

## 安达财产损失保险条款（华为定制版）

请仔细阅读保险条款全文，特别是以下划线标注的免除保险人责任的规定。

### 总则

**第一条** 本保险合同由保险条款、投保单、保险单或其他保险凭证以及批单组成。凡涉及本保险合同的约定，均采用书面形式。

**第二条** 属于被保险人的或者在损害发生之前由被保险人负责或被保险人有义务为其投保的一切动产与不动产（除责任免除中规定的财产），无论任何种类和性质，均可作为本保险合同项下的保险标的，这包括保险期间开始后，被保险人可能获得保险利益或者财务、经济利益的所有财产以及被保险人应对其损害承担责任或有义务为其损害投保的一切此类财产。“动产”包括在指定场所存放的钱财，以及出发地或目的地为地域范围内指定场所的处于运输过程中的钱财，包括在被保险人进行交易的银行或金融机构夜间保险箱中的钱财以及由被保险人、被保险人授权的个人在其私人住所亲自保管的钱财。

### 保险责任

**第三条** 保险标的在指定场所遭受直接有形损失、损毁或损坏的（以下简称“损害”，“受损”一词具有相同含义），除非属于责任免除情形，否则保险人将根据本保险合同的规定（包括有关限制保险人责任的规定）按照所适用的赔偿基准向被保险人进行赔偿。

**第四条** 在保险人的赔偿责任不超出本保险合同已约定的责任限额的前提下，保险人将在保险单列明的相应分项责任限额内向被保险人赔偿下述损失：

（a）为进行修复而就预算、规划、详细说明、工程量、招投标和监管所产生的必要的建筑师、勘测人员、顾问工程师的费用、法律及其他费用以及监督人员的工资，包括与保险标的受损后的法定问询有关的开支和费用（包含为此准备索赔所产生的开支、费用和工资）；

（b）额外产生的开支及应向任何政府、当地政府或其他法定机关支付的费用、缴费或其他税款（但受限于本保险合同第 7 条的规定），前提是支付这些费用、缴费或税款后才能获得对本保险合同承保的建筑物进行复原的许可；

（c）为了将保险标的或其周围的火情或者将可能殃及保险标的的火情扑灭，或者为了防止保险标的因本保险合同承保的其他风险而遭受近在眼前的损害（包括接近保险标的的通路被损坏），所产生的合理必要的开支和费用，以及消防设备的补给成本和为了切断消防器材意外泄漏的或者从其原本存放范围内流出的水或其他物质所产生的费用；

(d) 保险标的遭受可修复的损坏后正在修理或更换时，为了保险标的的安全和对其进行保护所产生的合理必要的开支和费用；

(e) 因为抢劫、偷窃或打算进行抢劫、偷窃导致钥匙和/或钥匙锁具一并被盗，或者有合理的理由相信钥匙已被人复制的，所产生的更换锁具、钥匙和/或成套钥匙锁具的费用，以及因钥匙和/或钥匙锁具一并被盗所产生的开保险箱和/或保险库的费用；

(f) 因下述各项所产生的合理必要的开支和费用：

(i) 因本保险合同承保的风险导致保险标的遭受损坏后，移除、存放和/或处置残骸、拆除、拆卸、底部加固、用物体支撑、从下部提供支撑或提供其他临时修理，包括对合理拆除并移走以便修理或重置的被保险人所拥有的保险标的进行修理；

(ii) 尽管有第 6 条 (7) 款的规定，被保险人对他人的房屋、道路、服务、铁路或航道依法应承担的残骸移除、存放和/或处置费用以及清理费用（但受限于本保险合同第 8 条的规定），前提是被保险人的这项责任并非基于保险期间开始后其所签订或续签的任何协议，除非该等协议不存在的情况下被保险人仍应承担这项责任；

(iii) 因本保险合同承保的风险导致被保险人拥有的保险标的遭受损坏后无法按原定用途使用的，为了进行修理或重置而必须拆卸并移除该保险标的。

(g) 被保险人的董事、合伙人、高级管理人员和员工、客户、宾客、部长、受托人、志愿者或拜访被保险人办公场所的访客的动产、用具和财物（包括钱财）遭受损坏，以及被保险人的福利机关、运动和社交俱乐部或其他俱乐部的财产处于地域范围内时（包括运输中的财产）受到损坏（第 5 条 (1) 项的责任免除规定不适用于本 (g) 项）；

本保险合同如有共同保险规定或附加条款，则该等规定或附加条款对上述 (b) 项至 (g) 项提供的保险保障不产生影响。

(h) 非商业用途的园地、草坪、树木、灌木、观赏植物或其他生长中的植物遭受损坏，包括但不限于出入口、围墙、挡土墙、假山、铺筑材料及附属的装饰；

(i) 被保险人为获得货物、材料和服务所产生的关税和消费税、进口税、运费、保险费和类似收费；

(j) 仅为了加快保险标的修复或修理所实际产生的合理必要的费用，包括（但不限于）因加班、晚班、周末或节假日工作所支付的加倍工资、为快速客货运或其他铁路公路运输所支付的运输费以及空运费用；

(k) 保险期间内，因承保的风险导致被保险人为了清理被保险人所使用的场所或场所附近堵塞的管道、下水道、排水沟、污水管、过滤器、抽水设备和类似装置所发生的合理必要的不属于正常维护的额外支出，包括探查费用；

