# INSURANCE OF PHYSICAL LOSS OR DAMAGE

物质损失或损害保险

# **INSURING CLAUSE**

# 保险条款

In the event of damage to or loss or destruction (hereinafter referred to as Loss or Damage) of the Property Insured specified in the Schedule or any part of such property by:

当保险明细表中列明的保险标的或其任何部分因为下列原因受到损害或损失或毁坏(后面称作损失或损害):

 FIRE (whether resulting from explosion or otherwise) not occasioned by or happening through its own spontaneous fermentation or heating or its undergoing any process involving the application of heat

火灾(不论是否由爆炸或其他原因引起),但不包括因自然发酵放热或加热或任何涉及加热的工艺引起或上述过程中的火情

2. LIGHTNING

闪电

3. EXPLOSION

爆炸

For the purpose of this Policy EXPLOSION shall include the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Pressure Vessel caused by crushing stress by force of steam or other fluid pressure (including pressure of ignited flue gases) 对本保单而言,爆炸的定义包括压力容器任何部位因为蒸汽或其他流体压力(包括气体点燃燃料气造成的压力)造成的突发危险变形(不论是否破裂)

4. AIRCRAFT and other Aerial devices or Articles dropped therefrom

飞机及其他飞行器或物体坠落

the Insurers will compensate the Insured under this Policy in respect of such loss, destruction or damage or at their option will reinstate or replace such property or any part thereof in accordance with the Valuation clause and Reinstatement Memorandum set forth below.

保险人负责对本保单项下的此类损失、毁坏或损害赔偿被保险人,或是根据被保险人的意愿,按照下面的损失评估条款和重置附注条款重置或更换此类受损财产或其中任何部分。

# **SPECIAL PERILS EXTENSION**

# 特别列明风险扩展条款

The Insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include the following contingencies:

基于下列特别承保条件的约定,本保单扩展承保下述风险:

5. Loss, destruction or damage (by fire or otherwise) of or to the Property Insured directly caused by:

由下列原因直接造成保险标的损失、毁坏或损害(无论是否涉及火灾)

- (a) EARTHQUAKE and TSUNAMI 地震和海啸
- (b) VOLCANIC ERUPTION 火山爆发
- (c) SUBTERRANEAN FIRE 地下火
- RIOT AND STRIKE DAMAGE and MALICIOUS DAMAGE, as hereinafter defined to the Property Insured.

暴乱、罢工和恶意破坏, 定义如下。

For the purpose of this Policy Extension:

针对本扩展条款:

- (a) "RIOT AND STRIKE DAMAGE" shall mean loss, destruction or damage (by fire or otherwise including explosion) of or to the Property Insured directly caused by: "罢工暴乱损害"指的是保险标的因如下原因造成的损失、毁坏或损害(无论是否涉及火灾且包括爆炸)
  - (i) Any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance, or 任何人参与扰乱公共秩序过程中产生的任何行为,或
  - (ii) Any wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace, or 任何罢工或停工者为推进罢工或为抵制停工所采取的任何行动,不论该行为是否扰乱公共秩序,或
  - (iii) Any act of any lawfully constituted Authority for the purpose of suppressing or minimising the consequences of any existing disturbance of the public peace,

or for the purpose of preventing any such act as is referred to in (ii) above or minimising the consequences thereof,

任何政府机构依法镇压或降低已经存在的扰乱公共秩序的行为,或者为制止(ii) 中情况或减小其后果所采取的行为,

but, in the case of loss, destruction or damage caused by any such act as is referred to in (ii) above, shall not (unless such act is committed in the course of a disturbance of the public peace) include any loss, destruction or damage arising out of or in the course of burglary, housebreaking, theft or larceny or caused by any person taking part therein. 然而在标的物因为(ii)中情况受到损失、毁坏或损害的情况下,不保障任何参与罢工或扰乱公共秩序者入室偷窃、入室抢劫、偷窃或盗窃的情况(除非此类行为是在扰乱公共秩序过程中发生的)。

(b) "Malicious Damage" shall mean loss, destruction or damage (by fire or otherwise including explosion) of or to the Property Insured directly caused by any malicious act of any person whether or not such act is committed in the course of a disturbance of the public peace, but shall not include any loss, destruction or damage arising out of or in the course of burglary, housebreaking, theft or larceny or caused by any person taking part therein.

"恶意破坏"指的是保险标的因任何人的直接恶意行为所导致的损失、毁坏或损害(包括因火灾或爆炸),不论此行为是否扰乱公共秩序,但不包括恶意行为者入室偷窃、入室抢劫、偷窃或盗窃的情况。

Notwithstanding anything to the contrary herein contained this Extension does NOT cover: 即使与主条款有任何相悖之处,此扩展条款不承保如下损失:

- (1) Loss, destruction or damage resulting from total or partial cessation or interruption or retarding of work or of any commercial or industrial process or operation, 任何因商业或工业流程或运营的全部或部分停止或中断或减缓所造成的损失、毁坏或损害,
- Loss (whether temporary or permanent) of the Property Insured or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same, 因没收、征用、扣押及合法和非法占用保险标的(不论临时或永久性)或任何部分,或是占用含有保险标的建筑、车辆或东西所造成的损失
- (3) Loss of earnings, loss by delay, loss of market or consequential or indirect loss, destruction or damage of any kind or description whatsoever.

  收入损失、延误损失、市场份额损失,或是间接和非直接的任何毁坏或损害或其他表述。
- 7. Loss, destruction or damage of or to the Property Insured directly caused by: 保险标的受到下列原因造成的直接损失,毁坏或损害:

(a) LANDSLIP, AVALANCHE, MUD-ROCK FLOW or SUBSIDENCE, STORM, TEMPEST, FLOOD, CYCLONE, HAILSTORM, TYPHOON, HURRICANE, SNOWSTORM, ICE SLUSH, FROST but excluding:

塌方、雪崩、泥石流或沉降、风暴、暴雨、洪水、飓风、冰雹、台风、飓风、雪灾、冰凌、 霜冻,但不包括:

- (i) loss, destruction or damage to fences and gates and moveable property in the open unless such property is designed to exist or operate in the open, 除外敞开的围墙、大门和可移动财产的损失、毁坏或损害,除非此类财产的设计初衷就是敞开存在或在敞开的环境下运行
- (ii) loss, destruction or damage by Bursting or Overflowing of Water Tanks, Apparatus or Pipes,

水罐、储水设施或水管爆裂和溢出造成的损失、毁坏或损害

(b) BURSTING and/or OVERFLOWING and/or LEAKAGE OF CONTENTS of WATER TANKS and PIPES and ASSOCIATED APPARATUS but excluding:

水罐、水管或关联设施的爆裂和/或溢出和/或泄露,但除外:

- (i) loss, destruction or damage whilst the premises involved are untenanted, 营业场所未被占用时发生的损失、毁坏或损害
- (ii) loss, destruction or damage by water discharged or leaking from an installation of automatic sprinklers.

