

安达财产损失及营业中断保险 (ABI 版)

第一部分 财产损失保险

根据本条款、批单或另行明确约定的规定，如在保险单载明的保险期间内或投保人已支付（或已约定支付）且保险人同意收取（或已约定收取）保险费的续保或扩展保障期间内，保单中约定承保险财产因本保险合同除外责任以外的原因遭到意外丢失、损毁或破坏，保险人将负责按照被保险财产遭到丢失、损毁或破坏（以下简称“损害”）时的损失金额赔偿被保险人所受损失，保险人亦有权选择修复其财产或接受其他替代品。但是，在任何一个保险期间内对单项损失或累计损失的赔偿金额不得超过：

（1）保险单中载明的单一保险标的保险金额或累计保险金额；

（2）保险单中载明的责任限额；

或者保险人和投保人另行约定的其他金额。

除外责任

A.原因除外条款

本保险合同不负责赔偿：

1.由下列原因导致的财产损失：

(1)①错误的或有缺陷的设计材料或工艺因本身的缺陷、弊端导致被保险财产逐渐恶化、扭曲变形或磨损；

②经营场所的水、电、气、燃料的供应中断或污水处理系统的失效引起的财

产损失。

但此后因保险事故造成的损害不在此限 , 保险人对且仅对该部分损害承担赔偿责任。

(2) 腐蚀 , 锈蚀 , 温度、湿度的极端情况或变化 , 干湿腐菌 , 收缩 , 脱水 , 重量减轻 , 污染 , 污染物 , 颜色、气味或纹理、涂层的变化 , 有害动物或昆虫留下的污点或痕迹。

但因保险事故直接造成被保险财产或存放该等财产的营业场所的损害不在此限。

(3) ① 盗窃 , 但在某一建筑物内伴有暴力或强行进出该建筑物的盗窃除外 ;

② 欺诈或欺骗行为 ;

③ 被保险财产发生原因不明的失踪或盘点时发现的短缺 , 数据归档错误或放置错误 , 原材料供应或交货短缺 , 或由于文书或会计的差错造成的其他短缺 ;

④ 锅炉、节热器、容器或管道裂缝、破裂、解体或过热 , 或管道接口泄露或锅炉焊接失败 ;

⑤ 机械故障 , 电力故障 , 或者机器设备故障 ;

⑥ 空置或废弃场所内水箱设备或管道爆裂、溢出、排水或渗漏。

但 :

(i) 此后因保险事故造成的损害不在此限 , 保险人对且仅对该部分损害承担赔偿责任 ;

(ii) 因保险事故直接造成被保险财产或存放该等财产的营业场所的损害不在此限。

(4) ① 海岸或河流侵蚀 ;

②地面沉降，地表隆起或滑坡；

③新建筑的正常沉降；

④风、雨、冰雹、霜、雪、洪水、砂或粉尘对开放环境中或建筑物的开放空间里的动产或栅栏和出入口造成的破坏；

⑤熔融材料发生冰冻、凝固或意外泄露。

2.由下述原因造成被保险财产受损的：

(1)被保险人或代表被保险人的第三方的所有故意行为或疏忽造成的损失；

(2)工作的延迟中断或市场份额减少或其他直接或间接的损失。

3.由下述原因直接或间接造成被保险财产的损失，包括：

(1)战争、外敌入侵、外敌行为、敌对行为或类似战争行为(无论宣战与否)、内战；

(2)兵变、民众暴乱、军事叛乱、起义、造反、革命、篡权；

(3)任何代表某个组织或与某个组织有联系的人士做出的恐怖主义行为，本款 A3(3)规定不适用于火灾造成的破坏。本款 A3(3)中“恐怖主义”一词是指为政治目的而使用暴力手段，包括为使公众或任何群体陷入恐惧而使用暴力手段。

(4)①因合法权力机构没收、国有化、占用或征收而被临时或永久剥夺财产；

②因建筑物被他人非法侵占导致该建筑物被永久或临时剥夺。

但对于被保险财产被剥夺之前或暂时剥夺期间发生的物质损害，如属于本保险合同的承保范围内，则保险人就该损害仍对被保险人负有保险赔偿责任。

(5)由任一公共机构要求摧毁的财产。

4.下列原因引起的或导致的损害，包括：

(1)核武器材料；

(2) 核燃料或核燃料燃烧后的核废料产生的放射性污染或电离辐射。本款中“燃烧”一词包括核裂变的持续裂变过程。

B.除外财产条款

本保险合同不负责赔偿下述财产所受损失：

1.(1)现金、支票、邮票、债券、信用卡、证券、珠宝、宝石、贵金属、金银、毛皮、古董、珍藏本、艺术作品；

(2)瓷器，陶器或大理石；

(3)固定玻璃；

(4)电子装备计算机和数据处理设备。

但是因火灾、闪电、爆炸、飞机、暴乱、罢工者、被停工员工、参与劳资纠纷人员、恶意人士、公路车辆、动物、地震、风暴、洪水、水箱设备或管道溢漏破裂对上述财产所造成的损害，不属于除外责任范围（除非另行约定排除）。