本项条款中所称“探查费用”是指被保险人为了防止保险标的因本保险合同

下承保的风险而遭受可能发生的损害或为了减少保险标的因此遭受的损失所支出的合理必要费用，但是：

(i)保险人在本项规定下对探查费用的赔偿责任不超过保险单上“探查费用”项下列明的分项责任限额；

(ii) 本项保险责任不扩展保障正常维护的费用。

(l) (i) 清理指定场所的费用，包括去除和处置用于灭火、压制火情或以其他方式减少损害的水和/或其他物质；

(ii) 公认的紧急服务或法定机构收取的所有费用（但不属于下文第（n）项规定的费用），包括但警方、救护车、消防和环保服务；

(m) 被保险人的损失索赔金额不高于本保险合同项下适用的免赔额时，被保险人为消防队出动所依法应付的费用；

(n) 消防设备内的物质因意外或恶意行为或者为了灭火而释放,根据法律要求应当用其他消防设备将其替换的，购买与被替换的消防设备具有类似功能的其他消防设备的成本；

(o) 由于被保险人的员工使用的仅用于或主要用于居住的房屋发生损失、损毁或损坏，从而导致的合理必要的临时住宿费用。依据本项规定提出的单项索赔，其赔偿金额仅限损失、损毁或受损房屋的租赁价格根据修理所需合理期间按比例计算得出的金额。

## 责任免除

**第五条** 下述财产受到的有形损失、损毁或损害或由此导致的损失，本保险合同下不予赔偿：

(1) 运输中的财产（钱财除外），但不包括在被保险人使用的地点上偶尔移动的财产。非存货和/或商品的财产及未注册的机动车辆被临时移动至承保国家内的任何地方的，本项责任免除规定不适用，但该等财产处于被运输状态时，保险责任仅限于因火灾、闪电、爆炸、地震、飞机、骚乱、罢工、恶意损坏及风暴和/或暴风雨所导致的有形损失、损毁或损坏；

(2) 下述情形下的钱财：

(a) 专业钱财承运人、专业承运人或公共承运人正在运输的钱财，并且对此投保了更具针对性的保险，但超出该针对性的保险的赔偿金额的那部分损失，本保险合同将予以赔偿；

如果被保险人在正常经营过程中与前述承运人签订协议，约定对于因本保险合同承保的风险导致的损失、损毁或损坏，被保险人将向承运人进行赔偿和/或使承运人免受损害和/或免除承运人的责任的，则本（2）（a）项的规定应视为已被删除。

(b) 自未上锁且无人照看的车辆上偷走的钱财。

(3) 珠宝、皮草、金银、贵金属或宝石，但属于业务库存和/或商品的除外；

(4) (a) 火车头、轨道车辆或船舶，但属于经营库存和/或商品的除外；本保险合同不承保任何在水上的船舶；

(b) 飞行器（包括其配件和/或备用零件），但属于经营库存和/或商品的除外；本保险合同不承保任何正在滑行、起飞、飞行或降落的飞行器；

(5) 经注册或发放牌照，可以在公共道路上行驶的车辆或拖车，但本项责任免除不适用于以下各项：

(a) 处于被保险人占用或使用的场地的，和/或（在承保的场所内）存放、停放的无须注册的或无须发放牌照的车辆或拖车；

(b) 处于被保险人占用或使用的场所且未另行投保的移动装置和设备；

(6) 活体动物、鸟类或鱼类或者其他生物；

(7) 土地，但本项责任保险规定不适用于收回、恢复或修复土地改良的费用。引处所称的“土地改良”包括但不限于通过平整场地、园林绿化、建堤坝以及在土地上增铺路面、道路、采石场或进行其他结构性改良的方式改变土地的自然状态。土地改良不包括填埋；

(8) 桥梁、运河、道路和隧道、铁轨（但在被保险人占用或使用的场地上的除外），水坝和水库（贮水池除外）及其所容纳的东西。

(9) 不构成建筑物一部分的船坞、码头和水上平台；

(10) 地表下的矿产，但本保险合同另有明确约定的除外；

(11) 加工中的财产由于加工原因（受到的或导致的损失）；

(12) 正在进行修理、维护、安装、重新设置、建造、装配、改动或增添附加物的财产，包括部分拆除现有结构，条件是在任何一个指定场所进行上述活动期间的所有工作的合同总价值超过 10,000,000 元（已单独通知保险人的除外），但本项责任免除规定仅适用于前述工作所涉及的那部分场地或财产，不适用于本保险合同项下承保的其他原有财产或结构；

本保险不因在承保地点上从事该等修理、维护、安装、重新设置、建造、装配、改动或增添附加物工作或从事其他维护或类似工作的工人而失效。

(13) 海上石油和天然气钻井和/或生产钻塔；

(14) 海底电缆；

(15) 不在被保险人的承保地点上（或离被保险人的承保地点超出 1,000 英尺）的架空输电线路和架空配电线。

**第六条 保险人对下述各项均不承担赔偿责任：**

(1) 因下述原因造成保险标的遭受有形损失、损毁或损害的：

(a) 直接或间接因战争、入侵、外敌行为、敌对状态（无论宣战与否）、内战、反叛、革命、暴动、军事力量或篡权导致或与其相关或者在前述情况下发生；

(b) 因政府或者公共机构、当地机构对财产做出的或依其命令对财产做出的征收、国有化、征用或损害；

尽管有前述（b）项的责任免除规定，为了预防、减少火灾或其他本保险合同承保的风险造成的即将可能发生的损害，导致承保地点上的完好财产遭受损失、损毁或损坏或者将其移除，保险人将赔偿损失和支付移除费用。

(2) 因下述原因直接或间接造成、引起保险标的遭受有形损失、损毁或损坏和/或导致任何性质的法律责任的，或者是其发生的原因之一：

(a) 核废料或核燃料的燃烧产生的电离辐射或放射性污染；在本项责任免除条款中，“燃烧”包括核裂变自我维持的过程；

(b) 核武器材料；

(3) 因下述原因导致或在下述情形下发生的有形损失、损毁或损害：

(a) 蛾虫，白蚁或其他昆虫，有害动物，锈蚀或氧化，发霉，霉菌，污染物质或染污，湿腐或干枯，侵蚀，变色，大气湿度或温度变化，蒸发，病害，内在缺陷或潜在缺陷，重量减少，口味、质地或光泽度发生变化，工业活动产生的污物或烟雾（不包括由前述导致的不可预见的突发损害）；

