

恐怖主义财产保险

请仔细阅读保险条款全文，特别是以加深标注的免除保险人责任的规定。

总则

本保险合同由保险条款、报价单、保险单或其他保险凭证以及批单组成。凡涉及本保险合同的约定，均应采用书面形式。

保险责任

受制于下文中注明的各项除外责任、责任限制和承保条件，本保险承保在作为保险合同附件并构成保险合同组成部分的保险单中列明的财产由于本保险合同保险期限内发生的恐怖主义行为及破坏行为(定义如下文)而导致的物质损失或损害。

本保险合同下的恐怖行为是指：任何个人或团伙，出于政治、宗教或意识形态的目的，以个体行为或代表/涉及某一组织的形式，实施的一次或一系列包含武力或暴力的行为，包括意图动摇政府或是出于动摇政府的目的煽动民众恐慌。

本保险合同下的破坏行为是指：出于政治、宗教或意识形态的目的，实施的一次或一系列的破坏行为，包括意图动摇政府或是出于动摇政府的目的煽动民众恐慌。

除外责任

本保险合同不承保以下事项：

1. 任何直接或间接由于核爆炸、核反应、核辐射或放射性污染所造成的损失或损坏，无论上述核爆炸、核反应、核辐射或放射性污染是由何种原因造成的。
2. 直接或间接因战争、入侵或类似战争的行为（无论宣战与否）、主权国家或地方政府实体的敌对行为、内战、叛乱、革命、暴动、戒严、篡夺权力或内乱引起或部分引起的起义而造成的损失或损坏。
3. 因扣押或合法/非法占有而造成的损失，但直接因恐怖行为或破坏行为造成的物质损失或损坏除外。
4. 因没收、国有化、征用、扣押、禁运、检疫造成的损失或损坏，或因任何公共权力机关或政府的命令剥夺被保险人的财产使用权或其财产价值而造成的损失或损坏，以及因违禁品的涉及，非法运输，或非法贸易的行为而造成的损失或损坏。
5. 直接或间接因渗漏或排放污染物而造成的损失或损坏。该污染物包括但不限于任何固体、液体、气体或热刺激物、污染物或有毒有害物质，或任何其出现、存在或释放会危及或威胁人身健康、安全或福利或环境的危险物质。
6. 直接或间接因化学或生物发散、释放、排放、分散或溢出或任何形式的化学或生物接触造成的损失或损坏。
7. 直接或间接因石棉发散、释放、排放、分散或溢出或任何形式的石棉接触造成的损失或损坏。

8. 被保险人遭受的或任何法院、政府机构、政府或民间机构或其他主体对被保险人施加的任何罚金罚款或其它任何惩罚。
9. 电子损失或损坏，包括但不限于因电脑黑客入侵以及其他形式的电脑病毒入侵及破坏，任何未经授权的指令或程序代码的运行，以及任何电磁武器的使用而导致的损失或损坏。

本除外责任不适用于任何因使用电脑、电脑系统或电脑软件程序，或任何武器或导弹的任何启动电子系统及/或导航系统及/或任何击发设备，而造成的损失（如其在本保单保险范围内）。
10. 因破坏者的恶意行为、示威或罢工、劳工动乱、暴乱或内乱造成的损失或损坏。
11. 因任何公共/当地，或政府/民间机构依法依例执行任何重建、修复或拆除被保险财产的行为而造成的损失或额外费用。
12. 因采取防止、抑制或控制现行或潜在的恐怖行为或破坏行为的措施而造成的损失或损坏，但在采取相关措施之前保险人即以书面形式予以同意的情况除外。
13. 任何灾后的连带损失或损坏、使用性丧失、市场的丧失或延误、收入损失、贬值、功能减弱、或工程增加的成本。
14. 因包括但不限于水、气、电力、通讯,或其他形式的供应的中断、波动、变化、或供应不足而造成的损失或损坏。
15. 因威胁或欺骗造成的损失或增加的费用。
16. 因入室盗窃、入室抢劫、洗劫、偷窃而造成的损失或损坏。
17. 因不明失踪或不明事故造成的损失或损坏。
18. 直接或间接因霉、霉菌、真菌、孢子或其他任何类型或性质的微生物，包括但不限于对人类健康产生实际的或潜在威胁的任何物质造成的损失或损坏。