自动喷淋系统放水或泄露造成的损失、毁坏或损害

8. Loss, destruction or damage of or to the Property Insured directly caused by WATER DISCHARGED or LEAKING from the AUTOMATIC SPRINKLER INSTALLATION(S) at the Insured Locations provided that such discharge or leakage of water be accidental and shall not be occasioned by or happen through:

自动喷淋系统在投保地点放水或泄露对保险标的造成的直接损失、毁坏或损害,只要放水和 泄露是意外发生的,而非因下列原因造成的:

(a) freezing whilst the Insured Locations involved in the Insured's ownership and/or tenancy are empty or disused

冰冻, 当被保险人名下的被保险地点和/或建筑空置或弃用

(b) heat caused by fire

由火灾引起的受热

(c) explosion (including the blowing up of buildings or blasting), earthquake or subterranean fire

爆炸(包括炸毁建筑或爆破)、地震或地下火

(d) damage to the automatic sprinkler installation(s) other than that caused by water accidentally discharged or leaking from the installation(s)

除了意外排水或泄漏原因造成的自动喷淋系统的损坏

9. Loss, destruction or damage of or to the Property Insured or to the boundary walls, fences or gates caused by IMPACT by any vehicle (or by goods falling therefrom), or animal. 由任何车辆(或由货物从车中掉落)或动物冲击对保险标的或对围墙、护栏或大门造成的损失、毁坏或损害

PROVIDED ALWAYS that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

此扩展条款须遵循所有主条款的内容(除非在此除明确作出任何修改)

# **SPECIAL CONDITIONS:**

# 特别承保条件:

- 1. This Policy does NOT cover consequential loss of any kind or description. 本保单不包括任何形式或表述的间接损失。
- 2. For the purpose of this insurance pressure waves caused by Aircraft and other aerial devices travelling at sonic or supersonic speeds shall not be deemed explosion. 就本保单而言,音速或超音速飞行的飞机和其他飞行器所造成的压力波不视作爆炸。
- In so far as this Extension relates to loss, destruction or damage caused by Storm,
  Tempest, Flood, Bursting or Overflowing of Water Tanks, Apparatus or Pipes it is
  warranted that all buildings are in a good and substantial state of repair and shall be so
  maintained.

就此扩展条款涉及的风暴、暴风雨、洪水,水箱、设备或管道爆裂或溢出损失、毁坏或损害, 所有建筑须保证处于良好的维修状态,并将继续保持。

# PROPERTY EXCLUDED 除外财产

The following properties are excluded from coverage: 本保单不承保下列财产:

(a) Currency, money, deeds, evidence of debt or title, notes, securities, stamps, jewellery, precious and semi-precious stones, furs, fine arts, valuable papers, accounts receivable, accounts, bills, gold, silver, platinum and other precious alloys or metals, (except coverage is provided for precious metals and alloys on the premises which are part of any catalyst), unless endorsed hereon;

货币、现金、契约、借据或契约、票据、证券、邮票、珠宝、宝石和半宝石、皮草、美术作品、 有价证券、应收款、账簿、账单、黄金、白银、白金或其他珍贵合金或金属,(除对场所内作 为催化剂一部分的珍贵金属及合金的保障),除非出具批单特约承保。

- (b) Railway locomotives or rolling stock, waterborne or airborne vessels or craft; 铁路机车或铁道车辆,水运或空运船只或飞行器
- (c) Standing timber or growing crops, lawns, trees, plants or shrubs; 林木、农作物,草坪,树木,植物或灌木丛;
- (d) Land and land values (including topsoil, backfill, drainage work, revetment or culverts). However, this Exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements. Land improvements as described hereunder are defined as any alteration to the natural condition of the land by grading, landscaping or earthen dikes or bunds; 土地及土地价值(包括表层土、回填、排水作业、护坡或涵洞)。然而此除外不适用于土地改造的开垦、重建或修整。这里所指的土地改造是指通过升级、景观美化或堤坝的土工构筑,对土地自然条件的改良;
- (e) runways, canals, dams, reservoirs, bridges, docks or tunnels. However, this exclusion shall not apply to the repair of damage to firewater reservoirs resulting from a cause not excluded by this Section;

跑道、运河、水坝、水库、桥梁、码头或隧道;然而,此除外不适用于由本部分未除外的原因 所导致的消防水池的破坏而产生的修理费用;

(f) water except water which is normally contained within any type of tank, piping system or other process equipment;

水,但不包括存储于任何类型储罐、管道系统或其他工艺设备中的水;

(g) Road vehicles licensed for use on public highways. However, this exclusion shall not be deemed to exclude Loss or Damage:

领有公共运输牌照的车辆。但不包括以下情况:

(i) to any vehicle whilst being used on the Insured's Premises and equipment, machinery, materials or supplies contained therein;

在项目地点内使用的车辆及车辆上装载的设备、原材料或供应物资;

(ii) to any vehicle within 100 miles of the insured Premises whilst being used for the purpose of mutual aid;

在被保险地点 100 英里范围之内的车辆, 且用于互助的目的;

- (h) Crude Oil, Natural Gas or other minerals prior to recovery above ground. This exclusion does not apply to underground storage facilities or pipelines or stocks contained therein; 原油、天然气或其他矿物质被开采到地表之前。此除外不适用于本部分所包含的地表下的贮存设备或管道或存货;
- (i) Any Onshore Exploration, Production and development installation and equipment including all in-hole equipment and casings; 任何陆上勘探、生产及开发装置和设备,包括所有井下设备和套管:
- (j) property which, at the time of the happening of such Loss or Damage is insured by, or would, but for the existence of this Policy be insured by any other policy to the extent that recovery is available under such policies;