2.由他人信托持有或寄售的货物、文件、手稿、商业账簿、计算机系统、记录、模式、模型、模具、计划、设计、爆炸物，本保险合同明确予以承保的除外。

3.(1)领有机动车辆执照用于公共道路交通的车辆（包括其附件）、宿营车、拖车、火车头或者载货船舶、航空器、飞船或类似交通工具；

(2)在保险单列明的营业场所外并处于运输中的财产；

(3)拆除、建设、安装中的财产或建筑物及相关材料物资；

(4)土地（包括土表回填与排水）、阴沟、车道、人行道、跑道、铁路线、大坝、水库、运河、钻机、井、管道、隧道、桥梁、船坞、码头、防波堤、挖掘、

矿业财产、地下财产、海上财产；

(5)牲畜、生长期农作物或树木；

(6)由于进行加工而受到破坏的财产；

(7)安装(不包括移除及重修)中的机械设备(仅限因安装操作直接导致损失的情形)；

(8)正在进行改动、修理、测试、安装或维护的财产(仅限因开展的操作施工直接导致损失的情形)，但这些财产在此之后遭受的损失是由本保险合同规定的除外责任范围以外的事故原因造成的，则保险人对且只对该部分损失负责赔偿。

(9)另行明确投保的财产；

(10)罚金、损害赔偿金或罚款。

4.在损害发生之时**有海上保险合同承保的**或者**在没有本保险合同的情况下原本应当有海上保险合同承保的财产**所遭受的损失，但不包括在本保险合同不生效的情况下，超出海上保险合同应当赔偿的金额的那部分损失。

5.锅炉、节热器、涡轮机或者其他使用压力的容器、机械或仪器或者内含物发生爆炸或破裂导致其发生损坏。

不足额投保

如果被保险财产在损害刚发生时的总价值超出本保险合同约定的保险金额，则差额部分由被保险人自行承担，被保险人应按比例自行承担相应的损失。如果本保险合同承保多项财产，则每项财产均适用本条款的限制。

免赔额

对于根据本保险合同所有其他条款和条件(包括分摊条款的条件)所确定的

每一项损失，保险单中载明的免赔额均由被保险人自行承担。

被保险人保证，在本保险合同有效期内，被保险人将不会就保险单中免赔额部分的另行投保。

第二部分 营业中断保险

保障

如果被保险财产在保险单约定的保险期间内/或扩展保障期间内遭受丢失、损毁或破坏（在第一部分定义为“损害”），该等损害是在第一部分项下可以赔偿的，或者在第一部分项下本来可以获得赔偿但是适用超赔，或者在第一部分下原本可以获得赔偿但是存在其他的保险合同，并且被保险人的经营由于该等损害而中断或受阻，保险人根据赔偿标准赔偿被保险人。

前提是在意外发生时，应有有效保险合同承保被保险人在营业场所的财产遭受的损害存在，并且：

- (1) 已在该保险合同项下取得赔款或保险人确认损害属于保险合同规定的保险责任范围；或
- (2) 上述有效保险合同另有条款规定对低于特定数额的责任不予承担，因此赔偿未能进行或责任未被确认；或
- (3) 另有协议规定其他一方或多方而非被保险人应承担所有或部分物质损失损害，因此赔偿未能进行或责任未被确认。

因同一事故引起的损害索赔应被视为一次索赔。该次索赔金额（按照本保险合同

条件进行调整后)，并适用特别约定后，应扣除保险单中载明的免赔额。

赔偿标准

本保险合同下此项保险限于以下原因造成的毛利润损失(1)营业额减少及(2)工作成本增加，且赔偿金额相应为：

- (1) 营业额减少：赔偿金额为毛利润率乘以赔偿期限内由于损害所造成的营业额低于标准营业额的差额；
- (2) 工作成本增加：专为避免或缩小营业额的减少而支出的必要和合理的额外费用，如果不予花费，营业额就要因出险而在赔偿期限降低。但这项费用以不超过毛利润率乘以因花费额外费用而避免降低的营业额所得的金额为准。

以上两项应扣除在赔偿期限内因出险可能在毛利润中减少或停止支付而节约的业务开支和费用。

原因除外条款

本保险合同不负责赔偿以下原因造成的损失：

1. 损害由以下因素造成：

- (a) 1) 错误的或有缺陷的设计材料或工艺因本身的缺陷、弊端导致其逐渐恶化、扭曲变形或磨损；

2) 经营场所的水、电、气、燃料的供应中断或污水处理系统的失效引起的财产损失。

但此后因保险事故造成的损害不在此限,保险人对且仅对该部分损害承担赔偿责任。

(b) 1) 建筑物的坍塌或开裂;