本保险合同不负责赔偿以下各项的物质损失或损坏：

1. 土地及土地价值。
2. 不在被保险人处所内的电力传输装置、馈线或管道。
3. 任何空置、闲置或无人使用超过 30 天的房屋、建筑物或内置财产，但此财产在其正常运营时就应处于空置状态的情况除外。
4. 飞机或任何其它航空设备，船舶。
5. 各类陆地交通工具，包括汽车、火车或机动车辆，除非该等陆地交通工具已在本保险合同项下申报，并且仅当其受损时位于本保险合同下的被保险财产的场所内。
6. 所有类型的动物、植物及生物。
7. 在被保险人场所外的在途运输的任何财产。

一般条件

1. 共同被保险人

保险人承担本保险合同下的任何一个或多个被保险人的单次损失金额或损失总额将不超过保险单所列明的保险金额。保险人无须承担超过保险金额的额外费用，无论该额外金额是否包括所有被保险人或任何一个或多个被保险人的损失。

2. 其它保险

若有其他保单承担本保险合同下所承担的风险，本保险合同将作为此其他保单的超赔保单，除非其他保单已列明应作为本保险合同的超赔保单。当已列明本保险合同将作为承保下述风险的其他保险合同的超赔保单之时，只有当基础保单（无论其保费有无收取）的赔偿限额对于每一保障风险在扣除事故应扣减的免赔额之后已用尽的情况下，本保险合同方才适用。

3. 地点

本保险合同承保位于保险单所规定地址内的财产。

4. 保险总额

保险人对每次损失事故的赔偿责任限额和累计赔偿责任限额以保险单所载金额为限。

5. 免赔额

每起事故的赔偿金额应独立理算，且应分别扣除保险单所列明的免赔额。

6. 一次事故

“事故损失”，是指出于相同目的或动机的一次或一系列恐怖主义行为，直接引起和导致的任何单一损失和/或一系列损失。一起“事故损失”的持续时间和范围，指被保险人因被保险财产在连续72小时内因同一目的或原因而遭受的所有损失。然而，上述连续72小时不得超过本保险合同的终止时间，除非被保险人因恐怖主义行为而首次遭受直接财产损失的时间早于保险终止时间且属于上述连续72小时内，同时上述连续72小时的开始时间也不得早于本保险合同项下的保险起始生效时间。

7. 残骸清理费用

本保险合同在保险金额范围内，亦负责赔偿在位于保险单所载的被保险地址内因清理由恐怖行为或破坏行为造成的被保险财产残骸而产生的费用。在确定被保险财产的价值时，清理残骸的费用不应包括在内。

8. 尽职行为

被保险人（或任何被保险人的代理人、分包商或联合承包商）必须尽职采取（共同采取且允许采取）一切合理可行的措施，包括但不限于采取措施保护或移动被保险财产，避免或减少本保险合同项下承保的损失，保护任何此类损失可以获得赔偿，包括针对其他方采取行动以行使权利及救济，或获得救济或赔偿。

9. 防护措施的维护

在保险期间内，被保险人应确保被保险财产的安全防护始终良好并始终处于可用状态。在没有取得保险人同意的情况下，不得撤除或改动上述防护设施，以免损害保险人利益。

10. 估价

若被保险财产发生损坏，应以在相同地点或可及的最近可用地点（以所发生费用最低为准），在不扣除折旧的情况下使用类似型号和品质的原材料进行修理、替换、重置的费用（取最低值）为基础进行损失理赔。理赔需符合以下规定：

-必须谨慎迅速执行维修、更换或重置（以下简称“替换”）；

-除非替换实际发生，本保险合同的赔偿限额应限于损失发生时的被保险财产的现金价值；

-若更换类似型号和品质的材料被任何条例、法令或法律的限制或禁止，任何因此增加的成本不在本保险合同的承保范围中。

保险人承担保险合同项下的赔偿限额不应超过以下金额中的最小值：

-本保险项下受损财产的保险金额；

-替换具有相同用途和性质的财产或财产任何部分的成本，以损失发生时计算的成本为准；

-替换上述财产或财产任何部分所实际且必须花费的费用。

被保险人应维修或更换被保险财产，但若被保险人和保险人双方一致认为此作为不合理且不可行，则保险人将赔偿被保险人维修或更换所需的成本，减去在这种情形下额外产生的费用花费。保险人支付被保险人的赔款不超过保险单规定的保险合同限额。

11. 错误申报

如果保险单中载明的被保险财产的申报价值低于按上述条款计算的实际价值，则保险人赔付的赔偿金额应按照申报价值与实际价值之间的比例相应扣减，并由被保险人自行承担其间的差额。