在发生损失或损害时,由其他任何保单或是由于本保单的存在将由其他任何保单所保障的被保险财产,但只针对能在此类保单项下获得的赔偿部分:

- (k) All offshore installations and offshore equipment, which are entirely apart from land; 所有远离陆地的海上装置和海上设备;
- (I) Property in course of construction or erection or dismantling or undergoing testing or commissioning other than as provided elsewhere under this Policy; however this Exclusion shall not apply in respect of routine maintenance, overhaul, repair works or similar which may require testing and commissioning prior to restarting the plant; it is also understood that bringing up from maintenance shutdown / scheduled turnaround shall not be construed as testing;

在建造或安装或分解或测试或试车中的财产,除非本保单其他地方另有规定;然而,此除外责任不适用于日常维护、检修、修理或类似行为结束后可能需要在设备重新启动之前进行测试和试车的情行;各方同意,维护停工/定期大检修后的复工不应被视为试车;

(m) property belonging to third parties unless in the Insured's care, custody and control and for which they are responsible;

属于第三方的财产,除非在被保险人照料、保管及控制下,且被保险人对其承担相应责任;

(n) catalyst or any like process agent in situ, linings, refractory and consumable materials for the expended period relative to its expected functional cycle;

催化剂或任何在原地使用的过程助剂、衬垫、耐火材料和消耗材料,针对与预期功能周期相关的延长期限而言:

- (o) animals, birds, fish, vermin, insects or other living creatures; 动物、鸟类、鱼类、寄生虫、昆虫或其他生物;
- (p) overhead and underground transmission and distribution lines including poles, cables, towers and associated equipment of any description for the purpose of transmission of electrical power, telephone or telegraph signals and all communication signals whether audio or visual except within 1 kilometre of the Insured's Premises; 空中或地下输配线,包括电线杆、电缆、塔和任何用于电力、电信或电报信号传送以及无论是音频或视频的通信信号的关联设备,除非位于被保险地点 1 公里之内;
- (q) brick, stone or concrete foundations of machinery, equipment and buildings or structures; 机器、设备和建筑或构筑物的砖、石或混凝土地基;
- (r) feedstock / products that have been "flared-off" unless to mitigate further Loss or Damage or unless necessary following a loss indemnifiable hereunder; 通过火炬"燃烧"的原料/产品,除非点火的原因是为了避免更大的损失或损害,或是由本保单予以赔偿的损失而造成的;
- (s) any unexplained inventory shortage, clerical or accounting or error. However, if it is shown that Loss or Damage discovered at the time of making an inventory has been caused by a risk not specifically excluded under this Policy, then this exclusion shall not apply; 任何无法解释的存货短少、笔误或记帐错误或误差,然而,若能证明损失或损害是在盘货时发现的,并由本保单未除外的风险所造成的,则不适用此除外责任;
- (t) underground property (other than foundations), underground pipelines or cabling, underground storage tanks, utilities and related equipment, unless expressly included within the Schedule of Values attached to this Policy; 地下财产(除地基)、地下管道或电缆、地下储罐、公用设施或相关设备,除非明确在本保单下的财产明细表中承保;
- (u) goods or property in transit, other than:

运输中的货物或财产,除:

- (i) transits of plant and/or machinery for the purpose of maintenance and general running for operational use;
  - 出于设备维护和运营使用为目的的设备和/或机器的运输;
- (ii) property in transit as provided under the Temporary Removal Extension; 临时移动扩展条款下的财产运输;
- (iii) Shipments which have been laden on board export conveyances or have come under the protection of ocean marine insurance, whichever first occurs;

(iv) Shipments until fully discharged from import conveyances or until ocean marine insurance has ceased to cover, whichever last occurs;

货物完全从进口运输工具上卸载或直至海运保险失效日为止,以后发生者为准;

(v) property sold by the insured under conditional sale, trust agreement, instalment payment or other deferred plan, or in which the Insured has retained a security interest, after delivery to customers

由被保险人出售的财产,但基于有任何附加条件的销售、信托协议、分期付款或延期计划或将财产交付给客户之后,被保险人享有担保权益的情况下。

#### **EXCLUDED CAUSES**

# 除外责任

Subject to the proviso stated at the end of these exclusions, it is also understood and agreed that this Policy does not cover Loss or Damage resulting from:

基于本除外条款后附的限制性条款,各方理解并同意,本保单将不负责承保以下事故造成的损失或损害:

- 1. The cost of replacing, repairing or rectifying defective parts, materials, workmanship, design or defect or omission in design or specification or latent defect; 对有缺陷的零件、材质、工艺、设计或缺陷或设计错误或规格错误或潜在缺陷进行重置、修理或调整的费用;
- 2. Seepage, pollution or contamination, direct or indirect, other than as provided elsewhere under this Policy; 直接或间接泄漏、污染或玷污,除非在本保单其他部分予以保障;
- 3. Loss of use, delay or loss of markets and loss or hire of vessels, aircraft or vehicles. 丧失使用价值、延迟上市或丧失市场以及丧失价值或失去租用价值的船舶、飞行器或车辆。
- 4. Clean-Up costs other than as provided under special provision B of this Policy Demolition of Property, Debris Removal and Cost of Clean-Up; 清理费用,但不包括本保单特别规定 C 财产拆除、移除残骸和清理费用中提供的保障;
- 5. Infidelity or dishonesty on the part of the Insured or any of his employees (this being understood as activities relating to theft, robbery, pilferage and forgery of money or documents, inventory shortage or unexplained disappearance); 被保险人或其雇员的不诚实或欺诈(偷窃、抢劫、盗窃及金额或文件伪造、存货短少或无法解释的消失);
- 6. The deliberate and sustained operation of the Insured's plant, machinery, pipeline or other equipment outside of the design limitations, having due regard to normal industry standards and practice, on the specific or intentional instructions of the Insured unless in an attempt to avert or mitigate a Loss hereunder, the onus being on the Insured to prove that such actions were so taken. However, this shall not be deemed to exclude malicious acts of employees or representatives of the Insured. "Design Limitations" are the maximum temperature and corresponding pressure determined by applicable code calculations and/or engineering analysis at which the equipment can be safely operated for the specified operation period; 被保险人的设备、机器、管线或其他设备理应遵循行业标准和实践,而基于被保险人的特别或故意指示在超出设计极限的情况下故意且持续运营,除非被保险人试图转移或减少损失的发生,被保险人须证明其已采取此行为。然而,此规定将不会豁除被保险人雇员或其代表的恶意行为。"设计极限"是指基于使用规范计算和/或工程分析的最高温度及相应压力,在此标准下设备能够在特定营运期内安全运营;

7. The deliberate withholding from the Insured by the supply authority of supplies of water, steam, gas, electricity, fuel or refrigerant as a result of a dispute between the Insured and such authority unless resulting from a cause not excluded hereby.