2) 腐蚀,锈蚀,温度、湿度的极端情况或变化,干湿霉菌,收缩,脱水,重量减轻,污染,污染物,颜色、气味或纹理、涂层的变化,有害动物或昆虫留下的污点或痕迹。

(c) 但因保险事故直接造成被保险财产或存放该等财产的营业场所的损害不在此限。 1) 盗窃,但在某一建筑物内伴有暴力或强行进出该建筑物的盗窃除外;

2) 欺诈或欺骗行为

3) 被保险财产发生原因不明的失踪或盘点时发现的短缺,数据归档错误或者放置错误,原材料供应或交货短缺,或由于文书或会计的差错造成的其他短缺;

4) 锅炉、节热器、容器或管道裂缝、破裂、解体或过热,管道接口泄露,或锅炉焊接失败;

5) 空置或废弃场所内水箱设备或管道爆裂溢出、排水或泄漏。

但:

(i) 此后因保险事故造成的损害不在此限,保险人对且仅对该部分损害承担赔偿责任;

(ii) 因保险事故直接造成被保险财产或存放该等财产的营业场所的损害

不在此限。

- (d) 1) 海岸或河流侵蚀；
- 2) 地面沉降，地表隆起或滑坡；
- 3) 新建筑的正常沉降；
- 4) 风、雨、冰雹、霜、雪、洪水、砂或粉尘对开放环境中或建筑物的开放空间里的动产或栅栏和出入口造成的破坏；
- 5) 熔融材料发生冰冻、凝固或意外泄露。

2. 下列损害：

- (a) 由于加工的原因受到破坏的财产，
- (b) 被保险财产在保险合同规定的营业场所之外进行运输遭受的损害。

3. 由于电脑系统上信息或其它记录被清除或失真导致损失：

- (a) 当加载于任何机器或数据处理设备时，
- 或者
- (b) 因磁通存在而导致。

除非此等损害是因加载记录的机器或设备遭受损害所引起的。

4. 下列损害：

- (a) 固定玻璃；
- (b) 玻璃（除固定玻璃外）、陶瓷、大理石或其他脆弱易碎物品；
- (c) 电子装备计算机和数据处理设备；
- (d) 领有机动车辆执照用于公共道路交通的车辆（包括其附件）、宿营车、拖车、火车头或者载货船舶、航空器、飞船或类似交通工具；
- (e) 拆除、建设、安装中的财产或建筑物及相关材料物资；

- (f) 与安装、搬迁或重置（包括拆卸及再次安装）直接有关的工厂机械设备；
- (g) 正在进行变更、修理、测试、安装或维护的财产，包括用品和材料（仅限因开展的操作施工直接导致损害）。

但是因火灾、闪电、爆炸、飞机、暴乱、罢工者、被停工人员、参与劳资纠纷人员、恶意人士、公路车辆、动物、地震、风暴、洪水、水箱设备或管道溢漏破裂引起的损害，不属于除外责任范围（除非另行约定排除）。

5. 下列财产损失：

- (a) 土地（包括土表回填与排水、阴沟、车道、人行道、跑道、铁路线、大坝、水库、运河、钻机、井、管道、隧道、桥梁、船坞、码头、防波堤、挖掘、矿业财产、地下财产、海上财产；
- (b) 牲畜、生长期农作物或树木。

6. 下列原因引起的损害：

- (a) 被保险人或任何代表被保险人的第三方的所有故意行为或疏忽；
- (b) 工作终止。

7. 因下列事件直接或间接导致的损失：

- (a) 战争、外敌入侵、外敌行为、敌对行为或类似战争行为（无论宣战与否）、内战；

- (b) 兵变、民众暴乱、军事叛乱、起义、造反、革命、篡权；
- (c) 任何代表某个组织或与某个组织有联系的人士作出的恐怖主义行为，本第 7 (c) 条款除外责任不适用于火灾造成的破坏。

