.

CARE, CUSTODY AND CONTROL

The Insurer agrees to indemnify the Insured in respect of all sums which they shall become obligated to pay due to Damage to property in their care, custody and control, including the loss of use thereof, subject to the following provisions.

- (a) Limits of Liability: The inclusion herein of more than one insured shall not operate to increase the limit of the Insurer's liability.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons or other process received by him or his representative. The cover provided under this Memorandum is subject to a limit of _____ each and every loss.

SERVICE INTERRUPTION

This Policy is extended to cover direct physical loss of or damage to the property insured caused by interruption or failure of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the premises by reason of an insured peril in the Policy. And the deductible applied herein is _____ other than the deductible stated in other parts of this policy

DEBRIS REMOVAL

This Policy extends to include the cost and expenses necessarily incurred by the Insured with the consent of the Insurer in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the Insured Property by this Policy destroyed or damaged by any contingency hereby insured against. The cover provided under this Memorandum is subject to a limit of _____ of the adjusted claim or _____ (whichever is the greater) each and every loss. The Insurer will not pay for any costs or expenses incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.

PUBLIC AUTHORITIES

This Policy extends to cover such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By-Laws of any Municipal or Local Authority provided that:

- A. The amount recoverable under this extension shall not include:
- (a) the cost incurred in complying with any of the aforesaid Regulations or By-Laws
- (i) in respect of destruction or Damage occurring prior to the granting of this extension
 - (ii) in respect of destruction or Damage not insured by the Policy
 - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or Damage
 - (iv) in respect of undamaged property or undamaged portions of property
- (b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or By-Laws
- B. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or Damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By-Laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
- C. If the liability of the Insurer under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurer under this Extension (in respect of any such item) shall be reduced in like proportion.
- D. The total amount recoverable under any Item of the Policy shall not exceed the Limit of Liability thereby.

The cover provided under this Memorandum is subject to a limit of _____ each and every loss.

TEMPORARY REMOVAL

This Policy extends to cover the Insured Property whilst temporarily removed for cleaning, renovation, repair or other similar purposes within the Territorial Limits of the P.R.China. Cover hereunder shall be subject to a limit of _____ each and every loss. And the deductible applied herein is _____ other than the deductible stated in other parts of this policy..

REASONABLE PRECAUTIONS CLAUSE

The Insured shall maintain the property in a proper state of repair and take all reasonable precautions to prevent damage thereto provided that Insurers agree that the Insured may (without advice to the Insurer) shutdown the fire detection and protection system(s) for the purposes of routine maintenance and routine cleaning only. Furthermore, Insurers agree to other shutdowns of the fire detection and protection system(s) for a period not exceeding 72 hours each and every occasion. If the period exceeds 72 hours , Insured should inform the Insurers before the period exceeds 72 hours.

BRAND OR TRADEMARK CLAUSE

In case of damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at this Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics. The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption. No goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such goods.

CONTRACT PRICE

Finished goods which have been sold but not delivered to the buyer are covered on selling price basis provided that the same basis of valuation is used in preparing the monthly declarations made to the Insurer in accordance with General Memorandum, Premium Adjustment.

72 HOURS CLAUSE

For the purpose of the application of any Limit(s) or Deductible all Damage or Interruption resulting from earthquake, typhoon, storm, tempest or flood, occurring during each period of 72 consecutive hours shall be considered as one event. Each event shall be deemed to have commenced on the first happening or discovery of any such Damage or Interruption and not within the period of any previous event.

If more than one earthquake typhoon, storm, tempest or flood extends beyond the expiration date and time of this Policy, this Policy may insure all Damages an/or Interruption which occurred during such 72 hour period if such period commenced before the date and time of expiration of this Policy.

CIVIL AUTHORITIES CLAUSE

This insurance is extended to cover Damage to the described property caused by order of any public authority when such destruction is done in order to prevent the spread of fire caused by any of the perils against hereunder. The cover provided under this Memorandum is subject to a limit of each and every loss.

PROFESSIONAL FEES CLAUSE

The insurance by this Policy shall (in addition to the Sum Insured) indemnify the Insured in respect of architects' surveyors' and consulting engineers' fees or other professional or consultants fees (including the costs of the Independent Engineer) necessarily incurred by the Insured in the reinstatement of the Insured Property consequent upon its physical loss destruction or damage and/or in respect of preparing any claim. It is understood and agreed that the amount payable in for such fees shall not exceed the amount authorised under the scales of the related professional bodies regarding such charges prevailing at the time of the physical loss or damage.

The cover provided under this Memorandum is subject to a limit of _____ each and every loss.

PROPERTY HANDED OVER FROM CONSTRUCTION AND/OR ERECTION WORKS TO PROPERTY ALL RISKS

In respect of property constructed or erected by the Insured, cover shall attach from the time of Practical Completion and/or Certified Hand-Over of that new property from contractors, vendors or their agents.

In the event of periodical and regular maintenance and checking works that require the shut down of a part or section of the fire-fighting facilities, the Insured shall take all necessary and reasonable precautions and measures and follow the standard internal procedures and guidelines to minimize the risk exposure.

The following definitions shall apply to this particular Clause :

- a) Practical Completion and Certified Hand-Over of Property
- i) Building

The hand-over or putting into service of a building shall occur once it has passed all the necessary check-up by qualified engineers or respective local authorities but no later than when the testing of process tools begin;

- ii) Facilities

The take over or taking into operation by the Principal of facilities shall occur upon the completion of all testing of the particular facility as verified by the Facility Acceptance Record but no later than when the testing of process tools begin;

- iii) Process Tools, machinery and plants

The hand-over of processing tools, machinery and plants shall occur from the time that they have been erected and/or installed, hook-up and tested, and properly recorded in a written document, including but not limited to internal electronic mail system, and signed off by a qualified engineer of the erection team signifying the transfer of the properties under erection to the operation department . The Insureds undertake to make available the written document for inspection and verification when at the request of the Insurers.

Testing of tools and equipment is deemed to commence once feedback is introduced to the tool or equipment. This shall be verified by an Equipment Acceptance Test Record, and is ready to be put into use by the Insured for purpose of the Business.

FIRST BENEFICIARY CLAUSE

It is hereby agreed and understood that at the request of the Insured, _____ will be the loss payee/first beneficiary on the mortgage of Insured which is recoverable under the above-mentioned policy.

Subject otherwise to the terms, exceptions and conditions of this Policy.