向被保险人提供水、蒸汽、气、电力、燃料或制冷的公共当局由于与被保险人产生争执而故意 停止上述物资的供应,除非是由未除外的事故原因所导致的情况;

#### **BASIS OF INDEMNIFICATION**

理赔基础

# 1. ASSETS (OTHER THAN STOCK)

资产(存货除外)

# (Reinstatement)

(重置)

In the event of Loss or Damage to Property Insured under this Policy by a contingency not excluded under this Policy, the amount payable under each of the items of this Policy shall be calculated on the basis of the Reinstatement of the Property Insured physically lost, destroyed or damaged, subject to the following provisions:

当发生不属于本保单除外责任导致的被保险财产损失或损害的意外事件时,本保单的赔偿金额将基于遭受物质损失、毁坏或损坏的被保险财产的重置价值计算,且基于以下规定:

For the purpose of this Policy, "Reinstatement" shall mean:

在本保单中,"重置"是指:

- 1) where Property Insured is physically lost or destroyed the rebuilding of any buildings or the replacement by similar property or any other Property Insured, in either case in a condition equal to but not better or more extensive than its condition when new, 被保险财产发生损失或损毁时,建筑物重建,或者使用近似财产或其他被保险财产替换受损财产。无论属于哪一种情况,受损财产应达到等同或基本近似但不超出其崭新时的状态:
- 2) where Property Insured is damaged, the repair of the Damage and the restoration of the damaged portion of the Property Insured to a condition substantially the same as, but not better or more extensive than, its condition when new, 当被保险财产遭受损失时,对损坏的修理及对被保财产受损部分的修复,需达到等同但不得超过其崭新时的状态;
- 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. 针对样品、模型、模具、模或铸件为修理或重置(若确实已被替换)费用,或向被保险人赔偿为此类被保险财产设定的赔偿额。

#### **Special Provisions**

特别约定

(a) The work of Reinstatement (which may be carried out upon the same or another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurers not being thereby increased) must be commenced as soon as reasonably practicable, otherwise no payment beyond the amount which would have been payable under this Policy if this clause had not been incorporated herein shall be made.

重置工作(在现场或其他场所进行,以被保险人所要求的合适形式,且不应增加保险人的责任)必须切实可行地尽快开展,由于没有遵守此处附加此条款而产生超出本保单应赔付金额的附加费用,将不负责赔偿。

(b) Where any Property Insured is damaged or destroyed in part only, the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for Reinstatement if such Property Insured had been wholly destroyed.

被保险财产仅部分遭受损失或损害时,保险人的赔偿责任将不超过此被保险财产在全损情况下保险人需要赔偿的重置费用。

(c) No payment beyond the amount which would have been payable under this Policy if this clause had not been incorporated herein shall be made if at the time of any Loss or Damage such Property Insured shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of Reinstatement as stated in this Policy.

若未在此处附加此条款,当发生损失或损坏的被保险财产可以通过其他由被保险人安排 或他人代其安排的保单获得赔偿时,且该保险单所使用的重置价值条款与本保单不一致, 保险人不负责赔偿任何超出本保单赔偿限额的部分。

(d) If, as a result of the application of any of the foregoing clauses, no payment is to be made beyond the amount which would have been payable under this Policy if these clauses had not been incorporated herein, the rights and liabilities of the Insured and the Insurers in respect of the Loss or Damage shall be subject to the terms and conditions of this Policy as if these clauses had not been incorporated therein. 由于以上条款的规定,若未在此处附加这些条款,保险人将不负责赔偿超过本保单下赔偿责任的部分,保险人与被保险人在损失或损害方面的权利与责任应基于本保单中的条款与条件,相当于未在此处附加这些条款。

# (Indemnity) (赔偿)

If, in the event of Loss or Damage to Property Insured hereunder by a contingency not excluded under this Policy, the Insured elects not to reinstate the Insured Property Lost or Damaged, the amount payable under each of the items of this Policy shall be calculated on the basis of Actual Cash Value which expression, wherever it appears in this Policy shall mean the value of such Property Insured immediately before the Occurrence of the said contingency, with due allowance for depreciation by age, use and condition.

若,发生本保单非除外的意外事故导致的被保险财产的损失时,被保险人选择不恢复遭受损失或损害的被保险财产,在本保单条款下的赔偿数额应基于实际现金价值进行计算,不论在保单何处出现都是指被保财产在上述事故发生之前的价值,且基于年限、使用及状态进行适当折旧。

#### 2. STOCK

存货

The indemnity provided for stock shall be as follows 为存货损失提供的赔偿如下:

 for feedstock, (other than catalysts and consumable materials used up whilst in process or production) the replacement price at the time and place of Loss or Damage, or

原料(不包括加工或生产过程中消耗的催化剂和消耗品),以损失或损害所在地当时的 重置价值为准,或

(ii) if there is no such price, at a price determined by using a recognised price at a point through which stock would normally pass and by adjusting to reflect the cost of transporting such stocks to such point.

若当地无法提供此价格,将使用存货在某节点的公认价格,并进行适当的调整来反应存货运输至此的运输费用;

- (iii) for in-process product and finished product, the replacement price of such product at the time and place of loss, plus all incurred expenses; 对于半成品和成品,以损失所在地当时的价格为重置价格,再加上所有已发生 费用;
- (iv) for materials and supplies, the cost of replacement at the time and place of loss. 对于原材料和供应物资,以损失所在地当时的重置成本为准。

Unless otherwise specified, the indemnity provided for stocks shall be based upon the normal accountancy practice of the Insured in preparing opening and closing stocks for the balance sheet calculation.