12. 索赔申报

被保险人，一旦得知可能造成索赔的任何事件的发生，应尽快合理切实地以书面形式通知保险人和/或本保险合同项下列明的经纪人。该经纪人应在该事件发生后七（7）天内通知保险人。

若被保险人提出保险项下的索赔，被保险人必须向保险人提供保险人可能合理要求的任何证据及相关信息，并在任何索赔的调查及估算过程中尽力配合。若保险人要求，被保险人应接受保险人指定人士的检查。

13. 损失证明

被保险人应该在损失事故发生后的六十(60)天内(除非保险人书面同意延期)签署并提交书面损失证明，说明损失发生的时间、地点和原因，说明被保险人和其他人对于有关财产的保险利益和有关财产的合理价值，并说明损失或损坏的金额。

14. 迟延通知

如果被保险人或其经纪人因故意或重大过失未按上述约定通知保险人，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿保险金的责任。但保险人通过其他途径已经及时知道或者应当及时知道保险事故发生的除外。

15. 损失核定及先行赔付

保险人认为被保险人提供的有关索赔的证明和资料不完整的，应当及时一次性通知投保人、被保险人补充提供。

保险人收到被保险人的赔偿保险金的请求后，应当及时作出是否属于保险责任的核定；情形复杂的，双方同意适当延长，延长时限一般不超过 180 天，但双方另有约定的除外。

保险人应当将核定结果通知被保险人。对属于保险责任的，在与被保险人达成赔偿保险金的协议后十日内，履行赔偿保险金义务。对不属于保险责任的，应当自作出核定之日起三日内向被保险人发出拒绝赔偿保险金通知书，并说明理由。

保险人自收到赔偿保险金的请求和有关证明、资料之日起六十日内，对其赔偿保险金的数额不能确定的，应当根据已有证明和资料可以确定的数额先予支付；保险人最终确定赔偿的数额后，应当支付相应的差额。

16. 代位求偿权

被保险人在索赔事件发生前的任何书面放弃权利的行为，均不会对本保险合同有所影响，亦不会对被保险人所享有的对其后发生的索赔事件的权利有所影响。保险人将放弃针对被保险人的附属公司或子公司，或任何因所有权或管理权与被保险人产生关联的公司的代位追偿权。

若发生本保险合同责任范围内的赔付，则保险人以赔付金额为限代位行使被保险人的追偿权利。被保险人应签署所有需要的文件、与保险人合作、经保险人的要求出席听证会和司法审判，并应当协助和解、保护和提供证据、促使证人出庭作证并协助诉讼行为，以及采取保护该等权利所必要的一切措施。保险人将与所有有关方（包括被保险人）保持一致行使该追偿行为。若因该等程序获得任何赔偿金额，则此金额应按照如下优先次序分配：

(1) 应首先补偿相关方（包括被保险人）由于发生本保险合同保障范围内的事故（不包括免赔额及被保险人自保额），但超出本保险合同保障范围而引起的损失。补偿金额以损失金额为限（不包括免赔额）；

(2) 若有剩余金额，则保险人应以赔付金额为限获得赔偿；

(3) 若还有剩余金额，则应由被保险人获得，或由本保险合同的基础保单的保险人获得。金额分配将基于基础保单保险人的赔付金额、免赔额、被保险人的自保额，和/或任何未在本保单保障范围内的损失。

由于追偿上述金额而产生的花费应由各相关方（包括被保险人）共同承担，金额分配基于各方最终获得的补偿额比例。若最终未能追偿任何金额，且此追偿行为由保险人独自进行，则所有因追偿行为而产生的花费应由保险人承担。