(b) 正常损耗，褪色、划痕或污渍，逐渐变坏或逐渐产生裂缝，正常维护或修理；

(c) 设计、规划或规格存在错误或疏漏，或者设计失败；

(d) 建筑物或地基、墙壁、路面、道路或其他结构性改良的正常沉降、渗漏、收缩或膨胀，变形、鼓胀和震动；

(e) 存在缺陷的材料或工艺；

但如果本款规定的任何情形或风险引发了其它不属于责任免除范围的风险，后者随后造成保险标的损失、损毁或损害的，则上述（a）至（e）项的责任免除规定不适用。

（4）因下述原因导致或在下述情形下发生的有形损失、损毁或损害：

（a）因下述原因造成选址错误：

（i）建筑设计或规格有错误；

（ii）工艺有缺陷，但如果本款规定的任何情形或风险引发了其它不属于责任免除范围的风险，后者随后造成保险标的损失、损毁或损害的，则本分项责任免除规定不适用；

（iii）被保险人（或代表被保险人的其他人）未能遵守政府、公共机构或当地机构颁发的必要许可；

（b）因被保险人或其代理人的原因导致无法获得必要的许可，政府、公共机构或当地机构要求进行拆除；

（5）因下述原因导致或在下述情形下发生的有形损失、损毁或损害：

（a）不明原因的库存短缺，因书写错误或会计差错造成的缺失，被保险人供应或交付的材料发生短缺，或者供应或交付给被保险人的材料发生短缺；

（b）（i）自燃；

（ii）自然发酵或自发加热，或者任何带有直接加热的过程；

但上述（b）（i）项和（b）（ii）项的责任免除规定仅适用于直接受影响的物品，因自燃、自然发酵、自发加热或者带有直接加热的过程导致其他财产受损的，本项责任免除规定不适用。

（6）因下述原因导致或在下述情形下发生的有形损失、损毁或损害：

（a）（i）被保险人或其员工单独或与其他人串通做出与保险标的相关的欺诈或不诚实的行为、欺骗性的挪用、侵占、伪造、假装数据损坏、以电子或非电子的方式非法修改和删除数据；

（ii）保险人及其员工以外的任何人通过数据通讯媒介访问被保险人的计算机系统并以被保险人的计算机系统为终点；

但被保险人的员工以暴力方式强行进入房屋或构成重罪在屋内藏匿物品后发生偷盗的，或者现金在运输途中被盗的，则本项责任免除规定不适用；

（b）（i）部分或部分停工；

（ii）因罢工、劳工骚乱或劳工被停工导致任何进程或运营停止、中断或受到阻碍；

但因罢工、劳工或类似人员被停工所直接导致的有形损失、损毁或损害，上述（b）（i）项和（b）（ii）项的责任免除规定不适用。

（c）发生的有形损失、损毁或损害所造成的侵蚀、沉降或塌陷；

（d）绑架、炸弹威胁、污染物威胁、骗局或任何带前述目的的企图；

但如果本款规定的任何情形或风险引发了其它不属于责任免除范围的风险，后者随后造成保险标的损失、损毁或损害的，则上述（a）至（d）项的责任免除规定不适用。

（7）任何性质的法律责任，但本保险合同另有规定的除外；

（8）任何种类的间接损失，包括因延误、不履行、丢失合约或者土地或股票贬值所造成的间接损失，但本保险合同另有规定的除外；

（9）美国加利福尼亚州发生的地震所造成的任何损失。

**第七条** 在第4条（b）款的保险责任下，保险人不赔偿任何政府、当地政府或其他法定机关要求被保险人支付的任何罚款和/或罚金。

**第八条** 第4条（f）款（ii）项的保险责任不扩展至被保险人因任何污染所承担的任何责任。

### **保险金额、责任限额与免赔额（率）**

**第九条** 保险金额、责任限额和免赔额（率）由投保人与保险人协商确定并在保险单中载明。

### **保险期间**

**第十条** 保险期间以保险单载明的起讫时间为准。

### **保险人义务**

**第十一条** 保险合同成立后，保险人应当及时签发保险单或其他保险凭证。

**第十二条** 保险人收到被保险人的赔偿请求后，应当及时作出核定；情形复杂的，应当在三十个自然日内作出核定，但另有约定的除外。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的协议后十个自然日内，履行赔偿义

务。保险合同对赔偿的期限另有约定的，保险人应当按照约定履行赔偿义务。对不属于保险责任的，应当自作出核定之日起三个自然日内向被保险人发出拒绝赔偿通知书，并说明理由。

**第十三条** 保险人自收到赔偿请求和有关证明、资料之日起六十个自然日内，对其赔偿数额不能确定的，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数额后，应当支付相应的差额。

**第十四条** 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，并不退还保险费。

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。

投保人、被保险人有前三款规定行为之一，致使保险人支付赔偿或者支出费用的，应当退回相应赔偿款项或赔偿支出费用。

### 投保人和被保险人义务

**第十五条** 订立保险合同，保险人就保险标的或者被保险人的有关情况提出询问的，投保人应当如实告知。

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

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，不承担赔偿或者给付保险金的责任，并不退还保险费。

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

**第十六条** 投保人应当按照本保险合同的约定支付保险费。

**第十七条** 在合同有效期内，保险标的的危险程度显著增加的，被保险人应当按照合同约定及时通知保险人，保险人可以按照合同约定增加保险费或者解除合同。保险人解除合同的，应当将已收取的保险费，按照合同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还投保人。

被保险人未履行前款规定的通知义务的，因保险标的的危险程度显著增加而发生的



保险事故，保险人不承担赔偿保险金的责任。

**第十八条** 投保人或者被保险人知道保险事故发生后，应当及时通知保险人。故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿或者给付保险金的责任，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。

## 赔偿处理

**第十九条** 对于固定资产，保险人将按照以下赔偿基准向被保险人进行赔偿：

(a) 建筑物、机械、厂房和所有其他财产和物品（但下文另有约定的除外）：按照复原和替换以及额外复原费用附加条款确定的复原、替换或修理的费用；

但如果被保险人选择按照受损财产的实际价值索赔，则保险人将按照财产在损害发生时的价值向被保险人进行赔偿，或者依照保险人的选择对财产或其任何部分进行复原、替换或修理。在任何情况下，保险人均将按照额外复原费用附加条款的规定赔偿被保险人发生的费用。