除非有特殊规定,对于存货的赔偿应基于被保险人的资产负债表中对起期存货及期末存货核算的会计惯例。

### 3. NEW TECHNOLOGY

新工艺

If equipment should be technologically obsolete, or not available as it is no longer manufactured, it may be substituted by equipment which replaces the capacity of the original provided that the liability of Insurers shall not be increased thereby. 若设备在技术上应淘汰,或由于停产而无法再获得,将用其他设备替代原设备达到原来的生产能力,但不应增加保险人相应的责任。

4. DATA PROGRAMMES AND SOFTWARE, VALUABLE PAPERS AND RECORDS 数据和软件、有价证券和文档

In the event of Loss or Damage to 当以下标的发生损失或损害时 a) computer data, programmes and software 电脑数据、程序及软件

b) documents, manuscripts, securities, deeds, specifications, plans, drawings, business books and other records of every description (herein referred to as Valuable Papers and Records

文件、手稿、有价证券、契约、说明书、平面图、图纸、商业书籍和其他各种文档(此处指有价证券及文档)

the basis upon which the amount payable in respect of such Loss or Damage is to be calculated shall be 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 and media at the time and place of the Loss or Damage.

对于上述损失或损害的赔付金额的计算将基于恢复、重置、或复制费用,包括其所包含的信息,但不包括上述信息对被保险人的价值;或,若无此类要求,重置成本为损失所在地当时的空白文件或媒介的材料价值。

Subject to sub-limit(s) as stated in the Schedule 基于明细表中列明的分限额

#### 5. CATALYSTS

催化剂

On catalysts, refractory linings, brickwork and/or consumable materials the liability of the Insurers shall not exceed the Actual Cash Value at the time of Loss or Damage for the expended period relative to its expected functional cycle.

对于催化剂、耐火衬里、砌砖和/或消耗材料,保险人的责任将不超过损失或损害发生时它们的实际现金价值,针对与预期功能周期相关的延长期限而言。

# SPECIAL PROVISIONS 特别规定

# A. Immediate Repairs Clause 即时修复条款

It is agreed that in case of Loss or Damage the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer or its representatives. The Insured shall not dispose of any Lost or Damaged property without the prior agreement of the Insurer. In case of dispute as to the cost of repair or reconstruction the Loss or Damage shall be settled in accordance with the Conditions of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business.

兹同意,发生损失时被保险人可选择立即修复或重建,但保险人或其代表有权随时检查修复工作。在尚未获得保险人同意的情况下,被保险人不得擅自处理受损财产。当双方对损失或损坏的修复或重建费用出现分歧时,应依据本保单的条款解决。本条款不剥夺被保险人使用营运必需的财产的权利。

#### B. Interests of Other Parties

其他方保险利益

The insurable interest of lessors, financiers, trustees, mortgagees, owners and all other parties shall be automatically included without notification or specification, the nature and extent of such interest to be disclosed in event of Loss or Damage.

租赁方、融资方、托管方、承受抵押人、业主及所有其他方的可保利益将自动承保,无需通告或说明,被保险人需要在发生损失或损害后证明此类保险利益的性质和程度。

# C. Demolition of Property, Debris Removal and Cost of Clean-Up 财产拆解、移除残骸和清理费用

Notwithstanding anything contained herein to the contrary, it is further agreed that this Policy includes the necessary cost and expenses of clearing debris, including the cost of clean up, after Loss or Damage caused by a contingency not excluded hereunder including but not limited to the costs and expenses actually incurred in the necessary dismantling, removal, demolition, shoring up or propping, clearance of drains and sewers temporary boarding up of the Property Insured so Lost or Damaged including undamaged portions and the removal of debris (including the removal of contents whether damaged or undamaged) provided that: 尽管有相悖规定,各方同意,本保单包括清理残骸的必要费用和支出,包括非本部分除外的事故所造成的损失或损害后的清理费用,包括但不限于对被保险财产进行必要的拆解、移动、拆除、支撑或支柱、排水沟和下水道临时堵塞清除产生的实际费用,因此损失或损害包括未受损部分和移除残骸(包括对受损或未受损部分的移除):

(i) such costs are not recoverable under any other policy of Insurance; 此类费用在其他保险保单下不得重复承保:

 (ii) no liability is assumed for the expense of removal of any Property Insured or part thereof, the removal of which is solely required by any government law or public ordinance;

若移除仅是为遵守政府法律或公众条例而执行,保险人不承担任何被保险财产的移除或 部分财产移除费用;

# Subject to Sub Limit as stated in the Schedule

基于明细表所述的分限额

It is a condition precedent to recovery under this Provision that the Insurers shall have paid or agreed to pay for direct Loss or Damage to the Property Insured hereunder unless such payment is precluded solely by the operation of any Deductible and that the Insured shall give notice to the Insurers of intent to claim for cost of removal of debris or cost of clean up NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH LOSS OR DAMAGE, or such further period as the Insurers may, in writing, allow.

若保险人已经或者同意对此保单下被保财产的直接物质损失或损害进行赔偿,此扩展条款拥有优先赔偿权(除非赔偿金额低于免陪额),被保险人需在物质损失或损害发生后 12 个月之内(或保险人书面同意的更长的时期)通知保险人,对清除残骸费用或清理费用索取赔偿。

Nothing in this clause should be understood to modify the exclusion referring to any radioactive or nuclear contamination in the Policy.

此批单不应被理解为对本保单项下的放射性或核污染除外条款进行任何修改。

The costs of decontamination or removal of water, soil or other substances on or under the Premises are excluded under this Policy.

本保单不承保净化或移除有关场所内或其下的水、土壤或任何其他物质的费用。

#### D. Professional Fees

# 专业费用条款

The insurance provided by this Policy shall include an amount in respect of fees necessarily and reasonably incurred in the Reinstatement of the Property Insured consequent upon its Loss or Damage (but not for the preparation of any claim) but including fees incurred for producing and/or certifying particulars or details of the Insured's property or operations required by the Insurers in order to arrive at the amount of loss payable in the event of a claim under this Policy. However, the amount payable for such fees shall not exceed the sub-limit as stated within the Schedule hereto or those amounts authorised under the scales of the various institutions or bodies regulating such charges.