以上本第 7 (c) 条款中的“恐怖主义”指为政治目的而使用暴力手段，包括为使公众或任何群体陷入恐惧而使用暴力手段。

- (d) 1) 因合法权力机构没收、国有化、占用或征收而被临时或永久剥夺财产；
- 2) 因建筑物被他人非法侵占导致该建筑物被永久或临时剥夺。

但对于被保险财产被剥夺之前或暂时剥夺期间发生的物质损害，如属于本保险合同的承保范围内，则保险人就该损害仍对被保险人负有保险赔偿责任。

- (e) 由任一公共机构要求摧毁的财产。

8. 下列原因造成的直接或间接损失：

- (a) 核武器材料；
- (b) 核燃料或核燃料燃烧后的核废料产生的放射性污染或电离辐射。针对此除外责任 8 (b)，核材料的燃烧包括核裂变的持续裂变过程。

9. 锅炉、节热器、涡轮机或者使用压力容器、船舶、机械或仪器或者内含物发生爆炸或破裂导致其发生的损坏。

10.任何罚款，损害赔偿金或罚金。

定义

毛利润：

数额为

(a) 营业额,年终库存额及进行中的工作之和

减去

(b) 上年年终库存额，进行中的工作和未被保险的工作开支之和

注意：上年库存和年终库存的数额应按照被保险人正常的会计计算方法算出，并适当规定折旧。

未被承保的工作开支：

(a) 购买原材料的全部金额(减除获得的折扣)；

(b) 下列全部费用

非连续性费用

注意：本定义措词的含义应与被保险人帐册中通常表达的意义相一致。

营业额

营业额是指在营业处所经营业务过程中,对出售及交付的货物及提供的服务付给或应付给被保险人的金额(扣除任何被允许的折扣)。

赔偿期限

自发生损失之日起至保险合同规定的月份止 ,在此期间营业结果因损害而受到影响。

营业额减少

为赔偿期限内由于损失所造成的营业额低于标准营业额的差额。

毛利润率

发生损失之日前的会计年度内 , 毛
利润对营业额的比率



年营业额

发生损失之日以前十二个月内的营
业额

上述数额或比率必要时应根据营业
趋势及情况的变化 , 或损失发生前
后业务受影响情况 , 或如未发生损
失原会影响业务的其他情况予以调
整 , 使调整的数额尽可能合理地接
近在出险后有关期间如未发生损失

标准营业额

发生损失之日前十二个月中相当于
赔偿期期间的营业额

原可取得的经营结果

备忘录 1

在赔偿期限内如果为获得营业收入 ,被保险人或他人代其在营业处所以外的地
点 , 销售货物或提供服务 , 则有关这项销售或服务所给付或应给付的金额 , 在计

算赔偿期限的营业额时应包括在内。

备忘录 2

如本保险合同未承保经营业务的维持费用(根据本保险合同规定对毛利润的定义,在计算毛利润时已予减除),在计算本保险合同项下可以取得补偿的营业费用增加的赔偿金额时,只赔偿增加的营业费用乘以按净利润与净利润加上未保的维持费用之比例所得的那一部分额外费用。

净利润特此定义为:

由被保险人在营业场所经营所得扣除维持费用及其他费用(包括折旧)之后获得的净贸易利润(不包括所有资本收入、增值及资本可收取的开支)。

备忘录 3

当所得 100%毛利润在与保险年度和会计年度最接近的期间内,经被保险人的审计员核算少于相应的保险金额,则将按比例退还此期间内按保险金额计算并已缴纳的保险费,但不超过所缴保险费的 50%。

如发生任何事故导致引起本保险合同下的索赔时,退还的保险费要按照假设事故没有发生时 100%毛利润和保险金额的差额计算。

免赔额

免赔额的计算是基于索赔的损失金额除以营业中断天数（仅以赔偿期限为限）来计算每天赔偿损失。此每天赔偿损失金额应乘以如在保险单中所列超过期限的天数。

总则（适用于所有部分）

1. 说明

此保险合同和保险单(为此保险合同不可分割的一部分)应被视作一份合同，在保险合同或保险单的任何一部分中的有特定含义的词语和表达无论出现在何处应有以上同样的特定含义。

2. 情况变化

如果有变化将重大地改变任何向保险人披露的或保险人了解的情况，被保险人应当实际尽快通知保险人此类所有改变，保险人应有权利修改本保险合同条款。

本保险合同的保险期间内，被保险财产的危险程度显著增加的，被保险人应当及时书面通知保险人。保险人在收到通知后，有权决定增加本保险合同的保险费或立即解除本保险合同。

被保险人未履行前款规定的危险程度显著增加的通知义务的，因被保险财产的危险程度显著增加而造成的损失，保险人不承担保险责任。

3. 如实陈述

订立本保险合同，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。

投保人故意或因重大过失未履行前述如实告知义务，足以影响保险人决定是否同意承保或提高保险费率的，保险人有权解除本保险合同。该合同解除权，自保险人知道有解除事由之日起，超过 30 日未行使而消灭。自本保险合同成立之日起超过二年的，保险人不得行使前述合同解除权；发生保险事故的，保险人应当承担赔偿责任。