17. 残值与补偿

依照本保险合同规定，在损失赔付后获得的任何残值、补偿或款项，将视作在损失赔付前发生，各方应对有关金额进行必要调整。

18. 虚假或欺诈性索赔

未发生保险事故，被保险人谎称发生了保险事故，向保险人提出赔偿请求的，保险人有权解除合同，并不退还保险费。

投保人、被保险人故意制造保险事故的，保险人有权解除合同，不承担赔偿责任，不退还保险费。

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

19. 错误陈述

订立保险合同，保险人就保险标的或者被保险人的有关情况提出询问的，投保人应当如实告知，并如实填写投保单。

投保人故意或者因重大过失未履行前款规定的如实告知义务，足以影响保险人决定是否同意承保或者提高保险费率的，保险人有权解除合同。

投保人故意不履行如实告知义务的，保险人对于合同解除前发生的保险事故，不承担赔偿责任，并不退还保险费。

投保人因重大过失未履行如实告知义务，对保险事故的发生有严重影响的，保险人对于合同解除前发生的保险事故，不承担赔偿责任，但应当退还保险费。

20. 委付

保险人不接受被保险人在任何被保险财产的委付。

21. 检查和审计

保险人或其代理人有权（但并无义务）随时检查被保险人的财产。

保险人的检查权、其检查行为或产生的报告均不得视为代表被保险人或其他人或其利益作出判定或证明被保险财产安全性的保证。

保险人在本保险终止后两年内，为与本保险合同相关事宜之目的，可随时对被保险人账簿及记录进行检查和审计。

22. 转让

保险标的转让的，被保险人或者受让人应当及时通知保险人。

因保险标的转让导致危险程度显著增加的，保险人自收到前款规定的通知之日起三十日内，可以按照合同约定增加保险费或者立即解除合同。保险人解除合同的，应当将已收取的保险费，按照合同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还投保人。

被保险人、受让人未履行本条规定的通知义务的，因转让导致保险标的危险程度显著增加而发生的保险事故，保险人不承担赔偿责任。

23. 第三方权利除外责任

本保险合同仅在被保险人和保险人之间有效。本保险合同中的任何内容均不授予包括被保险人股东在内的任何第三方任何利益，任何第三方无权行使本保险合同项下的权利。

本除外条款不影响被保险人在本保险合同项下的权利。

24. 保险合同解除

保险人或其代表可通过向投保人交付书面通知或按照保险合同中地址向投保人通过挂号信、特快专递或其它邮件的方式邮寄书面通知解除本保险合同，书面通知中列明何时解除生效（但不得早于交付或邮寄后 30 日）。前述通知书的邮寄应作为解除本保险合同的充分证明，且本保险合同应当在该等通知载明的日期和时间解除。

如果本保险合同在保险责任开始生效后解除，则保险人有权按照按日计收自保险责任开始之日起至合同解除之日的保险费，并退还剩余部分保险费。

合同解除的有效性不以保险人退还剩余保费为前提，但保险人须尽快支付该款项。

若投保人未按照保险人要求在指定时间内支付保险费，保险人有权在保险费付款期限届满后，立即书面通知投保人解除保险合同。

如果根据有关法律，通知书送达期限受到限制或无效，则该期限应视为已被变更至该等法律允许的最短期限。

25. 争议解决

因履行本保险合同发生的争议，由当事人协商解决。协商不成的，提交保险合同载明的仲裁机构仲裁；保险合同未载明仲裁机构且争议发生后未达成仲裁协议的，依法向人民法院起诉。

26. 按份责任

如果本保险由多个保险人共同承保，各保险人在本保险合同项下的责任是相互独立的而非连带责任，并以各自的承保份额为限。任何保险人对其他未履行保险合同责任的其他保险人不负连带赔偿责任。

27. 针对保险人的诉讼

被保险人向保险人请求赔偿保险金的诉讼时效期间为二年，自其知道或者应当知道保险事故发生之日起计算。

28. 重大变动

在合同有效期内，如保险标的占用与使用性质、保险标的地址及其他可能导致保险标的危险程度显著增加的、或其他足以影响保险人决定是否继续承保或是否增加保险费的保险合同重要事项变更，被保险人应及时书面通知保险人，保险人有权要求增加保险费或者立即解除合同。保险人解除保险合同的，将按日比例退还已收取的自解除之日起的未到期保险费。

被保险人未履行前款约定的通知义务的，因保险标的的危险程度显著增加而发生的保险事故，保险人不承担赔偿责任。

29. 专家费用

在本保险合同保险金额范围内，本保险合同承保用于重置或修复本保险合同保障范围内受损被保险人财产引起的建筑师、检验师、顾问工程师及其他专家的任何合理且必须的费用。

30. 相关法律

与本保险合同有关的以及履行本保险合同产生的一切争议，适用中华人民共和国法律（不包括港澳台地区法律）。

Property Terrorism

Please read the Insurance clauses carefully, particularly the EXCLUSIONS highlighted.

If you are provided with both the English version and the Chinese version of the Policy, both versions shall be equally enforceable. In case of any discrepancies between the Chinese and English, the Chinese version shall prevail.

GENERAL PROVISION

The Insurance Contract incorporates the Insurance Clauses, Quotation, Policy Schedule or Certificate, and Endorsements (if any). Any agreement related to the Insurance Contract shall be in written form.