本保单的保险保障范围包括对遭受损失或损害的被保险财产进行重置而产生必要且合理的费用(但不包括因准备索赔材料而产生的费用),包括应保险人核定损失金额为目的,要求其出示和/或证明被保险财产或其营运情况的特殊性或细节而产生的费用,但是,此类费用以明细表中列明的分限额为限,或是以其他公共机构或团体对于此类费用制定的定价标准为基础计算出的数额为限。

Such fees shall be deemed to include but not limited to Architects', Surveyors' Consulting Engineers', Legal and other professional fees (including Municipal Plans Scrutiny Fees) 此类费用应包括但不限于被保险人用于替换和/或重置而产生的建筑师、检验师、工程师顾问、法律专家费用和其它支出的费用(包括城市规划审查费)。

The maximum liability of the Insurer for Professional Fees shall not exceed the Sub Limit as stated in the Schedule.

保险人对于专业费用的最大赔偿责任以明细表中列明的分限额为限。

## E. Expediting Expenses and Airfreight

加急费用和空运费用

In the event of any part of the Property Insured sustaining Loss or Damage for which the Insurer is liable the indemnity provided by this Policy is extended to include:

如果被保险财产发生保单责任范围内的损失或损坏时,本保单负责赔偿以下损失:

(a) Costs incurred for delivery of any part or parts by air freight, express freight or special delivery;

部件的空运、专递、快递费用;

(b) In the execution of authorised repairs for labour overtime costs necessary to expedite repairs including Sunday, Holiday and Night work;

为了加快修复进度,经保险公司同意开展的修复工作所产生的加班费(包括周末、节假日 及晚班);

Provided always that such extra charges are incurred in connection with any loss of or damage to the Property Insured recoverable under this Policy and that:

前提是引起上述额外费用的被保险财产的损失或损坏可以在本保单下获得赔偿,且

The liability of the Insurer shall not exceed the Sub Limit as stated in the Schedule. 每次事故最大赔偿责任以明细表中列明的分限额为限。

# F. Plans and Documents

图纸和文件条款

Costs and expenses necessarily and reasonably incurred to rewrite or redraw plans, documents and records (including computer records and programmes) necessary as the result of Loss or Damage that is indemnifiable by this Policy.

在发生本保单予以赔偿的损失或损坏后,若被保险人必须对项目的设计、文件和记录(包括计算机记录和程序)进行重新编写和重绘,则保险人负责赔偿在上述过程中所产生的必要、合理的成本及费用。

The liability of the Insurer shall not exceed the Sub Limit as stated in the Schedule. 每次事故最大赔偿责任以明细表中列明的分限额为限。

# G. Tax and Duty Clause

税收条款

It is noted and agreed that the indemnity provided under this Policy for repair, reinstatement and/or replacement of the Property Insured shall include all taxes and/or import duties even if

they have been waived on the original purchase and import of Property Insured but imposed subsequent to the inception of the Policy.

兹经双方同意,本保单对于被保险财产的维修、修复和/或替换的赔偿费用应包括所有的税款和/或进口税,即使是最初购买及进口时被取消而保险生效后又被要求的税款。

Provided always that the indemnity granted by the Insurer under this extension shall be paid in addition, but not exceeding the Sub Limit as stated in the Schedule.

保险公司在此扩展条款下提供的赔偿应额外支付,但不超过明细表中列明的分限额。

#### H. Public Authorities

#### 公共当局

This Policy covers the additional costs and disbursements of replacement or reinstatement of the Lost or Damaged property by an cause not excluded hereby incurred solely by reason of the necessity to comply with any regulations, Bye-laws or Statutory provisions relating to the reinstatement of the Property Insured including the demolition and reinstatement of any portion of the Property Insured not Lost or Damaged.

本保单保障,对非本部分除外的事故所导致的被保险财产的损失或损害进行重置或恢复时,仅 因遵守被保险财产重置的规例、附例或法例条文而所产生的额外费用和支出,包括对被保险财产未受损失或未损害部分的拆解和修复。

The amount recoverable under this extension shall not include:

此扩展条款下的可赔偿金额不包括:

(a) the cost in complying with any such Regulations, Bye-laws or Statutory Provisions where Loss or Damage occurs prior to inception of this Policy, or if not insured by this Policy, or where notice to comply has been served upon the Insured prior to the Occurrence of the said Loss or Damage or in respect of undamaged property or undamaged portions of property other than foundations of that portion of the property Lost or Damaged.

在本保单生效前发生损失或损害而为遵守此类规例、附例或法例条文产生的费用,或本保单不予承保的成本,或所述损失或损害事件发生之前通知规定已送达被保险人,或是除了受损财产部分的地基以外的未受损财产或未受损部分。

- (b) any increased rates, taxes, duties, charges, levies or assessment as a result of complying with such Regulations, Bye-laws or Statutory Provisions. 为遵守此类规例、附例或法例条文而产生的任何增加的费用、税款、关税、收费、征税或 估价。
- (c) except as provided for above, any liability for loss, damage, costs, expenses, fines, or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever. 除上述情况之外,因任何事故导致的遵守任何政府机关、法院或其他机构的规定,被保险人必须承担的任何损失、损害、成本、费用、罚金或罚款责任。

The work of Reinstatement (which may be carried out upon the same or another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced as soon as reasonably practicable,

otherwise no payment beyond the amount which would have been payable under this Policy if this clause had not been incorporated herein shall be made.

重置工作(在不增加保险人责任的前提下,可以在相同或不同的地点进行,且符合被保险人的各项要求)必须于损失或损害发生之后切实可行的尽快展开,否则保险人将不承担在未添加此扩展条款的情况下任何超过保单应该赔偿的金额的部分。

Subject to Sub Limit as stated in the Schedule

基于明细表列明的分限额。

# I. Expenses Related to Reducing Loss

## 降低损失相关费用

In case of actual or imminent Loss or Damage it shall be lawful and necessary for the Insured, their factors, servants or assigns to take all reasonable steps necessary to defend, safeguard and recover the Property Insured hereunder, or any part thereof or otherwise to minimize Loss or Damage, without prejudice to this Policy, nor shall the acts of the Insured or the Insurer in recovering, saving and preserving the Property Insured in case of Loss or Damage be considered a waiver or an acceptance of abandonment.