SPRINKLER LEAKAGE DAMAGE CLAUSE

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this policy shall be extended to cover accidental water damage or water polluted damage to the insured property described in the schedule of this policy caused by or resulting from leakage or burst of or out of order of the automatic sprinkler system.

But the Insurer shall not be liable for the following water damage arising from:

1. severe cold when the buildings are left unused,
2. idle or discarded sprinkler system.

The deductible applied herein is _____ other than the deductible stated in other parts of this policy.

This Clause is subject otherwise to the terms, conditions and exclusions of this policy.

NO CONTROL CLAUSE

It is hereby agreed and understood that this insurance shall not be prejudiced by failure of the insured to comply with any warranty or condition contained in any form or endorsement attached to this policy with regard to any portion of the premises over which the insured has no control. Subject otherwise to the terms exceptions and conditions of this policy.

SMOKE DAMAGE CLAUSE

It is hereby agreed and understood that the insurance under this policy shall be extended to include loss of or damage to the property insured caused by smoke.

Subject otherwise to the terms exceptions and conditions of this policy.

IMPACT DAMAGE CLAUSE

It is agreed and understood that this insurance shall be extended to cover loss and/or damage directly caused by impact with the buildings hereby insured, the walls, gates or fences around and pertaining to such premises or the other properties by road vehicles, horses or cattle not belonging to or under the control of the Insured or any member of the Insured's staff.

The deductible applied herein is _____ other than the deductible stated in other parts of this policy.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

BREACH OF CONDITION CLAUSE

It is hereby agreed and understood that the conditions and warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach in any condition or warranty shall void the section only in respect of all the risks to which that breach applied and does not affect the section in respect of the other risks.

This Clause is subject otherwise to the terms, conditions and exclusions of this policy.

STRIKE, RIOTS, CIVIL COMMOTION CLAUSE

It is agreed and understood this policy shall be extended to cover loss of or damage to the insured property described in the schedule due to strike, riot and civil commotion including the loss or damage caused by the act of any striker whilst occurring in the premises showed in the schedule and the loss or damage caused by looting occurring at the time of strike, riot and civil commotion

This clause is subject otherwise to the terms, conditions and exclusions of this Policy.

COST OF RE-ERECTION CLAUSE

It is hereby agreed and understood that this policy extends to include the cost of re-erecting, fitting and fixing machinery and plant in consequence of destruction or damage by any of the perils hereby insured against, provided that the total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

Subject otherwise to the terms and conditions of the policy.

BURGLARY INSURANCE CLAUSE

It is agreed and understood that this Policy shall be extended to cover loss of and or damage to the properties insured if and when the said properties shall be lost or damaged during the period of insurance as a result of robbery or burglary or by thieves following upon a forcible or violent entry into and upon the premises specified in the Policy (hereinafter call "Burglary").

The deductible applied herein is _____. This Clause is subject otherwise to the terms, conditions and exclusions of this Policy.

IT CLARIFICATION CLAUSE

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of Insured physical damage to the substance of property shall be covered.

B.Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

ADJUSTERS CLAUSE

It is hereby declared and agreed that in the event of any loss covered by this Policy, the amount of such loss exceeding _____ shall be adjusted subject to the terms and conditions of the Policy by any of the following firms and adjusters:

- 1.
- 2.
- 3.
- 4.

The Insured is entitled to choose one of the above-mentioned companies in event of the loss covered by this Policy subject to the prior notice to the Insurer, or the Insured is entitled to choose other adjusters in event of the loss covered by this Policy subject to the prior consent of the leading Insurer. Provided loss adjuster's expenses will occur, the insurer shall in advance deposit the estimated amount paid to loss adjuster to the insured designated account and the insured will effect the payment on acceptance of the loss adjustment report provided by the adjuster.

If actual expenses for the loss adjuster will exceed the estimated amount paid by the Insurer in advance, the Insurer shall pay the difference to the Insured with ultimate loss payment.

OFFSITE STORAGE CLAUSE

It is hereby agreed and understood that this Policy shall be extended to cover the property insured whilst being stored elsewhere than at the site specified in the Schedule provided that the value of such offsite property is included in the Sum Insured subject to the followings:

1. Offsite premises; (to be declared)
2. Value of offsite property; (to be declared)
3. Storage period. (to be declared)
4. Deductible:
5. Limit:

INVENTORIES AND STOCKS EXTENSION

This policy shall cover damage to the inventories and stocks belonging to the insured or under the custody, control or storage of the insured due to accidents that occur during the storage or transit and the deductible applied herein is RMB1,000.00 other than the deductible stated in other parts of this policy.

MONEY INSURANCE CLAUSES**Special Conditions**

1. Strong Room Clause
The room in which the safe is placed must be in a safe condition with appropriate protective systems against theft or burglar.
2. Locked Safe Clause
The safe must meet the technical standard as designed specifications. And during off business hours, the safe must be locked.
3. Key Clause
All keys and duplicate keys of the safe must be 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, During the business hours, the captioned keys should be rested in a hidden place.

Conditions

1. Scope of Cover
The Insurer shall be liable for loss of or damage to the Insured Money caused by
 - 1.1 Fire, thunder-and-lightning, explosion;
 - 1.2 Storm, hurricane, typhoon, cyclone, flood, seaquake, hailstorm, rockslide, earthquake, volcanic eruption, subsidence of ground, subterranean fire;
 - 1.3 Crashing aircraft and parts or articles falling from aircraft; and
 - 1.4 Robbery by force or housebreaking.

MACHINERY BREAKDOWN EXTENSION

This policy extends to include any unforeseen and sudden physical loss or damage to the Insured Property arising from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short-circuit, storm, or from any other cause not specifically excluded under this Extension, in a manner necessitating repair or replacement.

Provided that:

- (a) Insurer's liability shall not exceed the Sub-Limit in respect of Machinery Breakdown stated in the Schedule
- (b) The Insurer shall not be liable for

1. the Deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single applicable Deductible;
2. loss of or damage to exchangeable tools, e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tires, operating media, e.g. lubricants, fuels, catalysts;
3. loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
4. loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurer or not;
5. loss or damage arising out of the willful act or willful negligence on the part of the Insured or any person acting on his behalf;
6. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale); but ensuing loss or damage is not excluded
7. consequential loss or liability of any kind or description

RESTORATION OF EQUIPMENT CLAUSE

In case of loss or damage due to contamination of insured items (especially by smoke, water and/or dust), the Insured agrees that all affected items which can be restored will be restored as far as the costs for such restoration are deemed to be reasonable. The restorability of the affected items is to be decided by the original manufacturer(s) of the affected items, and the actual restoration will also be performed by the same original manufacturer(s). If the original manufacturer is no longer in existence or is no longer capable of performing the required duties, the restorability and the party who should perform the restoration of the affected items is to be decided by "Belfor" (formerly "Relectronics") or any other qualified restoration company to be appointed with the mutual consents of the Insured and Insurer hereon, and its decision binding the parties.

DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered the Insured's books.

INTELLECTUAL PROPERTY PROTECTION CLAUSE

In case of damage by a peril insured against to property in which the Insured has sole proprietary rights, the Insured shall have full right to the possession of all goods involved in any loss under this Policy and shall retain control of all damaged goods. Salvage of such property will be at the sole discretion of the Insured and the Insurer waives its rights to such recovery.

NON-INVALIDATION CLAUSE

It is hereby agreed that the insurance shall not be invalidated by:

(A) any change of occupancy or risk taking place in the property insured without the Insured's knowledge provided that they shall, immediately on the same coming to their knowledge, advise the Insurers and pay any additional premium that may be required from the date of such increase of risk.

(B) workmen on the premises for the purpose of effecting repairs, minor alternations to the premises or general maintenance purposes and the like

ADVERTISING SIGNS, ETC.

Claims made in respect of the Insured's advertising signs, neon signs, decorations and the like in or about the Premises.

Warranted that the Insured shall see to it that regular inspection and maintenance of such property shall be carried out by qualified persons.

LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this insurance will not be prejudiced by any inadvertent delays, errors, or omission in notifying the Insurers of any circumstances or event giving rise or likely to give rise to a claim inside this Policy. Subject otherwise to the Limits, Terms, Exceptions and Conditions of this Policy.

Malicious Damage Clause

It is hereby agreed and understood that this Policy shall be extended to cover loss of or damage to the insured property described in the Schedule caused by the malicious act of any person. This clause is subject otherwise to the terms, conditions and exclusions of this Policy.

Inhibition costs clause

The sum insured under this policy is understood to include the value of the property insured which is damaged or destroyed in order to extinguish or inhibit the spread of fire or other catastrophe insured against herein.

Duty clause

The insurance is deemed to include the insured's liability for Customs, Excise and other duties which the insured may become liable to pay in the event of loss of or damage to property/stock insured. Provided that the total liability of the insurers in respect of any one occurrence shall not exceed the sum insured of the damaged property.

VEHICLE LOAD CLAUSE

In the event of any of the Insured's vehicles being left loaded overnight whilst in and/or on the premises described in the specification hereto the Company will indemnify the Insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy.

LOSS OF MONEY IN UNLOCKED RECEPTACLES AFTER BUSINESS HOURS CLAUSE

It is hereby noted and agreed that this policy extends to cover the loss of money in unlocked receptacles after business hours due to theft. Provided the limit of liability under this extension shall not exceed RMB50,000 for the money in premises as stated in the policy.

For the purpose of this extension the word "Theft" shall mean:

- (a) Theft committed upon the premises of the said situation;
- (b) Theft or any attempt threat by a person feloniously concealed on the premises of the said situation.

Subject otherwise to the terms, conditions and exclusions of the policy.

50/50 Clause

In the event of loss of or damage to insured interest which is simultaneously the subject to claims under this Policy and under Non-Marine Insurance Policy being discovered after the risk has terminated under Marine Insurance Policy and after proper investigation, it is not possible to ascertain whether the cause of such loss or damage happened before such termination of the risk or thereafter, it is understood and agreed that the insurers hereon shall contribute 50% of the adjusted claim provided the Non-Marine insurers also agree to contribute 50% of such contribution to be without prejudice to subsequent final appointment as between such insurers and insurer hereon .

Off Premises Property In Custody Of Third Party

It is agreed and understood that the indemnity provided by this Policy shall automatically cover all properties of the Insured in which it has an insurable interest within the territorial limit of P.R.China in custody of third party location(s).

This clause is subject to otherwise to the terms, conditions and exceptions of this policy. The total liability as afforded under this extension shall not exceed .

Special Cover for Tools

It is understood and agreed that, the physical loss or damage of the tool or tools scheduled in the Sum Insured of policy, is not deemed to be excluded under the Machinery Breakdown Extension in this policy.

SECTION II - ACCIDENTAL DAMAGE
(BUSINESS INTERRUPTION) INSURANCE

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be accidentally lost destroyed or damaged (such accidental loss destruction or damage being hereinafter termed damage) other than by an excluded cause at any time during the period of insurance stated in the schedule or of any subsequent period in respect of which the Insured shall have paid or agree to pay and the Insurer shall have accepted the premium required for the renewal of this policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with, then the Insurer will pay to the Insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

provided that

- (a) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that
 - (1) payment shall have been made or liability admitted therefor; or
 - (2) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount; or
 - (3) payment would have been made or liability would have been admitted therefor but for an agreement which makes a party or parties other than the Insured responsible for all or part of the material damage loss.

- (b) the liability of the Insurer in any one period of insurance shall in no case exceed
 - (1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
 - (2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

DEDUCTIBLES

This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.

Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles in the schedule.

BUSINESS INTERRUPTION – GROSS PROFIT FORM

If any building or other property (or any part thereof) used by the Insured at the Premises for the purpose of the Business is lost, destroyed or damaged by any contingency insured by Section I of this Policy (such loss destruction or damage being termed “Damage” in Section II) during the Period of Insurance, and if the Business of the Insured at the premises is interrupted or interfered with as a result thereof, the Insurer will pay to the Insured in respect of each item in the Schedule the amount of the loss which results from such interruption or interference in accordance with the provisions of the Specifications Memoranda and Extensions to this Section II.

Provided that insurance is in force at the time of the occurrence of the contingency covering the interest of the insured in the property at the Premises against such Damage and that

- (1) payment shall have been made or liability admitted for such Damage ; or
- (2) payment would have been made or liability would have been admitted therefor but for the operation a proviso in such insurance excluding liability for losses below a specified amount; or
- (3) payment would have been made or liability would have been admitted therefor but for an agreement which makes a party or parties other than the Insured responsible for all or part of the material damage loss.

All claims for Damage arising from one occurrence shall be adjusted as one claim. From the amount of such claim (and after adjustment in accordance with the terms and conditions of this Policy) and after the application of the provisions of the Specifications Memoranda, there shall be deducted the amount of any Deductible detailed in the Schedule.