(b) 土地所有权文件：按照复原、更换、重制或修复文件及其所含内容（但不包括该等内容对被保险人的价值）的费用（包括法定费用以及人工费和其他被保险人支出的管理费用）。

(c) 计算机系统记录、文件、手稿、有价证券、契约、说明书、计划、图纸、设计、商业书籍及其他各类记录：按照复原、更换、重制或修复该等文件、记录及其所含内容（但不包括该等内容对被保险人的价值）的费用；或者在有要求的情况下，按照损害发生地在发生之时的空白文具材料更换费用；

(d) 图案、模型、模具、印模或铸模：按照修理或更换（如实际进行了更换）的费用，或者按照财产对被保险人的实际价值；

(e) 玻璃：按照修理或更换破损玻璃的成本，包括下述各项：

- (1) 破损玻璃更换期间的临时停业和/或使用保安服务；
- (2) 玻璃上的广告或装饰；
- (3) 更换玻璃上的防盗报警录像带；
- (4) 拆除和重新固定窗户以及展示柜框架和配件；
- (5) 玻璃上的热反射材料或工艺。

(f) 董事和员工、客户、宾客、部长、受托人、志愿者或访客的动产、用具和财物，以及福利机构、运动和社交俱乐部的财产：按照修理费用，或者在更换的情况下，按照更换时在更换地的更换费用；

(g) 待拆除的空置房屋：按照建筑材料和/或房东固定装置及配件的残值；

(h) 爆裂或渗漏的管道：如果证实保险标的的损失和/或损害是水箱、设备或管道爆裂或渗漏造成的，按照查找和更换该等水箱、设备或管道的费用；

(i) 园林绿化（包括被保险人负责的各种植物、树木、灌木、矮树、鲜花、草皮和地被植物）：按照下述各项较低值：

(1) 维修费用；

(2) 用届时市场可公开获得的不超过原有尺寸、种类和质量的园林绿化物品更换同一个场地上所有受到有形损害的园林绿化物品的费用；

(3) 雇佣或聘请具有相应技术或专业能力的人修理或更换受损园林绿化的费用；

(4) 采购和运输园林绿化替换物品的费用；

如果受损园林绿化没有进行修理或更换，则按照其实际现金价值。

**第二十条** 对于库存，保险人将按照以下赔偿基准向被保险人进行赔偿：

(a) 非中国内地的库存：按照被保险人 ERP 系统里的标准成本，加上 21%；

(b) 非中国内地的零配件库存：

(i) 良好的零配件：按照被保险人 ERP 系统里的标准成本，加上 10%；或

(ii) 有待维修和再使用的有缺陷的零配件：被保险人 ERP 系统里的标准成本，减去 5%。

零配件是指被保险人用于服务交付的材料，包括但不限于：IT 产品（如 IC 芯片、电路板、模块、服务器和微型电脑等）以及其他辅助产品（如微波产品等）和消费类电子产品（如为维修提供的备用电路板、周转备用服务器、主板、组件和配件等）。

对于不属于被保险人所有但由其照看或保管的库存，保险人将基于合同价格承担赔偿责任。

**第二十一条** 发生保险责任范围内的损失，应由第三者负责赔偿的，保险人自向被保险人赔偿之日起，在赔偿金额范围内代位行使被保险人对该第三者请求赔偿的权利。

保险事故发生后，被保险人已经从第三者取得损害赔偿的，保险人支付赔偿时，可以相应扣减被保险人从第三者已取得的赔偿金额。

保险事故发生后，保险人未赔偿保险金之前，被保险人放弃对第三者请求赔偿的权利的，保险人不承担赔偿保险金的责任。

保险人向被保险人赔偿保险金后，被保险人未经保险人同意放弃对第三者请求赔偿的权利的，该行为无效。

被保险人故意或者因重大过失致使保险人不能行使代位请求赔偿的权利的，保险人可以扣减或者要求返还相应的保险金。

**第二十二条** 本保险合同项下承保风险导致保险标的遭受有形损失、损毁或损害的，被保险人为了对该等保险标的进行识别、确定数量和评估价值而进行盘存（包括拆包、重新包装和重新存放），包括对不属于被保险人所有但由被保险人照看、保管或控制的保险标的进行检查，由此产生的必要且合理的开支和费用，将由保险人承担。

## 争议处理和法律适用

**第二十三条** 本保险合同应适用中华人民共和国法律并据其解释。

**第二十四条** 与本保险合同有关的或因履行本保险合同所产生的争议，由当事人协商解决。协商不成的，应提交至保险单所列明的仲裁机构进行仲裁；保险单未列明仲裁机构且争议发生后未达成仲裁协议的，则应依法向中华人民共和国境内有管辖权的人民法院起诉。

## 释义

**第二十五条** 除另有约定外，下述用语在本保险合同中的具有如下定义：

（1）**洪水**：是指由于处于下述正常界限内的水流出或释放导致通常为陆地的区域被淹没：

- （a）湖泊（无论是否对其进行变动或改动）；
- （b）河流（无论是否对其进行变动或改动）；
- （c）溪流（无论是否对其进行变动或改动）；
- （d）其他天然水体（无论是否对其进行变动或改动）；
- （e）水库；
- （f）运河；
- （g）水坝。

（2）**钱财**：是指流通硬币、纸币、旅行支票、有价证券、票据、支票、预付信用卡、凭证、信用卡销货和/或折扣房代金券、邮政汇票、汇款单、优惠券、未使用的邮资和印花税票（包括盖印机内邮票的价值）。

（3）**承保地点**：是指资产明细表中列明的指定场所。

（4）**法定问询**：是指因保险标的受损直接导致政府、半政府机构或者地方机构或规划部门开展的或根据它们的指示开展的司法、死因调查或其他形式的问询或听证。

（5）**地域范围**：是指本保险合同所承保的地域，在保险单中载明。

## **Chubb Property Damage Insurance (Huawei version)**

**PLEASE READ THE ENTIRE POLICY CAREFULLY ESPECIALLY THE UNDERLINED PARTS WHICH MAY EXEMPT THE INSURER FROM LIABILITY UNDER THIS POLICY**

### **General Provisions**

**Article 1** All parts of this Policy, along with the proposal form, policy schedule or other insurance certificate and any endorsements should be read together and considered as one contract. Any agreement related to this insurance shall be made in written form.