当损失或损害发生或即将发生时,被保险人及其代理人、雇员或委任人依法且必须采取所有合理措施来维护、保护及恢复被保险财产及其部件,或在遵循本保单的条件下使得损失或损害最小化,被保险人或保险人在被保险财产遭受损失时的恢复、拯救及保护的行为将不被视为放弃或接受委付。

Such expenses to be borne by the Insurers .This extension is subject to the terms, conditions, limits, and deductibles of this Policy and shall not increase the Insurers' maximum limit of liability as stated in the Schedule.

此费用将由保险人承担。此扩展条款将基于本保单项下的各个组成部分的条款、条件,限额及免赔额,且不增加保险人在明细表中列明的最大责任限额。

# J. Fire Fighting Expenses

#### 消防费用

It is agreed that in the event of a fire or a series of fires arising from the same Occurrence involving the Property Insured or threatening to involve the Property Insured under this Section of the Policy, the Insured shall be entitled to recover:

各方同意,若发生同一事件引发的火灾或一系列火灾影响本保单本部分的被保险财产或对被保险财产造成威胁,被保险人将得到以下补偿:

(a) the cost of materials used or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;

熄灭或控制或试图熄灭或控制火灾时使用或遭受损失的材料成本;

(b) the cost of all clothing or personal effects damaged, or lost, as a result of such fire or fighting, extinguishing or controlling, or attempting to fight extinguish or control, such fire unless more specifically insured elsewhere;

由火灾造成的遭受损失或损害的衣物或私人物品的成本,或救火、熄灭或控制或试图熄 灭或控制此类火灾的费用,除非在其他部分予以承保;

(c) all other expenses (including wages, salaries or similar remuneration) paid for fighting, extinguishing or controlling or attempting to fight, extinguish or control such fire or localising such fire.

为熄灭或控制或试图救火、熄灭或控制此类火灾或将火灾控制在一定范围之内所产生的其他所有费用(包括工资、薪水或类似报酬)。

All claims for personal injury are excluded.

所有个人伤害的理赔除外。

Subject to the Sub Limit as stated in the Schedule.

基于明细表中列明的分限额。

# K. Temporary Repairs

#### 临时维修条款

Subject otherwise to the terms, exclusions and conditions contained herein or endorsed hereon, the Insurer shall indemnify the Insured for additional costs and expenses incurred to carry out temporary repairs to Insured Property as the result of Loss or Damage that is indemnifiable by this Policy.

本保单所载或批单所载条款、条件和除外责任不变,在发生本保单予以赔偿的损失或损坏后,保险人将赔偿被保险人对被保险财产进行临时性维修所产生的额外成本和费用。

The maximum liability of the Insurer in respect of such additional cost shall not the Sub Limit as stated in the Schedule subject to such repairs constitute part of final repairs and do not increase the total cost for repairs.

针对此类额外成本,最大责任限额将不超过明细表中列明的分限额,但基于此类维修费用需包含在最终的修复费用之中且不增加修复的总成本。

# L. Temporary Removal

#### 临时移动

The Property Insured is covered for loss of Damage occurring whilst temporarily removed for cleaning, renovation, repair or any other purposes, elsewhere on the same or at any

other premises and in transit thereto and therefrom by road, rail or inland waterway or whilst temporarily stored elsewhere.

本保单的被保险财产因清理、翻新、修理或其他类似目的在同一地点内或任何其他场所作之间 的临时移动,在经道路、铁路或内陆水域往返运送期间,或在其他地方的临时仓储期间,其所 享有的保险保障仍然有效。

The amount recoverable in respect of each item of cover shall not exceed the amount that would have been recoverable if the Loss or Damage had occurred in that part of the Premises from which the property had been temporarily removed.

每个承保项目的可赔偿金额将不得超过被保险财产在原有场所发生损失或损害时的可赔偿金额。

This clause does not apply to Property Insured if and so far as it is otherwise insured by a more specific policy.

如果被保险财产在另一张更加细化的保单下投保或已经承保,本条款则不适用。

Subject to Sub Limit as stated in the Schedule

基于明细表中列明的分限额

#### M. Miscellaneous Unnamed Locations

# 未命名场所条款

This policy insures the Insured's interest in covered property at any location within the policy territory for the purpose of storage of property including but not limit to materials and spares relating to the operation of Zhangzhou's plant.

本保单对被保险人在保单区域内的任何场所内储存的资产所拥有的保险利益予以承保,上述财产包括但不限于与漳州项目运营相关的原料和备件。

Subject to the Limit as stated in the Schedule

基于明细表中列明的分限额

# N. Value Increase

### 资产增加条款

 The insurance provided by this Policy shall, subject to its terms and conditions, extend to cover:

本保单将基于其条款和条件扩展承保:

- (a) any Assets (other than Stock) newly acquired during the Period of Insurance, which shall be deemed operational at the time of acquisition. 在保险期限内新增的任何资产(除存货外),在取得时即可使用。
- (b) any Assets which shall be handed over to be insured under the terms and conditions of this Policy which are now deemed as operational and which were formerly the subject of any construction, erection or contractors All Risks policy.

任何现作为营运财产被移交至被保险人处在本保单条款下投保的资产,其在之前适用于建造、安装及承包商一切险保单。

For the purpose of (a) and (b) above, Assets shall be deemed as operational if in compliance with the Property and Plant Testing and Commissioning Clause contained within this Policy.

因上述(a)和(b),若符合本保单财产与设备测试和试车条款,资产将作为营运部分财产。

- (c) any changes in values for existing Assets during the currency of this Policy, including any alterations, additions or improvements or other increment in value not the consequence of (a) or (b) above.
  - 本保单期限内任何现有资产的价值变化,包括任何改建、扩建或改进或其他价值增加,非上述(a)或(b)引起。
- The limit of the maximum increase in value allowed by this Clause shall be as stated in the Schedule.

此条款所允许的最大增加价值限额列于明细表中。

3) Any increase allowed by 1) above, and within the limits as stated in 2) above, shall be automatically held covered but in respect of 1)(a) and 1)(b) for a period not exceeding 90 days from the date of acquisition or hand-over subject to advice to the Insurers within this period.

若增加的价值符合上述 1)的规定且在 2)列明的限额之内,将自动获得承保,但对于 1)(a)和 1)(b),需要在获取日或移交日的 90 天之内告知保险人。

Notwithstanding the foregoing, the Insurers shall not be liable for any increases within 1)(a) and (b) above, if such increase exceeds 10% of sum insured and which had not been notified to the Insurers prior to its attachment, until such time as the Insurers has agreed to its attachment to this Policy.