INSURING CLAUSE

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching and forming part of this Policy (hereinafter referred to as the "Schedule") against physical

loss or physical damage occurring during the period of this Policy caused by an Act of Terrorism or Sabotage, as herein defined.

For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

EXCLUSIONS

This Policy does not insure against:

- 1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.**
- 2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.**
- 3. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage.**
- 4. Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.**
- 5. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.**
- 6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.**
- 7. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.**
- 8. Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.**

- 9. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.**

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

- 10. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.**
- 11. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.**
- 12. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by Insurer in writing prior to such measures being taken.**
- 13. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.**
- 14. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.**
- 15. Loss or increased cost as a result of threat or hoax.**
- 16. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.**
- 17. Loss or damage caused by mysterious disappearance or unexplained loss.**
- 18. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism 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 Policy does not cover physical loss or physical damage to:

- 1. Land or land values.**
- 2. Power transmission, feeder lines or pipelines not on the Insured's premises.**
- 3. Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty days, unless the property is intended to be unoccupied in its normal operations.**
- 4. Aircraft or any other aerial device, or watercraft.**
- 5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.**
- 6. Animals, plants and living things of all types.**
- 7. Property in transit not on the Insured's premises.**

CONDITIONS

1. JOINT INSUREDS

The Insurer's total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the sum insured shown in the Schedule. The Insurer shall have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

2. OTHER INSURANCE

This Policy shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Policy. When this Policy is written specifically in excess of other insurance covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this Policy in excess of the deductible with respect to each and every covered loss.

3. SITUATION

This Policy insures property located at the addresses stated in the Schedule.

4. SUM INSURED

The Insurer hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each occurrence and in the Policy aggregate.

5. DEDUCTIBLE

Each occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

6. OCCURRENCE

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses sustained by the Insured at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

7. DEBRIS REMOVAL

This Policy also covers, within the sum insured, expenses incurred in the removal from the insured location of debris of property stated in the Schedule damaged by an Act of Terrorism or an Act of Sabotage.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

8. DUE DILIGENCE

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

9. PROTECTION MAINTENANCE

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the period of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Insurer without their consent.

10. VALUATION

It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

-The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;

-Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the actual cash value at the time of loss;

-If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Policy.

The Insurer's liability for loss under this Policy shall not exceed the smallest of the following amounts:

-The Policy limit applicable to the destroyed or damaged property;

-The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss;

-The amount actually and necessarily expended in replacing said property or any part thereof.

The Insurer will normally expect the Insured to carry out repair or replacement of the insured property, but if the Insured and the Insurer agree that it is not practicable or reasonable to do this, the Insurer will pay the Insured an amount based on the repair or replacement costs, **less an allowance for fees and associated costs which are not otherwise incurred. The Insurer will only pay the Insured up to the Sum Insured shown in the Schedule.**

11. INCORRECT DECLARATION PENALTY

If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

12. NOTIFICATION OF CLAIMS

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Insurer and or the Broker, named for that purpose in the Schedule, who is to advise the Insurer within seven (7) days of any occurrence.

If the Insured makes a claim under this Insurance he must give the Insurer such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Insurer, the Insured must submit to examination by any person designated by the Insurer.

13. PROOF OF LOSS

The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Insurer) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

14. LATE NOTIFICATION

If there is a late notification due to his willful act or gross negligence, which makes the Insurer not able to ascertain the nature, cause and extent of the loss, the Insurer shall not indemnify the Insured in respect of such uncertain part of Damage, except that the Insurer is aware or ought to be aware of the occurrence timely by other means.

15. LOSS ASSESSMENT AND CLAIM PAYMENT

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

Upon receipt of a claim, the Insurer shall confirm whether the Damage is covered by this Policy or not in a timely manner. For complicated cases, it is hereby agreed to allow an extension of no more than 180 days, or further extension if needed subject to the agreement by both parties.

The Insurer shall notify the Insured of the decision in a timely manner. If the damage is covered by this Policy, the Insurer shall make payment within ten days after reaching an agreement with the Insured. If the damage is not covered by this Policy, within three days after the decision, the Insurer shall issue a declination letter and explain the reasons to the Insured.

The Insurer shall allow an advance payment that can be determined by the available proofs or documents if the final settlement amount cannot be determined within sixty days after receipt of such claim and relevant documents, and pay the balance to the Insured after the final amount of indemnity is adjusted.