SPECIFICATIONS MEMORANDA

Interest	Sum Insured
Item 1 - Gross Profit	RMB _____
Item 2 –Wages ()	RMB _____

Item No.1

The insurance under item 1 of this policy is limited to loss of Gross Profit due to (A) Reduction in Turnover, and (B) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

- (C) In respect of Reduction in Turnover : The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage, fall short of the Standard Turnover.
- (D) In respect of Increase in Cost of Working :The additional expenditure (subject to the provisions of memorandum) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place

during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Provided that if the sum insured by this item be less than the sum provided by applying the Rate of Gross Profit to the Annual Turnover, (or its proportionately increased multiple thereof, where the Indemnity Period exceeds 12 months) the amount payable shall be proportionately reduced.

Item No.2

The insurance under Item No.2 of this policy is limited to loss in respect of Wages and the amount payable as indemnity thereunder shall be:

(A) In respect of Reduction in Turnover

- (i) During the portion of the Indemnity Period beginning with the occurrence of the Damage and ending not later than 6 months thereafter: the sum produced by applying the Rate of Wages to the Shortage in Turnover during the said portion of the Indemnity Period less any saving during the said portion of the Indemnity Period through reduction in consequence of the Damage in the amount of Wages paid.
- (ii) During the remaining portion of the Indemnity Period: the sum produced by applying the Rate of Wages to the Shortage in Turnover during the said remaining portion of the Indemnity Period less any saving during the said remaining portion of the Indemnity Period through reduction in consequence of the Damage in the amount of Wages paid; but not exceeding the sum produced by applying the percentage of the Rate of Wages specified in the Schedule to the Shortage in Turnover during the said remaining portion of the Indemnity Period, increased by such amount as is deducted for savings under the terms of Clause (A) (i.).

Note:

At the option of the Insured the number of months referred to in Clause (A) (i.) above may be increased to the number of months specified in the Schedule under the heading 'Consolidated Period'; provided that the amount arrived at under the provisions of Clause (A) (ii.) shall not exceed such amount as is deducted under Clause (A) (i.) for savings effected during the said increased number of months.

(B) In respect of Increase in Cost of Working

So much of the additional expenditure described in Clause (B) of Item 1 as exceeds the amount payable thereunder, but not more than the additional amount which would have been payable in respect of Reduction in Turnover under the provisions of the Clause (A) (i.) and (ii.) of this Item had such expenditure not been incurred

Provided that if the sum insured by this Item be less than the sum produced by applying the Rate Wages to the Annual Turnover (or its proportionately increased multiple thereof, where the Indemnity Period exceeds 12 months) the amount payable shall be proportionately reduced.

DEFINITIONS

Gross Profit

The amount by which

(I) The sum of the amount of the Turnover and the amount of the Closing Stock shall exceed

(II) The sum of the Opening Stock and the amount of the Specified Working Expenses

Note the amounts of the Opening and Closing Stocks shall be arrived at in accordance with the Insured's normal accountancy methods, Due provision being made for depreciation

Specified Working Expenses

1. 100% of purchases (less discounts received)
2. 100% of wages
3. 100% of the following expenses

Non-continued Expense

Note the words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the insured

Wages

The remuneration (including but not limited to National Insurance, bonuses, holiday pay, staff retirement, medical expenses and the like) of all employees

Turnover

The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months specified in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

Rate of Gross Profit)	
The rate of gross profit earned on the Turnover during)	
the financial year immediately before the date of the)	
Damage	)	To which such adjustments shall be made as may be
	)	necessary to provide for the trend of the Business
Rate of Wages	)	and for variations in or special circumstances
The rate of wages to Turnover during the financial year	)	affecting the Business either before or after the
immediately before the date of the damage	)	Damage or which would have affected the Business
	)	had the Damage not occurred. So that the figures
Annual Turnover	)	thus adjusted shall represent as nearly as may be
The Turnover during the twelve months	)	reasonably practicable the results which but for the
Immediately before the date of Damage	)	Damage would have been obtained during the
	)	relative period after the Damage
)	
Standard Turnover)	
The Turnover during that period in the twelve months)	
immediately before the date of the Damage which)	
corresponds with the Indemnity Period)	

Shortage in Turnover

The amount by which the Turnover during a period shall in consequence of the damage, fall short of the part of the Standard Turnover which relates to that period

SPECIAL PROVISION

LOSS OF BOOK DEBTS CLAUSE

It is hereby agreed that within the respective limits of sums insured under this Policy, in the event of the records of accounts receivable kept on the premises being lost, destroyed or damaged by any of the perils insured against under this insurance the Company will indemnify the Insured in respect of:

- 1) all sums due to the Insured from customers, provided the Insured is unable to effect collection thereof as a direct result of such loss,
- 2) any collection expense in excess of normal collection cost and made necessary because of such loss.
- 3) Auditors' charges necessarily and reasonably incurred in substantiating any claim under this extension.

Provided that the Insured can substantiate the loss by documentary evidence by an Auditor and the Company's maximum liability under this extension shall not exceed _____

This extension applies only with respect to loss of or damage to records of accounts receivable and occurring during the period of insurance.

This Clause is subject otherwise to all the terms and conditions of this Policy.

PREVENTION OF ACCESS CLAUSE

It is hereby agreed that loss as insured by this Policy resulting from interruption or interference with the business in consequence of the damage (as within defined) to property in the vicinity of the premises which shall prevent or hinder the use thereof or access thereto, whether the premises or property on the insured therein shall be damaged or not, shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

Sub-Limits must not exceed 90 days or the equivalent amount of the annual sum insured subject to a maximum of _____ any one Policy;

This Clause is subject otherwise to all the terms and conditions of this Policy.

PUBLIC UTILITIES EXTENSION CLAUSE

It is hereby agreed that loss as insured by this Policy resulting from interruption of or interference with the business carried on by the insured at the premises described within in consequence of failure of electricity, gas or water supply at the terminal ends of the electricity service feeders/gas works/water works from which the Insured obtained electric supply/gas/water, at the said premises directly due to the damage (as within defined) to property at an Electricity Station or Sub-Station of Public Electricity Supply Undertaking from which the Insured obtained electric supply/gas/water shall be deemed to be loss resulting from the damage to property used by the Insured at the premises.

Provided, however, that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system or by the exercise by any such authority of its power to with-hold or restrict or ration supply not necessitated solely by the damage to the supply undertaking's generating or supply equipment by an insured peril.