**Article 2** The property insured under this Policy shall include all real and personal property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any Damage, including all such property in which the Insured may acquire an insurable or pecuniary or economic interest or for Damage to which the Insured becomes responsible or assumes responsibility to insure, after the commencement of the Period of Insurance. It is understood and agreed that the term "personal Property" shall include Money whilst contained in the Situation and whilst in transit to and from the Situation anywhere in Territorial Limits, including whilst contained in the night safe of any bank or financial institution where the Insured transacts business, and in the personal custody of the Insured and/or persons authorised by the Insured whilst contained in their private residences.

### **Insurance Coverage**

**Article 3** In the event of any direct physical loss, destruction or damage (hereinafter referred to as 'damage' with 'damaged' having a corresponding meaning) not otherwise excluded happening at the Situation to the property insured, the Insurer(s) will, subject to the provisions of this Policy including the limitation on the Insurer(s) liability, indemnify the Insured in accordance with the applicable Basis of Settlement.

**Article 4** Subject to the liability of the Insurer(s) not being increased beyond the Limit(s) of Liability already stated herein, the Insurer(s) will also indemnify the Insured up to the limit listed in the policy schedule for:-

- (a) architects', surveyors', consulting engineers', legal and other fees and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement, including costs and expenses

incurred in connection with Statutory Inquiries, consequent upon Damage to property hereby insured including such costs, fees and salary for preparing any claim hereunder;

- (b) any extra costs incurred, fee, contribution or other impost payable to any government, local government or other statutory authority; where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder, subject to Article 7 hereunder;
- (c) costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the vicinity of property hereby insured or threatening to involve such property or for the purposes of preventing imminent Damage to property insured by any other peril insured against by this Policy, including Damage to gain access, and the cost of replenishment of firefighting appliances and charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines;
- (d) costs and expenses necessarily and reasonably incurred for the temporary protection and safety of property insured pending repair or replacement consequent upon damage recoverable hereunder;
- (e) costs of replacing locks and/or keys and/or combinations where if as a result of burglary, theft or any attempt the keys and/or combinations are stolen or if there are reasonable grounds to believe the keys may have been duplicated also the cost of opening safes and/or strongrooms as a result of theft of keys and/or combination;
- (f) costs and expenses necessarily and reasonably incurred in respect of:
  - (i) the removal, storage and/or disposal of debris, demolition, dismantling, shoring up, propping, underpinning or other temporary repairs any of which are consequent upon damage to property insured by this Policy and occasioned by a peril insured against, including the reinstating of any damaged property belonging to the Insured which has been reasonably demolished and removed for the purpose of reinstatement or replacement of Damaged insured property, provided the damage to the insured property is caused by the insured peril;
  - (ii) subject to Article 8 hereunder, the Insured's legal liability in respect of removal, storage and/or disposal of debris, notwithstanding Article 6 (7), in relation to premises, roadways, services, railway or waterways of others, for such costs together with the cost of cleaning provided that such liability

was not assumed by the Insured under an agreement entered into after the commencement of the Period of Insurance or any renewal thereof unless liability would have attached in the absence of such agreement.

(iii) the demolition and removal of any property insured belonging to the Insured which is no longer useful for the purpose it was intended, providing such demolition and removal is necessary for the purpose of the reinstatement or replacement of Property Insured and is consequent upon damage to the Property Insured by a peril hereby insured against.

(g) Damage to personal property, tools and effects (including Money) belonging to directors, partners, executives and employees, customers, guests, ministers, trustees, volunteers or visitors to the premises of the Insured and property of welfare, sport and social, or other clubs of the Insured damaged whilst anywhere in Territorial Limits including whilst in transit (Article 5 (1) shall not apply to this clause (g));

Provided that the insurance under clauses (b) to (g) inclusive above shall not be subject to application of any Co-insurance clause or memorandum contained in this Policy.

(h) Damage to garden plots, lawns, trees, shrubs, ornamental plants or other growing plants not intended for commercial purposes including but not limited to gates, fences, retaining walls, rockwork, paving and ornamentation pertaining thereto;

(i) Customs and excise duties, import taxes, freight, insurance and similar charges in respect of the procurement of goods, materials and services incurred by the Insured;

(j) The actual expenses necessarily and reasonably incurred for the sole purpose of expediting reinstatement or repair of the Property Insured including (but not limited to) penalty rates for wages during overtime shift, night, weekend or holiday working, payment for carriage by express passenger fast goods or other rail or road transport, for carriage by air freight;

(k) Additional costs necessarily and reasonably incurred by the Insured in the clearance of blocked pipes, drains, gutters, sewers, filters, pumping equipment and the like during the Period of Insurance, including exploratory costs, at or in the vicinity of the premises used by the Insured, as a result of Insured Perils, provided that this extension shall not cover normal maintenance costs;

For the purpose of this indemnity provision, "exploratory costs" mean costs necessarily and reasonably incurred by the Insured to prevent imminent damage

or diminish damage to Property Insured by any peril insured against by this Policy. Provided that:

- (i) the liability of the Insurer(s) under this provision for exploratory costs shall not exceed the amount of the Sub-Limit stated in the Schedule under the heading "Exploratory Costs";
  - (ii) this extension shall not cover normal maintenance costs.
- (l) (i) the cost of cleaning up at the Situation, including the removal and disposal of water and/or other substances used to extinguish or suppress fire or to otherwise minimize the Damage;
- (ii) all costs levied by any recognized emergency service or any statutory authority (other than as provided in sub-clause (n) hereunder) including but not limited to police, ambulance, fire services and environmental protection services;
- (m) any statutory liability incurred by the Insured for fire brigade attendance fees solely because any part of the Insured's claim for Damage is within the amount of any deductible applicable under this Policy;
- (n) where as a consequence of the discharge of substance from any fire protection equipment, such discharge being either accidental or malicious or for the purpose of extinguishing fire and where such fire protective equipment is required by law to be replaced with a different type of equipment; the cost of such different type of equipment of similar capabilities as the equipment being replaced;
- (o) for temporary accommodation expenses necessarily incurred as a result of loss, destruction of or damage to premises used solely or principally for residential purposes, occupied by employees of the Insured. Any single claim resulting from this paragraph shall be limited to the rentable value of such premises lost destroyed or damaged proportioned to the time reasonably necessary for reinstatement.