投保人故意不履行如实告知义务的，保险人对于合同解除前发生的保险事故，不承担赔偿责任，并不退还保费。如果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，保险人对于本保险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。保险人在本保险合同订立时已经知道投保人未如实告知的情况的，保险人不得行使前述合同解除权；发生保险事故的，保险人应当承担赔偿责任。

4. 权益丧失

被保险人或其代表谎称发生保险事故要求赔偿的，保险人有权解除本保险合同，并不退还保险费。被保险人或其代表在损失金额或其他方面编造虚假信息，保险人对其虚报部分不承担赔偿责任。如果保险人已就谎称或虚报的理赔向被保险人支付赔偿，被保险人应当退回或者赔偿。

5. 代位追偿

保险人根据本保险合同就承保损失进行赔偿后，在赔偿金额范围内取得代位追偿的权利。被保险人应当根据保险人的要求提供其所能及的一切协助。被保险人未经保险人书面同意不得放弃任何要求赔偿或补偿的权利或对此进行和解。

被保险人已经从有关责任方就承保损失取得赔偿的，保险人支付赔偿时，可以相应扣减被保险人已从有关责任方取得的赔偿金额。发生事故后，在保险人未支付保险赔偿之前，被保险人放弃对有关责任方请求赔偿的权利，保险人对与该事故有关的损失不承担赔偿责任。保险人支付保险赔偿后，被保险人未经保险人书面同意放弃对有关责任方请求赔偿的权利，该行为无效。因被保险人故意或重大过失致使保险人无法行使代位求偿权的，保险人可以扣减或者要求返还相应的赔偿金额。

6. 法律适用及争议处理

7. 本保险合同适用中华人民共和国法律并据其解释。因履行本保险合同所产生的争议或与本保险合同有关的争议，各方应诚信协商解决，协商不成的，应提交保险单载明的仲裁机构进行仲裁；保险单未载明仲裁机构或无法达成仲裁协议的，应依法向中华人民共和国具有管辖权的人民法院起诉。 **索赔**

如果出现某些会引起或可能引起本保险合同下索赔的情况，被保险人应：

(a) 1) 立即采取措施减少损失或损害,并找回失踪的财产

2) 立即书面通知保险人

3) 如被保险财产被他人盗窃或怀疑被盗窃已被他人盗窃或蓄意破坏的，应立即通知警方。

(b) 在三十日内或在保险人书面允许的延长期限内，向保险人递交：

- 1) 书面索赔申请，应尽可能详细的包含所有损失及损害财产的条目，及相应的损害或损失金额(应考虑被保险财产遭受损害或损失时的价值)；
- 2) 所有其他针对被保险财产安排的保险详细情况。

被保险人自负费用制作、获取并向保险人提供所有进一步细节、计划、规格、帐册、凭证、发票等，以副本或复印件的方式；与理赔、发生损害的原因、损害发生的情形相关的文件、证明和证据，以及保险人或其代理人合理要求被保险人提供的任何与保险人责任及责任金额的相关的材料。被保险人还应出具一份理赔和任何相关事项真实性的声明。

8 . 合理的预防措施

被保险人应保证被保险财产处于合理的维修状态及采取合理的预防措施防止损害发生。

9 . 维修与置换

除赔偿保险金外，保险人可自主选择对受损害的被保险财产或其任何部分进行维修或置换。保险人可单独完成，亦可与其他保险人或公司合作，但保险人并无义务将受损财产修复至与原先一样(仅在情况允许前提下以合理充分的方式进行

行修复),在任何情形下维修费用不应超过损害发生时被保险财产的价值及赔偿金额。

若保险人做出维修或置换之选择,按照保险人的要求,被保险人应自费向保险人提供计划、规格、尺寸、数量及其他资料,但保险人因实施维修置换所做行为不应被视为保险人要选择维修或置换。

因某些市政的或其它规定导致周边街道、建筑物受阻,维修或置换受到影响,在该等情形下,保险人只需赔偿维修或置换该等财产所需金额(假设该等财产可以合法地修复至之前的情形)。

10. 改建及移除

有下列情形之一者,保险合同停止承保所涉及的财产,除非被保险人在损失发生前获得保险人或其代理人批准以批单的形式,认可并同意承保该情形下的财产损失:

- (1) 如果正在进行的贸易或生产被改变,或建筑物的使用性质被改变,或存放被保险财产的建筑物受其他情况的影响,且这些改变或影响显著增加损失或破坏发生的风险;
- (2) 如果用来存放被保险财产的建筑物被空置并且空置时间超过三十日;
- (3) 如果被保险财产被转移到保险合同规定的存放地点之外的;
- (4) 如果投保人对被保险财产的保险利益因非自愿或法律规定的原因而丧失。