For the purpose of the above extension, the Indemnity Period in respect of each damage or of a series of damages consequent on or attributable to one source or original cause shall be as follows:

The period beginning with the occurrence of the damage and ending not later than 90 days thereafter during which the result of the business shall be affected in consequence of the damage.

Sub-Limits must not exceed 90 days or the equivalent amount of the annual sum insured subject to a maximum of _____ any one Policy;

Provided that the Company shall not be liable for any loss unless the duration of each such failure exceeds twenty-four hours. In any action, suit or other proceedings where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the Insured.

This Clause is subject otherwise to all the terms and conditions of this Policy.

DEPARTMENTAL CLAUSE

If the business be conducted in departments the independent trading results of which are ascertainable, the provisions of gross profit and turnover shall apply separately to each department affected by the damage except that if the sum insured by the said item be less than the aggregate of the sums produced by applying the rate of gross profit for each department of the business (whether affected by the damage or not) to its relative annual turnover (or to a proportionately increase multiple thereof where the maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced.

MATERIAL DAMAGE EXCESS WAIVER CLAUSE

It is hereby agreed and understood that it shall not be a condition precedent to liability in respect of interruption or interference in consequence of Damage that payment shall have been made or liability admitted under the insurance covering the interest of the Insured in the property at the Premises if no such payment shall have been made nor liability admitted solely owing to the operation of a condition in such insurance excluding liability for losses below a specified amount.

Subject otherwise to the terms exceptions and conditions of this policy.

SALVAGE SALES CLAUSE

It is hereby agreed and understood that if following damage giving rise to a claim under this Policy the Insured shall hold a salvage sale during the indemnity period, item (1)..of this Policy shall for the purpose of such claim read as follows:

In respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) shall in consequence of the damage fall short of the standard turnover, from which sum shall be deducted the gross profit actually earning during the period of the salvage sale.

CUSTOMER/SUPPLIER'S EXTENSION

It is hereby agreed and understood that subject to the conditions of the policy loss as insured by this policy resulting from interruption of or interference with business in consequence of damage (as within defined) at the premises of any of Insured's Suppliers or Customers shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

Provided that after the application of all other terms, provisions and conditions of the Policy,

a. "Named" Suppliers and Customers : Sub-Limits must not exceed _____ of the limit of liability for Business Interruption (sum insured or loss limit) any one Policy,

b. "Unnamed" Suppliers and Customers : Sub-Limits must not exceed _____ of the limit of liability for Business Interruption (sum insured or loss limit) any one Policy,

UNINSURED STANDING CHARGES CLAUSE

If any standing charges of the Business be not insured by this Policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the Gross profit bears to the Sum of the Gross Profit and the uninsured standing charges.

MACHINERY BREAKDOWN EXTENSION

This policy extends to cover consequential loss resulted from the damages covered by Machinery Breakdown Extension under Section I.

Accountant's/Auditor's Fees

It is agreed and understood that any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer shall indemnify the Insured for the reasonable fees aforesaid payable to professional accounts or auditors.

This clause is subject otherwise to the terms, conditions and exceptions of this Policy.

GENERAL EXCLUSIONS

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (WORLDWIDE EXCLUDING U.S.A AND CANADA)

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:

- I All Property, on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- II All Property, on any site (including but not limited to the sites referred to in I above) used or having been used for:
 - (a) The generation of nuclear energy; or {Response}
 - (b) The Production, Use or Storage of Nuclear Material.
- III Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- IV The supply of goods and services to any of the sites, described in I to III above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include : -

- (i) any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in I to III above (including contractors' plant and equipment);
- (ii) any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.

Provided always that such insurance or reinsurance shall exclude the perils or irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to : -

1. The provision of any insurance or reinsurance whatsoever in respect of : -
 - (a) Nuclear Material;
 - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
2. The provision of any insurance or reinsurance for the undernoted perils :
 - fire, lightning, explosion;
 - earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Associates;

In respect of any other Property not specified in 1 above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

“Nuclear Material” means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- 1. For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

MICRO-ORGANISM EXCLUSION (MAP)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to :

mold, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is

- (i) any physical loss or damage to insured property;
- (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (iii) any loss of use, occupancy, or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

ELECTRONIC DATA EXCLUSION**1) Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils:

Fire

Explosion

2) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

ELECTRONIC DATE RECOGNITION EXCLUSION

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise directly or indirectly arising out of or relating to:

- a) the calculation comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non – computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

MOLD & FUNGI ENDORSEMENT

This Policy only insures physical loss or damage to property insured by mold, mildew, fungus or spores, when directly caused by damage to property insured during the policy period by one of the following Listed Perils:

Fire; Earthquake; Explosion; Lightning; Windstorm; Hail; Flood or Water Damage; Direct impact of vehicle; Aircraft or vessel; Riot or civil commotion; Vandalism or malicious mischief; or Accidental discharge of fire protection equipment.

This coverage is subject to all limitations of the Policy and, in addition, to each of the following specific limitations:

1. The said property must be insured for physical loss or damage by that Listed Peril.
2. The Insured must report to the Insurer the existence and cost of the physical loss or damage by mold, mildew, fungus or spores as soon as practicable, but no later than six (6) months after the Listed Peril first caused any physical loss or damage to such insured property during the

policy period. This Policy does not insure any physical loss or damage by mold, mildew, fungus or spores first reported to the insurer after that six (6) month period.

Except as set forth in the foregoing Section A, this Policy does not insure any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mold, mildew, fungus or spores of any type, nature or description.

GENERAL MEMORANDA

SUBROGATION AND WAIVER OF SUBROGATION

Any claimant under this policy shall at the request and expense of the Insurer take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurer.

The Insurer hereby agrees to waive all rights of subrogation which they may have or acquire against any of the parties comprising the Insured under this policy or their respective parent subsidiary or affiliated companies or any director officer or employee or assigns of the Insured or any spouse or family member thereof.

NON AVERAGE CLAUSE

Consequent upon this Policy being subject to Premium adjustment at the end of the Period of Insurance based on the provisions of the Adjustment of Sum(s) Insured and Premium Installment Clause. All average or co-insurance clauses or provisions which may negate or limit the amount of any loss settlement payable under this Policy are hereby deleted.