### **Exclusions**

**Article 5** This Policy does not cover physical loss, destruction of or damage to the following property or loss resulting therefrom:

- (1) property (except Money) whilst in transit other than during the incidental movement of such property within situations occupied by the Insured. This exclusion shall not apply during temporary removal of property (other than stock

and/or merchandise) and unregistered motor vehicles to any situation in the countries insured but, whilst such property is in transit, cover is limited to physical loss, destruction or damage caused by fire, lightning, explosion, earthquake, aircraft, riot, strikes, malicious damage and storm and/or tempest;

(2) Money:

- (a) whilst being carried by professional money carriers, professional carriers or common carriers which is more specifically insured excepting the excess amount over and above such more specific insurance which excess is held to be covered hereunder;

Provided that, where in the ordinary course of business the Insured enters into an agreement with such carriers and such agreement provides that the Insured shall indemnify and/or hold harmless and/or release from liability such carriers in respect of loss, destruction or damage which may occur as a result of any event hereby insured against, this insurance shall operate as if this subparagraph 2(a) had been deleted.

- (b) stolen from an unlocked and unattended vehicle;
- (3) jewellery, furs, bullion, precious metals or precious stones other than as stock and/or merchandise of the business;
- (4) (a) any locomotive or rolling stock or watercraft other than as stock or merchandise of the business provided always that no cover shall apply hereunder whilst any watercraft is on water;
- (b) any aircraft (including its accessories and/or spare parts) other than as stock or merchandise of the Business; provided always that no cover shall apply hereunder during taxiing, take off, flight or landing;
- (5) vehicles or trailers registered or licensed to travel on a public road, provided that this Exclusion shall not apply to:
- (a) vehicles or trailers not required to be registered or licensed while on any premises occupied or used by the Insured and/or whilst in storage, parked (in insured premises);
- (b) mobile plant and equipment not otherwise insured while on any premises occupied or used by the Insured.
- (6) live animals, birds or fish or any other living creature;



- (7) Land, however, this exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements. Land improvements as described hereunder include, but are not limited to, any alteration to the natural condition of the land by grading, landscaping, earthen dikes or dams, as well as additions to land such as pavements, roadways, quarries or other structural improvements on or in the land. Land improvements does not include landfill(s);
- (8) bridges, canals, roadways and tunnels, railway tracks (other than on the premises occupied or used by the Insured), dams and reservoirs (other than tanks) and their contents.
- (9) Docks, wharves and piers not forming part of building;
- (10) mining property located beneath the surface of the ground unless otherwise expressly stated in this Policy;
- (11) property during the course of, and as a result of, its processing;
- (12) Property undergoing repair, servicing, installation, resetting, construction, erection, alteration or addition including the partial dismantlement of existing structures where the total contract value of all work to be carried out at any one Situation during such activity exceeds USD10,000,000 (unless notified separately to the Insurers) Provided that this exclusion shall only apply to the portion of the premises or the part of any Property which is the subject of any such work and this exclusion shall not apply to any other existing Property/structure Insured under this Policy;

It is further agreed that this insurance shall not be invalidated by workmen on the Premises for the purpose of effecting such repairs, servicing, installation, resetting, construction, erection, alteration or addition works, or general maintenance purpose and the like.

- (13) oil and gas drilling and/or production rigs whilst offshore;
- (14) sub-marine cables;
- (15) Overhead Transmission and Distribution Lines, which are not situated on the Premises of the Insured (or within 1,000 feet distance thereof).

**Article 6** The Insurer(s) shall not be liable in respect of:

- (1) physical loss, destruction of or damage to the Property Insured
  - (a) directly or indirectly occasioned by or happening through or connected

with war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;

- (b) resulting from confiscation, nationalisation, requisition or damage to property by or under the order of any government or public or local authority;

Notwithstanding the provisions of perils exclusion 1(b) the Insurer(s) shall be liable for loss, destruction of or damage to, or the cost of removal of, sound property at the Premises for the purpose of preventing or diminishing imminent damage by, or inhibiting the spread of, fire or any other peril insured against under this Policy;

- (2) physical loss, destruction of or damage to the property insured and/or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (a) ionizing radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel; for the purpose of this exclusion only, "combustion" shall include any self-sustaining process of nuclear fission;

- (b) nuclear weapons materials;

- (3) physical loss, destruction or damage occasioned by or happening through:

- (a) moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour texture or finish, smut or smoke from industrial operations (other than sudden and unforeseen damage resulting therefrom);

- (b) wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;

- (c) error or omission in design, plan or specification or failure of design;

- (d) normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration;

- (e) faulty materials or faulty workmanship;

Provided that this Exclusion 3(a) to (e) shall not apply to subsequent loss, destruction of or damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion.