11. 解除保险合同

被保险人可在任何时候要求解除本保险合同，但保险人将按常用短期费率扣除保险合同生效期间的保险费。在向投保人发出解除保险合同的书面通知后，保险人可以单方解除保险合同，但保险人需要比例计收自保险责任开始之日起至保险合同解除之日止期间的保险费后，退还剩余部分保险费。

12. 分摊

如果在任何被承保的财产发生任何损失或损害时存在其他保险（无论该等保险由被保险人或其他任何人士促使其生效）承保此类损失或它的任何一部分或相同财产，保险人不应负责支付或赔偿超过其应承担的赔偿比例。

13. 诉讼时效

向保险人请求赔偿的诉讼时效期间为三年，自其知道或者应当知道保险事故发生之日起计算。

PROPERTY DAMAGE AND BUSINESS INTERRUPTION (V-ABI)

SECTION I - PROPERTY DAMAGE

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon) that if any of the Insured Property be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the Schedule or any subsequent period in respect of which the Policyholder shall have paid (or agreed to pay) and the Insurer shall have accepted (or agreed to accept) the premium required for the extension to or renewal of this policy

The Insurer will indemnify the Insured in respect of such accidental physical loss or destruction or the amount of such accidental physical loss destruction or damage (being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof.

Provided that the liability of the Insurer in respect of any one loss or in the aggregate 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 as agreed by the Insurer and the Policyholder.

EXCLUSIONS TO SECTION I

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the Insured Property caused by:

(a) (1) Faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear

(2) Interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

Unless Damage by a cause not otherwise excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage.

(b) Corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

Unless such loss is caused directly by Damage to the Insured Property or to Premises containing such property by a cause not otherwise excluded in the policy

(c) (1) Theft except from a building and then only if there is violent or forcible entry to or exit from such building

(2) Acts of fraud or dishonesty

(3) Disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error

(4) Cracking fracturing collapse or overheating of boilers economizers vessels tubes or pipes nipple leakage or the failure of welds of boilers

(5) Mechanical or electrical breakdown or derangement of machinery or equipment

(6) Bursting overflowing discharging or leaking of water tanks apparatus or pipes when the Premises are empty or disused

Unless

(i) Damage by a cause not otherwise excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage

(ii) Such loss is caused directly by Damage to the Insured Property or to Premises containing such property by a cause not otherwise excluded in the policy

(d) (1) Coastal or river erosion

(2) Subsidence ground heave or landslip

(3) Normal settlement or bedding down of new structures

(4) Wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates

(5) The freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:

(a) Any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf

(b) Cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:

(a) War invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war

(b) Mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power

(c) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. This Exclusion A3 (c) shall not apply to Damage by Fire.

For the purpose of this Exclusion A3 (c) "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear

(d) (1) Permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority

(2) Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Insurers are not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy

(e) The destruction of property by order of any public authority

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:

(a) Nuclear weapons material

(b) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) Money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art

(b) China earthenware or marble

(c) Fixed glass

(d) Electronic installations computers and data processing equipment

but this shall not exclude Damage (not otherwise excluded) caused by fire lightning explosion aircraft riot strikers locked-out workers persons taking part in labour disturbances malicious persons impact by any road vehicle or animals earthquake windstorm flood bursting overflowing discharging or leaking of watertanks apparatus or pipes.

2. Unless specifically mentioned as insured by this Policy goods held in trust or on commission documents manuscripts business books computer systems records patterns models moulds plans designs explosives

3. (a) Vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like

(b) Property in transit other than within the premises specified in the Schedule

(c) Property or structures in course of demolition construction or erection and materials or supplies in connection therewith

(d) Land (including top-soil) back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines

tunnels bridges docks piers jetties excavations wharves mining property
underground off-shore property

(e) Livestock growing crops or trees

(f) Property damaged as a result of its undergoing any process

(g) Machinery during installation (but not including removal or resitting)
if directly attributable to such operations

(h) Property undergoing alteration repair testing installation or servicing
including materials and supplies therefor if directly attributable to the operations
of work being performed thereon unless Damage by a cause not otherwise excluded
ensues and then the Insurer will be liable only for such ensuing loss

(i) Property more specifically insured

(j) Any Penalties, damages or fines

4. Damage to property which at the time of the happening of such Damage is
insured by or would but for the existence of this 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

5. Damage to boilers economisers turbines or other vessels machinery or
apparatus in which pressure is used or their contents resulting from their explosion
or rupture

UNDER INSURANCE

If the property hereby insured shall, at the commencement of any Damage, be
collectively of greater value than the sum insured thereon, then the Insured shall
be considered as being his own insurer for the difference, and shall bear a rateable
proportion of the loss accordingly. Every item, if more than one, of the policy shall
be separately subject to this Condition.

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated 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.