BASIS OF SETTLEMENT

In settlement of claims under Sections 1 of this Policy ,the Insurer shall subject to the terms and conditions of the Policy indemnify the Insured on the basis of the full cost of repairing reinstating or replacing with brand new items property lost or damaged (including the costs of any testing commissioning or any reliability trial or performance tests required as a result of the loss or damage which is indemnifiable hereunder) even though such costs may vary from the original costs and shall include all taxes and import duties even if they have been varied or imposed subsequent to the commencement of the Period of Insurance provided that the Insured, as soon as reasonably possible shall advise the Insurer to increase the Sum Insured hereunder to reflect such increase in taxes and import duties and pay such additional premium as may be required.

In the calculation of the costs of repair reinstatement or replacement of Insured Property those elements of cost for which provision is made in the computation of the Sum Insured will be taken into account and in the case of repairs reinstatement or replacement made by the Insured the Insured shall be entitled to charge an amount for overheads and profit.

The Insured Property lost or damaged may be reinstated or replaced upon any other site or location wheresoever situated at the absolute discretion of the Insured and in any form or manner

suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased.

In circumstances where a claim is indemnifiable under this Policy, the Insurer agrees to make reasonable interim payments on account at the request of the Insured and if recommended by the loss adjuster pending finalisation of the claim settlement.

If following loss or damage to Insured Property which is indemnifiable under Section 1 of this Policy the Insured decides that it does not wish to repair reinstate or replace with brand new items the Insured Property so damaged for any reason then at the request and option of the Insured the Insurer shall pay to the Insured an amount equivalent to the amount which the Insurer would have been liable to pay to the Insured had the Insured repaired reinstated or replaced the Insured Property.

In addition the Insurer shall at the request and option of the Insured pay to the Insured an amount which the loss adjuster shall reasonably determine on the advice of suitably qualified independent consultants to be equivalent to that which would have been paid to the Insured as indemnity under Section 2 of this Policy in respect of the loss it would have incurred during the Indemnity Period had the Insured repaired reinstated or replaced the Insured Property lost or damaged.

DESCRIPTION OF INSURED PROPERTY CLAUSE

Where any doubt arises as to the definition under any Insured Property for the basis of settlement, the Insurer agrees to accept the designation of such property as may have been included in the Insured's books.

SUE AND LABOR CLAUSE

In case of actual or imminent loss or damage by a peril insured against, it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor, and travel for, in, and about the defense, the safeguard, and the recovery of the property or any part of the Insured Property hereunder, nor, in the event of loss or damage, shall the acts of the Insured, their factors, servants, or assigns in recovering, saving, and preserving the Insured Property be considered a waiver or an acceptance or abandonment. This Insurer shall contribute to the expenses so incurred according to the rate and quantity of the sum herein insured.

AUTOMATIC REINSTATEMENT CLAUSE

The insurance under this Policy and Limit of Liability shall be automatically reinstated in the event of any loss unless the Insured requests otherwise. The Insured must pay any additional premium calculated pro rata by reference to the amount of the loss and the outstanding Period of

Insurance. The premium shall be calculated at the Insurer's current premium rates applicable to the current Period of Insurance.

MULTIPLE INSURED'S CLAUSE

- (1) It is noted and agreed that if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insureds Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurer to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the Policy.
- (2) It is understood and agreed any payment or payments by the Insurer to any one or more such insured parties shall reduce to the extent of that payment the Insurer's liability to all such parties arising from any one event giving rise to a claim under this Policy and (if applicable) in the aggregate.
- (3) It is further understood that except in relation to the Finance Documents the insured parties will not waive (a) their rights under the various contractual agreements entered into by them and (b) their contractual remedies in the event of loss or damage.
- (4) It is further understood and agreed that Insurer shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this Policy committed by that insured party each referred to in this clause as a Vitiating Act.
- (5) It is however agreed that (save as provided in this Multiple Insureds Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- (6) The Insurer hereby agrees to waive all rights of subrogation which they may have or acquire against any insured party except the Insured party committing the Vitiating Act where the rights of subrogation or recourse are acquired in consequence or otherwise following such Vitiating Act in which circumstances the Insurer may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured.
- (7) For the avoidance of doubt the Insurer agrees that any rights of subrogation which they have or which they may acquire by reason of this Memorandum shall only be applied against the Insured party which committed the Vitiating Act resulting in the payment or payments made by the Insurer.
- (8) Furthermore, the Insurer agrees that in the event of separate Insured parties relying on this

Memorandum to seek an indemnity under the Policy in respect of the same Occurrence, then in respect of each Section of the Policy, the Insurer shall only apply one Excess in respect of all claims collectively made by the parties.

VALUE REPORTING

For the purposes of this insurance and declarations hereunder, cover shall attach from date of handover of Insured Property to the Insured.

The Insured shall provide to the Insurer no later than the 15th day of each month, a declaration detailing the new items of machinery and equipment which (during the previous Month) completed their testing period, the date upon which each item was deemed to be insured under this Policy, and the revised total Sum Insured.

Provided always that in the event of an insured loss, the Insured shall be entitled to claim based on the value of the Insured Property handed over to the Insured (as defined) at the time of the loss, and the claim shall in no way be limited to the values stated in the previous declaration.

PREMIUM ADJUSTMENT

Premium shall be payable in three instalments as stated in the Policy Schedule.

On the expiry of the Period of Insurance, the actual Premium payable by the Insured shall be adjusted, based on the agreed Premium rate stated in the Schedule, applied pro-rata to the values stated in the month end total declared to the Insurer. If the actual Premium so calculated is greater than the Deposit Premium paid by the Insured, the Insured shall pay the difference in full; if it be less, the difference shall be repaid to the Insured, but such repayment shall not exceed of the Deposit Premium.

PAYMENT ON ACCOUNT CLAUSE

Progress payments on account of any loss recoverable under this policy will be made to the Insured at such stages as may be mutually agreed upon if desired by the Insured and on production of an interim report by the loss adjuster provided that such payments are deducted from the finally agreed claim settlement figures.

CLAIMS PREPARATION COST CLAUSE

The insurance under this item is to cover such reasonable expenses necessarily incurred by the Insured and not otherwise recoverable, for preparation and/or verification of claims made by the Insured under this Policy and the Insurers shall indemnify the Insured for such reasonable fees and

expenses subject to a limit of _____ each and every loss combined single limit for Property Damage and Business Interruption..