- (4) physical loss, destruction or damage occasioned by or happening through:
- (a) incorrect siting of buildings consequent upon:
    - (i) error in architectural design or specification;
    - (ii) faulty workmanship, provided that this exclusion (ii) shall not apply to subsequent loss, destruction or damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion
    - (iii) non-compliance by the Insured (or anyone acting on behalf of the Insured) with the necessary permits issued by government, public or local authorities;
  - (b) demolitions ordered by government or public or local authorities due to failure on the part of the Insured or their agents to obtain the necessary permits required;
- (5) physical loss, destruction or damage occasioned by or happening through:
- (a) unexplained inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from the Insured;
  - (b)
    - (i) spontaneous combustion;
    - (ii) spontaneous fermentation or heating or any process involving the direct application of heat;
- Provided that Perils Exclusions 5(b)(i) and 5(b)(ii) shall be limited to the item or items immediately affected and shall not extend to other property damaged as a result of such spontaneous combustion, fermentation or heating or process involving the direct application of heat;
- (6) physical loss, destruction or damage occasioned by or happening through:
- (a)
    - (i) fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting data corruption,

unauthorised amendment of data and erasure by electronic or non electronic means involving the Property Insured by the Insured or any employee(s) of the Insured acting alone or in collusion with any other person(s);

- (ii) access by any person(s) other than the Insured or the Insured's employee(s) to the Insured's computer system via data communication media that terminate in the Insured's computer system;

Provided that this exclusion shall not apply to theft consequent upon forcible and violent entry upon premises or felonious concealment upon premises committed by an employee of the Insured or theft of money whilst in transit;

- (b) (i) the cessation of work whether total or partial;
- (ii) the cessation, interruption or retarding of any process or operation as a result of strikes, labour disturbances or locked out workers;

Provided that Perils Exclusions 6(b)(i) and 6(b)(ii) shall not apply in respect of physical loss, destruction or damage directly caused by strikers, locked out workers or similar persons;

- (c) erosion, subsidence or collapse resulting therefrom;
- (d) kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereat;

Provided that this Exclusion 6(a) to (d) shall not apply to subsequent loss, destruction or damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion;

- (7) any legal liability of whatsoever nature other than as herein provided;
- (8) consequential loss of any kind including consequential loss due to delay, lack of performance, loss of contract or depreciation in the value of land or stock, except as herein provided under this Policy;
- (9) Earthquake in California USA is excluded.

**Article 7** In respect of Article 4(b) above, the Insurer(s) shall not be liable for payment of any fines and/or penalties imposed upon the Insured by any government, local government or other statutory authority.

**Article 8** The insurance under Article 4(f)(ii) above does not extend to any liability that the Insured may incur as a consequence of pollution of any kind.

### **Sum Insured, Limits of Liability and Deductibles**

**Article 9** The sum insured, limits of liability and/or deductibles shall be stated in the policy schedule as agreed between the Policyholder and the Insurer.

### **Period of Insurance**

**Article 10** The inception and expiration dates of Period of Insurance shall be stated in the policy schedule.

### **Obligations of Insurer**

**Article 11** The Insurer shall issue the policy schedule or other insurance certificates in a timely manner after conclusion of the insurance contract.

**Article 12** Upon receipt of claim from the Insured, the Insurer shall decide whether the claim is covered by this Policy in a timely manner. For complicated cases, the decision shall be made within 30 calendar days or a time period otherwise agreed. The Insurer shall notify the Insured of the decision. If the claim is covered by the Policy, the Insurer shall pay the indemnity within 10 calendar days after reaching an agreement with the Insured or within a period as otherwise agreed in the insurance contract. If the claim is not covered by this Policy, the Insurer shall issue a declination letter and explain the reasons to the Insured within 3 calendar days after the decision is made.

**Article 13** 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 60 calendar days upon receipt of the claim and relevant documents, and shall pay the balance after the final amount of indemnity is adjusted.

**Article 14** If the Insured fabricates an insured event that does not occur and file a claim for indemnity, the Insurer is entitled to terminate the Policy without any refund of premium.

If the Policyholder and/or Insured deliberately make an insured event occur, the Insurer is entitled to terminate the Policy without bearing any liability for the loss and refunding any premium.

If the Policyholder and/or Insured, after occurrence of an insured event, fabricate false causes resulting in the occurrence of the insured event or exaggerate the extent of loss by fabricating and/or forging relevant certificates, materials or other proofs, the Insurer shall not be liable for the fabricated or exaggerated part of loss.

If the Policyholder and/or Insured conducts any of the acts abovementioned and the Insurer has paid indemnity or incurred expenses due to such act(s), the paid indemnity shall be returned and expenses shall be compensated by the Policyholder and/or Insured.

### **Obligations of Policyholder and Insured**

**Article 15** Before entering into the insurance contract, the Policyholder shall make full and accurate representation and disclosure at the request and inquiry of the Insurer in respect of the subject matter insured and the Insured.

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, if so, 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 occurring prior to the cancellation of the Policy and 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, the Insurer shall not indemnify the Insured for any loss occurring prior to the cancellation of this Policy, but shall refund the premium collected.

**Article 16** The Policyholder shall pay the insurance premium in accordance with the insurance contract.

**Article 17** During the Period of Insurance, the Insured shall, in accordance with the insurance agreement, give the Insurer timely written notice of any facts that may increase the risks materially, and the Insurer is entitled to charge additional premium or cancel the Policy as agreed herein. If the Insurer cancels the Policy, the refund of premium collected shall be made after deducting the amount in proportion to the period that it was on risk.

If the Insured fails to perform the obligation of notification aforementioned, the

Insurer shall not be liable for any event occurred due to the material increase of the risks in the property insured.

**Article 18** In the event of any insured event, the Policyholder or Insured shall give timely notice to the Insurer. If the Policyholder or Insured fails to do so deliberately or due to gross negligence that makes it difficult to ascertain the nature, cause, and extent of loss, the Insurer shall not be liable for the uncertain part unless the Insurer is aware or ought to be aware of the occurrence in a timely manner by other means.

### **Claims Settlement**

**Article 19** In respect of fixed assets, the Insurer will indemnify the Insured in accordance with the following basis of settlement:

- (a) On buildings, machinery, plant and all other property and contents (other than those specified below); the cost of reinstatement, replacement or repair in accordance with the provisions of the Reinstatement and Replacement and Extra Cost of Reinstatement Memoranda.