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

SECTION II - BUSINESS INTERRUPTION

THE INDEMNITY

In the event of the Insured Property being physically lost, destroyed or damaged (as defined in Section 1 and being hereinafter termed "Damage") during the Period of Insurance as stated in the Schedule or during any extension thereof which is indemnifiable under Section 1 or would have been indemnifiable under Section 1 but for the application of the Excess or which would have been indemnifiable under Section 1 but for the existence of a separate insurance policy and the Business carried on by the Insured being in consequence thereof interrupted or interfered with, the Insurer shall pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the applicable Basis of Settlement.

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 therefore 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.

BASIS OF SETTLEMENT

The cover by this Section of the 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 hereunder shall be:

(a) **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

(b) **In respect of Increase in Cost Of Working:** the additional expenditure 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 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.

EXCLUDED CAUSES

This policy does not cover loss resulting from

1. Damage caused by :

(a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear

(2) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to or from the Premises

unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage

(b) (1) collapse or cracking of buildings

(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change of colour flavour texture or finish action of light vermin insects marring or scratching

unless such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building

(2) acts of fraud or dishonesty

(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortages in supply or delivery of materials or shortage due to clerical or accounting error

(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers

(5) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

unless

(1) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage

(2) such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion

(2) subsidence ground heave or landslip

(3) normal settlement or bedding down of new structures

(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates

(5) the freezing solidification or inadvertent escape of molten material

2. Damage to:

(a) property as a result of its undergoing any process

(b) property in transit other than within the premises specified in the Schedule

3. Damage resulting from erasure or distortion of information on computer systems or other records:

(a) whilst mounted in or on any machine or data processing apparatus

or

(b) due to the presence of a magnetic flux

unless caused by Damage to the machine or apparatus in which the records are mounted.

4. Damage to:

(a) fixed glass

(b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects

(c) electronic installations computers and data processing equipment

(d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft or aircraft spacecraft or the like

(e) property or structures in course of demolition construction or erection and materials or supplies in connection therewith

(f) plant machinery or equipment during installation removal or resiting (including dismantling and re-erection) if directly attributable to such operations

(g) property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations or work being performed thereon

but this shall not exclude Damage (not otherwise excluded) caused by fire lightning explosion aircraft riot strikers locked-out workers persons taking part in labour disturbances malicious persons impact by any road vehicle or animals earthquake hurricane windstorm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes

5. Damage to:

(a) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property

(b) livestock growing crops or trees

6. Damage caused by or arising from

(a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf

(b) cessation of work

7. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war

(b) mutiny civil commotion assuming the proportions or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power

(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. This Exclusion 7(c) shall not apply to Damage by Fire

For the purpose of Exclusion 7(c) above, "terrorism" means the use of violence for political ends includes any use of violence for the purpose of putting the public or any section of the public in fear

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority

(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

Provided that the Insurers are not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by this policy

(e) the destruction of property by order of any public authority

8. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:

(a) nuclear weapons material

(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 8(b) combustion shall include any self-sustaining process of nuclear fission

9. Damage to boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion

or rupture.

10. Any Penalties, damages or fines.

DEFINITIONS

Gross Profit:

The amount by which

(a) The sum of the Turnover and the amount of the Closing Stock and Work in Progress shall exceed

(b) The sum of the amount of the Opening Stock and Work in Progress and the amount of the Uninsured Working Expenses.

NOTE: The amounts of the Opening and Closing Stocks and Work in Progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

Uninsured Working Expenses:

(a) 100% of purchase (less discounts received)

(b) 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.

Turnover:

The money (less discounts, if any 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.

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.

Rate of Gross Profit:

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage.

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To which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

Annual Turnover:

The Turnover during the 12 months immediately before the date of the Damage.

Standard Turnover:

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Memorandum 1

If during the indemnity period goods shall be sold or services shall be rendered elsewhere than on the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

Memorandum 2

If any standing charge 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 thereunder as increase in cost of working that proportion only of the additional expenditure shall be brought into account which the sum of the net profit and the insured standing charges bears to the sum of the net profit and all standing charges.

Net profit is hereby defined as follows:

The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the insured at the premises after due provision has been made for all standing and other charges including depreciation

Memorandum 3

In the event of 100% of the gross profit earned

During the financial year most nearly concurrent with any period of insurance, as certified by the Insured's auditors being less than the respective sum insured thereon, a pro rate return of premium not exceeding 50 percent of the premium paid on such sum insured for such period of insurance will be made in respect of the difference.

If any damage shall have occurred, giving rise to a claim under this policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

Deductible:

The Deductible calculation is based on the loss amount claimed divided by the number of days in the interruption period (limited only by the length of the Indemnity Period) to calculate a daily indemnifiable loss. This daily indemnifiable amount is to be multiplied by the number of days stated as the Time Excess period in the Schedule.

GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

1. 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.

2. CHANGE OF CIRCUMSTANCES

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.

The Insured must advise the Insurer in writing of any apparent increase in exposure of the insured property during the Policy Period of this Policy. Upon receipt of such advice, the Insurer may, at its sole discretion, increase the insurance premium applicable to this Policy or terminate this Policy immediately.

The Insurer shall not be liable for any loss resulting from the apparent increase in exposure if the Insured has failed to give Chubb notice of such apparent increase in exposure as described above.

3. FORFEITURE

If the Insured, or anyone acting on the Insured's behalf, makes a claim knowing it to be false, the Insurer is entitled to terminate this Policy and the premium paid will not be refunded. If the Insured, or anyone acting on the Insured's behalf, makes a claim knowing it to be fraudulent in amount or in any other respect, the Insurer will not pay the fraudulent part of the claim. If Chubb has paid the Insured for any false or fraudulent claim, the same shall be returned or compensated by the Insured.

4. Duty of Disclosure

Where the Insurer makes inquiries about the subject matter or the circumstances of the Insured when concluding this Policy, the Policyholder shall make a truth disclosure.

If the Policyholder deliberately, or due to gross negligence, fails to fulfil the obligation as aforementioned duty of disclosure, which may adversely affect the underwriting decisions or premium rate assessment of the Insurer, the Insurer is entitled to terminate this Policy. The said right of termination shall be extinguished if it is not exercised within 30 days from the date which the Insurer is aware of a reason for termination or two years from the conclusion of this Policy, whichever is earlier, or the Insurer will be liable to pay any loss in connection with a claim to which this Policy applies.

If the Policyholder deliberately fails to perform the duty of disclosure, the Insurer shall not be liable to pay the indemnity for any loss occurring before the termination of this Policy and the Insurer will not refund the premium. If the Policyholder fails to perform the duty of disclosure due to gross negligence and such failure had a material impact on the occurrence of loss, the Insurer shall not be liable to pay the indemnity for any loss which occurred before the termination of this Policy but the Insurer will refund the premium. The Insurer is not entitled to cancel this Policy if the Insurer was aware at the time when entering into this Policy that the Policyholder had made any misrepresentations or non-disclosures, and shall be liable to pay loss in connection with a claim to which this Policy applies.

5. SUBROGATION

If any payment is made by Insurer in respect of any loss covered under this Policy, the Insurer shall be entitled to exercise all the rights and remedies of the Insured in relation to that payment and the Insured shall give all assistance in his power as the Insurer may require. The Insured may not surrender any right, or settle any claim for indemnity, contribution or recovery, without prior written consent of the Insurer.

If the Insured has been compensated for the covered loss by any third party liable for the same, The Insurer may deduct the corresponding amount from the payment. Where the Insured waives such rights after an occurrence occurs, the Insurer shall not be liable to make any payment for the loss in connection with such occurrence. Any such waiver made without the Insurer's prior consent after the Insurer makes such payment is void. If the Insurer is not able to exercise its rights of recovery as a result of any Insured's intentional act or gross negligence, the Insurer may reduce the payment or request a refund of any such payment made.

6. ARBITRATION

This Policy is governed by, and interpreted in accordance with the laws of the People's Republic of China. Any dispute arising out of the performance of or in connection with this Policy shall be resolved through consultations in good faith; failing which, the dispute shall be submitted to the arbitration body stated in the Schedule for arbitration. If no arbitration body is specified in the Schedule or no arbitration agreement can be reached for the dispute, such dispute shall be submitted to the jurisdiction of the courts of the People's Republic of China.

7. 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 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 30 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.

8. REASONABLE PRECAUTIONS

The Insured shall maintain the property in a proper state of repair and take all reasonable precautions to prevent Damage thereto.

9. REPAIR AND REPLACEMENT

The Insurer may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the Insurer shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Insurer be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured thereon.

If the Insurer so elects to repair or replace any property the Insured shall, at his own expense, furnish the Insurer with such plans, specifications, measurements, quantities and such other particulars as the Insurer may require, and no acts done, or caused to be done by the Insurer with a view to repair or replacement shall be deemed an election by the Insurer to repair or replace.

If in any case the Insurer shall be unable to repair or replace the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Insurer shall, in every such case, only be liable to pay such sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

10. ALTERATIONS AND REMOVALS

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage obtains the sanction of the Insurer signified by endorsement upon the Policy, by or on behalf of the Insurer.

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.

(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.

(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

11. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect

being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

12. CONTRIBUTION

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons, covering either such loss or any part of it or the same property the Insurer shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

13. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of thirty-six months from the date that the Insured is aware or ought to be aware of the occurrence of loss or damage insured hereby..