16. SUBROGATION

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Policy or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with Insurer and, upon the Insurer's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do

anything that may be necessary to secure such right. The Insurer will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

(i) Any interest, (including the Insured's), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);

(ii) Out of the balance remaining, the Insurer shall be reimbursed to the extent of payment under this Policy;

(iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Policy.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Insurer, the expense thereof shall be borne by the Insurer.

17. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

18. FALSE OR FRAUDULENT CLAIMS

The Insurer is not liable to any false or fraudulent claim made by the Insured.

The Insurer is also not liable to the portion of any claim exaggerated by the Insured after the occurrence of an insured event.

The Insurer may terminate this Policy at any time and retain any paid or unpaid premium if any false or fraudulent claim is made by the Insured.

19. MISREPRESENTATION

Before entering into the Insurance Contract, the Policyholder shall make full and accurate representation and disclosure at the request and/or inquiry of the Insurer in respect of the property insured and the Insured himself and complete the Proposal Form faithfully.

If the Policyholder fails to fulfill the obligation of making full and accurate representation and disclosure as aforementioned due to his willful act and/or gross negligence, which may affect the Insurer's decision whether to write the risk of the insurance and whether to raise the premium rate, the Insurer is entitled to cancel the Policy.

If the Policyholder willfully fails to comply with the obligation of making full and accurate representation and disclosure, the Insurer shall not be liable for any loss or damage happening prior to the cancellation of the Policy while no premium shall be refunded.

If the Policyholder, due to gross negligence, fails to disclose in truth material particular(s) which has significant contribution to the occurrence of the event insured hereby, the Insurer shall not indemnify

the Insured for any loss or damage happening prior to the cancellation of this Policy, but shall return premium collected.

20. ABANDONMENT

There shall be no abandonment to the Insurer of any property.

21. INSPECTION AND AUDIT

The Insurer or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Insurer may examine and audit the Insured's books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

22. ASSIGNMENT

Once any property insured is transferred, the Insured or the Assignee shall notify the Insurer immediately.

If the risk increases materially due to that transfer, the Insurer may charge additional premium or immediately cancel the Policy subject to the terms and conditions of the Policy within thirty days after the Insurer's receipt of such notice, in which case, the Insurer shall retain the premium due for the period from the date of inception to the date of cancellation, and refund the remainder of the charged premium to the Policyholder.

If the Insured or Assignee fails to comply with the aforementioned obligation of notification, the Insurer shall not be liable for any Damage due to the material increase of risks resulted from such transfer of the property insured.

23. RIGHTS OF THIRD PARTIES EXCLUSION

This Policy is effected solely between the Insured and the Insurer.

This Policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Policy.

This clause shall not affect the rights of the Insured.

24. CANCELLATION

This Policy may be cancelled by or on behalf of the Insurer by delivery to the Policyholder or by mailing to the Policyholder by registered, certified, or other mails, at the Policyholder's address as shown in this Policy, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If this Policy is cancelled by or on behalf of the Insurer after the insurance liability commences, the Insurer shall retain the pro-rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

If the Policyholder does not pay the required premium as specified in the Policy Schedule within the required payment period, the Insurer has the rights to cancel the Policy immediately by a written notification sent to the Insured's last known address.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

25. DISPUTE RESOLUTION

All disputes arising from implementing this Policy shall be settled through negotiations between the parties concerned. Upon failure to reach an agreement through negotiations, such dispute shall be referred to the arbitration commission specified in the Policy Schedule. If there is no arbitration commission specified in the Policy Schedule and no agreement reached for arbitration, legal proceeding could be initiated with the People's Court in People's Republic of China.

26. SEVERAL LIABILITY

The Insurers' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. The Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

27. LEGAL ACTION AGAINST INSURER

The limitation of action to claim for indemnity under this Policy shall be two years from the date that the Insured is aware or ought to be aware of the occurrence of loss or damage insured hereby.

28. MATERIAL CHANGES

During the period of insurance, the Insured shall give the Insurer immediate written notice of any alteration of the occupation and/or usage and/or location of the property insured and/or other material facts which may increase the risks materially and affect the Insurer's decision whether to continue writing the risk of insurance and, if so, whether to increase the premium, and the Insurer is entitled to charge additional premium or immediately cancel the Policy. If the Insurer cancel this Policy, the Insurer shall be liable to refund the premium on a pro-rata basis for the unexpired term from the cancellation date.

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

29. EXPERTS FEES

This Insurance includes, within the sum insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Policy.

30. APPLICABLE LAW

All disputes related to this insurance contract shall be governed by the laws of the People's Republic of China, but except laws of Hong Kong SAR, Macau SAR, and Taiwan.