Provided that if the Insured elects to claim the indemnity value of any damaged property, the Insurer(s) will pay to the Insured the value of such property at the time of the happening of the damage or at its/their option reinstate, replace or repair such property or any part thereof. In any event the Insurer(s) will pay costs incurred by the Insured in accordance with the provisions of the Extra Cost of Reinstatement Memorandum.

- (b) On land title deeds; the cost (inclusive of statutory fees and the value of labour and other overhead charges expended by the Insured) of reinstating, replacing, reproducing or restoring same including the information contained therein and thereon but excluding the value to the Insured of the said information.
- (c) On computer systems records, 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;
- (d) On patterns, models, moulds, dies or casts; the cost of repair or replacement (if actually replaced) otherwise the indemnity value to the Insured of such property.
- (e) On glass: the cost of repairing or replacing the broken glass including:

- (1) temporary shuttering and/or hiring of security service pending replacement of broken glass,
  - (2) signwriting or ornamentation on glass,
  - (3) replacement burglar alarm tapes on glass,
  - (4) removing and re-fixing of window and show case frames and fittings,
  - (5) heat reflecting material or process on glass.
- (f) On directors' and employees', customers, guests, ministers, trustees, volunteers or visitors personal Property, tools and effects, and Property of welfare, sport and social clubs; the cost of repair or if replaced, the replacement cost at the time and place of replacement.
- (g) On empty premises awaiting demolition; the salvage value of the building materials and/or landlords fixtures and fittings.
- (h) On burst or leaking pipes, the cost of locating and repairing burst or leaking water tanks, apparatus or pipes where a claim has been substantiated for loss and/or Damage to the Property Insured arising therefrom.
- (i) On Landscaping (including all type of plants, trees, shrubs, bushes, flowers, turf, and groundcover for which the insured is responsible); the loss amount will not exceed the lesser of the following:
- (1) The cost to repair;
  - (2) The cost to replace each physically damaged Landscaping item on the same site with new Landscaping item not to exceed the size, kind and quality and which is publicly available within the current marketplace;
  - (3) The cost of any skilled or specialized labor employed or engaged to repair or replace damaged Landscaping;
  - (4) The cost of sourcing and freighting any replacement Landscaping items;

If such damaged Landscaping is not repaired or replaced, the actual cash value.

**Article 20** In respect of stock and/or inventory, the Insurer will indemnify the Insured in accordance with the following basis of settlement:



- (a) For Inventory outside Mainland China: as per the Insured's standard cost as contained in ERP system; plus 21%
- (b) For Spare parts inventory outside Mainland China:
  - (i) as per the Insured's standard cost as contained in ERP system; plus 10%; for good spare parts, or
  - (ii) as per the Insured's standard cost as contained in ERP system; minors 5%; for faulty spare parts which are to be repaired and reuse.

Spare parts stock is defined as materials used for the purpose of service delivery by the Insured, including but not limited to: IT products such as IC chip, board, module, server and minicomputer, etc, and other ancillary products such as microwave, etc, and consumer electronics products such as servicing backup board for repair, turnaround backup server, main board, parts and accessories, etc.

In respect of stock not owned by but under the care and custody of the Insured, the liability of the Insurers shall be based on contract price.

**Article 21** If a third party is held liable for the covered loss, the Insurer shall be subrogated to all the Insured's rights of recovery against the third party from the date of indemnity payment to the Insured.

If the Insured has been indemnified by the third party after the occurrence, the Insurer may deduct the amount received by the Insured from the third party when paying the indemnity.

The Insurer shall not be liable for the loss if the Insured waives the right to claim against the third party after the occurrence but before the Insurer pays the indemnity.

If the Insured, without the Insurer's consent, waives the right to claim against the third party after the Insurer has paid the indemnity to the Insured, such waiver of right is invalid.

If the Insurer cannot exercise the right of subrogation due to the Insured's willful act or gross negligence, the Insurer may deduct the corresponding amount of indemnity or request for a refund.

**Article 22** The necessary and reasonable costs and expenses incurred by the Insured in taking inventory (including unpacking, re-packing and restocking) to identify, quantify and value any property insured physically lost, destroyed or damaged by any peril insured against by this Policy including examination of property insured not belonging to but in the care, custody or control of the Insured shall be borne by the

Insurer.

## **Dispute Resolution and Governing Law**

**Article 23** This Policy shall be governed by and construed in accordance with the laws of the People's Republic of China.

**Article 24** Any dispute arising out of or in connection with this Policy or the performance thereof shall be settled through negotiations between the parties concerned. If the parties fail to reach an agreement through negotiation, the dispute shall be submitted to the arbitration body specified in the policy schedule for arbitration. If no arbitration body is specified in the policy schedule and the parties fail to reach an arbitration agreement after the dispute arises, the dispute shall be submitted to the jurisdiction of the court within the People's Republic of China.

## **Definitions**

**Article 25** Unless otherwise agreed, the following terms and phrases used in this Policy shall have the following meanings:

- (1) **Flood:** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:
  - (a) a lake (whether or not it has been altered or modified);
  - (b) a river (whether or not it has been altered or modified);
  - (c) a creek (whether or not it has been altered or modified);
  - (d) another natural watercourse (whether or not it has been altered or modified);
  - (e) a reservoir;
  - (f) a canal;
  - (g) a dam.
- (2) **Money:** means current coin, bank notes, travellers cheques, securities, negotiable instruments, currency notes, cheques, pre-paid credit cards, vouchers, credit card sales and/or discount house vouchers, postal orders, money orders, coupon, unused postage and revenue stamps and including the value of stamps contained in franking machines)
- (3) **Premise:** means the Situation specified in the Asset Schedule.
- (4) **Statutory Inquiries:** mean any judicial, coronial or other form of inquiry or hearing established by or at the direction of any government, semi-government, local or planning authority as a direct result of damage to property insured.

- (5) **Territorial Limits:** means the territories that are covered under the Policy as specified in the policy schedule.