CLAIMS CO-OPERATION CLAUSE (LM3)

Notwithstanding anything to the contrary contained in this Insurance it is a condition precedent to Insurers' liability under this Insurance that:

- (a) The Insured shall give to the Insurer(s) written notice as soon as reasonably practicable of any claim made against the Insurer in respect of the business insured hereby or of its being notified of any circumstances which could give rise to such a claim.
- (b) The Insured shall furnish the Insurer with all information known to the Insured in respect of claims or possible claims notified in accordance with (a) above and shall thereafter keep the Insurer fully informed as regards all developments relating thereto as soon as reasonably practicable.
- (c) The Insured shall co-operate with the Insurer and any other person or persons designated by the Insurer in the investigation, adjustment and settlement of such claim notified to the Insurer as aforesaid.

GENERAL CONDITIONS

IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

CHANGE OF CIRCUMSTANCES OR MISDESCRIPTION

If any change shall occur materially varying any of the circumstances disclosed to or known to the Insurer, the Insured shall as soon as reasonably practicable give notice of such change with full particulars thereof and the Insurer shall have the right to vary the terms of this Policy.

In any situation where it may be alleged that there has been a failure by the Insured to advise material alterations or that there has been non-disclosure or misrepresentation of information originally supplied or that there has been any or any breach of condition or breach of warranty the Insurer shall not exercise any rights to avoid this Insurance if such failure non-disclosure or misrepresentation breach of condition or breach of warranty was unintended and free of any fraudulent conduct or intent to deceive and provided the same shall be advised to the Insurer as soon as it shall become known and any reasonable retrospective amendment of premium and/or terms accepted by the Insured.

CANCELLATION

This insurance may be terminated at any time after the first 60 days at the request of the Insured, in which case the Insurer will retain a rateable proportion of the paid premium for the time the Policy has been in force.

FORFEITURE

All benefit under this Policy shall be forfeited if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

Other Insurance Clause

If other valid and collectible insurance with any other insurer, whether issued prior hereto, simultaneously herewith or subsequent hereto, is available to the Insured for Loss or Damage

covered by this Policy, and/or which is expressly and specifically excess of the limits of, or quota share on the same layer as, this Policy, the insurance afforded by this Policy shall be in Primary without contribute with such other insurance. With the payment to the insured, the insurer should be entitled in the name of himself or the name of insured to recovery from such other insurance here above.

DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relation to this Policy or a breach of which cannot be promptly and amicably resolved by the insurer and the insured, either party shall have the right to bring a lawsuit in the People's Court with jurisdiction located in the place where the policy holder is situated

Litigation expenses shall be borne by the losing party, unless otherwise awarded by the People's Court.

In the course of legal proceedings, neither party shall suspend, refuse or delay the further performance of any portion of this Policy that is not the subject matter of the litigation.

ADJUSTERS CLAUSE

It is hereby declared and agreed that in the event of any loss covered by this Policy, the amount of such loss exceeding _____ shall be adjusted subject to the terms and conditions of the Policy by any of the following firms and adjusters:

- 1.
- 2.
- 3.
- 4.

The Insured is entitled to choose one of the above-mentioned companies in event of the loss covered by this Policy subject to the prior notice to the Insurer, or the Insured is entitled to choose other adjusters in event of the loss covered by this Policy subject to the prior consent of the leading Insurer. Provided loss adjuster's expenses will occur, the insurer shall in advance deposit the estimated amount paid to loss adjuster to the insured designated account and the insured will effect the payment on acceptance of the loss adjustment report provided by the adjuster.

If actual expenses for the loss adjuster will exceed the estimated amount paid by the Insurer in advance, the Insurer shall pay the difference to the Insured with ultimate loss payment.

ERROR AND OMISSIONS CLAUSE

An unintentional error or omission by the Insured shall not invalidate this insurance provided the Insured reports such errors or omissions to the Insurer immediately upon discovery of the error or omission and accepts such premium adjustment as may be appropriate.

CLAIMS

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

(a) as soon as is reasonably practicable

- (1) take steps to minimize the loss or damage and recover any missing property.
- (2) give notice in writing to the Insurer and
- (3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage

(b) within 90 days or such further time as the Insurer may in writing allow deliver to the Insurer:

- (1) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
- (2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

INSURERS' RIGHTS

In the event of a claim arising for which the Insurer shall be liable under this Policy the Insurer shall be entitled:

- (a) to undertake in the name of and on behalf of the Insured the absolute conduct and control of any proceedings and the settlement of same;
- (b) to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure any indemnity from any Third Party in respect of anything covered by this Policy;
- (c) to pay to the Insured in respect of any claim or claims the maximum liability of the Insurer as stated in the applicable Schedule of this Policy or such lesser sum for which the said claim or claims can be settled (subject to deduction of either case of any sum or sums already paid on

account of such claim or claims) and thereafter the Insurer shall be under no further liability in respect of said claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Insurer may be liable hereunder.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

SEEPAGE POLLUTION AND CONTAMINATION

This endorsement contains provisions in clauses ii, v and vi that may limit or prevent recovery under this policy for debris removal (as provided in clause ii) and/or resulting loss (as provided in clause v).

I. LAND, WATER AND AIR EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein. The foregoing exclusion shall not apply to water which is contained in plumbing or firefighting installations in the Assured's buildings at the time of any damage insured by this Policy.

II. DEBRIS REMOVAL CLAUSE

Nothing contained in this Clause shall override any seepage and/or pollution and/or contamination exclusion or any radioactive contamination exclusion or any other exclusion applicable to this Policy. The inclusion of this Clause shall in no event increase the Limit of Liability of Underwriters under this Policy or any other endorsement applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to property, for which Underwriters agree to pay hereunder, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter in this Clause referred to as "Damage"), this Policy also insures, subject to the limitations below and method of calculation in Clause VI of this Endorsement and to all the other terms and conditions of the Policy, expense:
 - (a) which is reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage occurred, of debris which results from the Damage; and
 - (b) of which the Assured becomes aware and advises the amount to Underwriters hereon within one year of the commencement of the Damage;

provided however, that nothing in this Clause shall insure any expense provided under Clause V of this Endorsement.

2. The maximum amount of expense for removal of debris (subject to the limitations of paragraph 1 above) that can be included in the method of calculation in Clause VI of this Endorsement, shall be the greater of _____ (_____ RMB, or the equivalent in local currency) or _____ (_____) of the amount of the Damage from which expense results.

III. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

1. any loss, damage, cost or expense; or
2. any increase in insured loss, damage, cost or expense; or
3. any loss, damage, cost, expense, fine, penalty or other sum which is incurred, sustained or imposed by, or by the threat of, any judgement, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation);

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination, or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

1. seepage of or pollution and/or contamination by anything, including but not limited to that which is designated by any governmental, public or regulatory body or authority as toxic, hazardous, dangerous or deleterious to persons, property or the environment under any law, ordinance, regulation or decree;
2. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

IV. LISTED PERILS RESULTING FROM SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION CLAUSE

This Policy is amended as set forth below. All other terms and conditions of this Policy remain unchanged and continue to apply with full force and effect. Nothing contained in this Clause shall override any radioactive contamination exclusion applicable to this Policy. If any of the perils listed below results from seepage and/or pollution and/or contamination, then such resultant perils shall not be excluded solely by the foregoing Seepage and/or Pollution and/or Contamination Exclusion Clause.

Listed Perils

Fire,
Explosion.

Nothing in this Clause, however, shall extend this Policy to insure:

1. loss, damage, cost, expense, fine or penalty, or other sum arising from any kind of seepage or any kind of pollution and/or contamination that causes or results from a listed peril; or
2. loss or damage at any premises other than the premises where the listed peril took place; or
3. property and/or interests other than those insured by this Policy against the listed perils.

V. LIMITED SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION
RESULTING FROM PHYSICAL DAMAGE CAUSED BY LISTED PERILS CLAUSE

This clause is void and of no force or effect unless an amount is specified in paragraph 2) below.

This Policy is amended as set forth below. All other terms and conditions of this Policy remain unchanged and continue to apply with full force and effect. Nothing contained in this Clause shall override any radioactive contamination exclusion or, except as set forth herein, the foregoing Seepage and/or Pollution and/or Contamination Exclusion Clause. The inclusion of this Clause shall in no event increase the Limit of Liability of Underwriters under this Policy or any other endorsement applicable to this Policy.

1. If,
 - (a) any of the perils listed below is the sole, immediate and direct cause of physical damage to property insured by this Policy against such listed peril (hereinafter in this Clause referred to as "Original Damage"); and
 - (b) the Original Damage is the sole, immediate and direct cause of seepage onto, and/or pollution and/or contamination of property which is:

- (i) at the same premises as the Original Damage; and
- (ii) insured by this Policy against the listed peril causing the Original Damage; and
- (c) said property is damaged thereby (hereinafter in this Clause referred to as "Resulting Damage");

then this Policy, subject to the following additional terms and limitations and the method of calculation in Clause VI of this Endorsement, also insures:

- (d) the Resulting Damage; and
- (e) the reasonable and necessary expense incurred by the Assured for debris removal and/or clean up which is:
 - (i) limited to the same premises as the Original Damage; and
 - (ii) made necessary solely by the Resulting Damage;

but which shall in no event include any expense of clean up or removal of land, water or air,

(which Resulting Damage and expense of debris removal and/or clean up, hereinafter in this Clause are referred to as "Resulting Loss");

provided, however, that this Policy only insures the Resulting Loss where:

- (f) Underwriters have agreed to pay for the Original Damage or, but for the operation of a deductible or underlying amount, would have agreed to pay for the Original Damage; and
- (g) within one year of the commencement of the listed peril which caused the Original Damage, the Assured became aware and advised Underwriters of the amount of:
 - (i) the Resulting Loss; and
 - (ii) any other interest to be claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise.

Listed Perils

Fire,
Lightning,

Explosion.

Nothing in this Clause, however, shall extend this Policy to cover any condition that existed prior to the Original Damage nor to insure any loss, damage, cost, expense, fine, penalty, or other sum which is incurred, sustained or imposed by, or by the threat of, any judgement, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation) in connection with any kind of seepage or any kind of pollution and/or contamination from any cause.

2. The maximum amount for any Resulting Loss and any other interest claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise, that can be included in the method of calculation in Clause VI of this Endorsement is _____ (or the equivalent in other currency).

VI. METHOD OF CALCULATION

In calculating the amount, if any, payable under this Policy for a claim including expense of debris removal (as provided for and limited in Clause II of this Endorsement) and/or Resulting Loss (as provided for and limited in Clause V of this Endorsement), the amount of such expense of debris removal and/or such Resulting Loss shall be added to:

- (a) the amount of the Damage (as defined in Clause II) or the amount of the Original Damage (as defined in Clause V); and
- (b) all other amounts, if any, insured under this Policy as a result of the same occurrence that Underwriters hereon agree to pay or, but for the application of a deductible or underlying amount, they would agree to pay;

then the resulting sum shall be the amount of which first all deductibles and then any underlying amounts to which this Policy is subject shall be applied and then balance, if any, shall be the amount payable, subject to all other provisions of this Policy and to the applicable limit(s), sub-limit(s) and aggregate limit(s).

WEH ASBESTOS ENDORSEMENT

- A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the Policy period by one of these Listed Perils:

Fire; Smoke; Explosion; Lightning; Windstorm; Hail; Direct impact of vehicle; aircraft or vessel; Riot or civil commotion; Vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to all limitations in the Policy to which this endorsement is attached and, in addition, to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril;
 2. The Listed Peril must be the immediate, sole cause of the damage to the asbestos;
 3. The insured must inspect the building or structure and report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to Underwriters more than twelve (12) months after the expiration, or termination of the Policy period.
 4. Insurance under this Policy in respect of Asbestos shall not include any sum relating to:
 - (i) any faults in the design, manufacture or installation of the asbestos;
 - (ii) asbestos not physically damaged by the Listed Perils including any governmental or regulatory authority or requests whatsoever nature relating to undamaged asbestos.
- B. Except as set forth in the foregoing Section A., this Policy does not insure asbestos or any sum relating thereto.

Provisions Relating to Premium Adjustment

With this policy being subject to Premium adjustment at the end of policy period, it is hereby agreed and understood that the total value of property described herein the schedule of policy shall be seen as "sufficient", if at the time of any loss or damage, in no circumstance will insurers decline to indemnify the insured or indemnify the insured on pro-rata basis with considering insufficient sum insured.

Water Damage Clause

It is hereby declared and agreed that the insurance under this Policy shall subject to the Special Conditions hereinafter contained extend to include destruction of or damage to the Property Insured occasioned by:

- (i) water discharged or leaking from any pipe or water systems installed in or on the buildings and/or adjoining
- (ii) storm rain and/or water from watermains outside the buildings

But excluding damage due to water discharged or leaking from sprinkler or drencher installations or tanks connected therewith.

The deductible applied herein is _____ other than the deductible stated in other parts of this policy.