尽管有上述约定,如果资产增加部分超过保险金额的 10%且被保险人未提前通知保险人并征得保险人的同意,保险人不负责赔偿上述 1)(a)和 1)(b)中的资产增加部分。

4) Premium due in respect of increases within this Clause shall be calculated at the Rate as stated in the Schedule of this Policy applied to the value of attachments or increases pro rata from the date of attachment or deletion until expiry of the Period of Insurance. The Insurers, however, retains the right to charge appropriate Premium as he deems applicable in respect of attachments notified subsequent to the inception of this Policy where such addition shall materially affect the risk insured by this Policy. 此条款下增加价值的保费计算需在保单明细表中列明的费率基础上进行,遵循附加或增加的价值自附加或删除之日至保险终期按照比例计算。若在保单起期后获知财产增加,并将对本保单所承保的风险产生重大影响,保险人有权收取适当保费。

Nothing contained within this Clause shall be deemed to limit the Insured's right to receive appropriate Return Premium in respect of reductions in value resulting from disposal of Assets.

本保单中的任何规定不得限制被保险人在资产处置导致价值减少时,取得合理退回保费的权益。

# O. 85% Condition of Average Clause 85%比例分摊条款

This Policy is subject to the 85% Condition of Average, that is to say, if the Sum Insured by this Policy shall at the time of any loss be less than 85% of the value of the Property Insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said Loss or Damage as the Sum Insured by this Policy bears to the total value of the said Property Insured. If the value of the Property Insured shall exceed 85% of the Sum Insured, Insurers shall be liable for the full amount of the Loss or Damage but shall not be liable for more than the Sum Insured.

如本保单项下承保的风险造成任何损失或损坏,且在重置被保险财产时,保险金额不足保险价值的 85%,则针对保险金额与保险价值的差额,被保险人将被视作其自身的保险人,并按比例承担损失。若保险金额达到重置价值的 85%,则不视为被保险人不足额投保。

#### P. 72 Hours Clause

#### 72 小时条款

(a) Each loss by earthquake, windstorm or flood shall constitute a single loss hereunder.

地震、暴风或洪水引发的损失,在下列情况下被视为一次损失:

- (i) If more than one earthquake or windstorm within any period of 72 hours during the term of this Section of this Policy, the beginning of which 72-hour period shall be determined by the Insured; or 在本保单的保险期限内,如果在 72 小时内出现一次以上的地震或暴风,被保险人可以决定 72 小时期间的开始时间;或
- (ii) If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

如果在一定时间内任何江河水流持续上涨或泛滥或堤岸下陷而导致的洪水; 或

(iii) If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

如果任何一次局部运动造成的一次或一系列潮汐引发的洪水;

such earthquake, windstorms or flood shall be deemed to be a single loss. 此类地震、暴风或洪水将被视为一次损失。

- (b) Should any time period referred to in "(a)" above extend beyond the expiration date of this Section of this Policy and commence prior to expiration, the Insurers shall pay all such earthquake, windstorm or flood losses occurring during such period as if such period fell entirely within the term of this Section of this Policy. 如果上述(a)中的时间期限开始于本保单本部分终止之前,但延续到终止之后,保险人应当将此期间视作该时段完全在本保单本部分保险期限内一样,赔偿地震、暴风或洪水引发的所有损失。
- (c) The Insurers shall not be liable, however, for any loss caused by any earthquake, windstorm or flood occurring before the effective date and time or commencing after the expiration date and time of this Section of this Policy. 对于本保单本部分生效前发生的或本保单终止后发生的地震、暴风或洪水导致的损失,保险人不负赔偿责任。
- (d) When filing proof of loss, the Insured may elect the moment at which such seventy-two (72) hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to property or interests insured under this Policy occurs. However, there shall be no overlapping in any two or more such 72 hour periods in the event of Loss occurring over a more extended period of time. 在提交损失证明时,被保险人可以选择 72 小时期间的起始时间,但不得早于此保单下承保的财产或保险利益第一次发生损失的时间。然而,如果损失持续的时间更久,不允许两个或以上的 72 小时期间产生重叠。

### Q. Nominated Loss Adjuster Clause

指定损失理算人

It is understood that in the event of Loss or Damage to Property Insured, any of the following loss adjusters shall be appointed by the Insurer:

兹经各方理解,在被保险财产发生损失的情况下,以下公司为指定损失理算人:

- 1) Cunningham Lindsey 根宁翰保险公估(中国)有限公司
- 2) McLarens Young International 万宜麦理伦保险公估有限公司
- 3) Crawford 天诺嘉福保险公估有限公司

The appointment of loss adjusters shall not operate to alter, waive, surrender or in any way affect the rights of the Insured against the Insurer.

损失理算人的任命不得更改、解除或以任何方式侵害被保险人的合法权益。

## **R. OBSOLETE PARTS**

废弃备件

In the event of spares currently insured hereunder and represented within the values as stated in the Schedule under this Policy becoming obsolete following an indemnifiable loss to the unit and/or units to which they belong, such spare parts shall also be deemed a constructive total loss, provided always that such parts cannot be used as spares for any other units within the premises of the Insured. Insurers retain salvage rights over such parts and further provided that the liability of the Insurer under this extension shall not exceed the value of such spare parts as set forth in the Insured's books of account. 当此处承保且在本保单明细表中列明价值的备件在其所属设备发生可获赔偿损失之后作废,将视此备件为推定全损,前提是此备件将不能用于被保险人场所内的其他设备。保险人对此类备件拥有处理残值的权利,并基于本附加条款中规定保险人的赔偿责任不超过此类备件在被保险人会计账目中所记录的价值。

### S. REINSTATEMENT OF POLICY LIMIT

#### 恢复保险金额条款

It is understood and agreed that in respect of any claim the Policy Limit shall not be reduced and an additional premium shall not be payable to the Insurer to reinstate such Policy Limit in case the occurrence amount does not exceeding the Sub Limit as stated in the Schedule. 兹经双方同意,针对任何索赔,保单赔偿限将不会发生减少,且被保险人无须补缴保费恢复赔偿限额,但前提是每次事故赔偿金额不高于明细表中列明的分限额。

#### T. Stock Declaration

# 存货申报

Where the insurance of stocks under this Policy shall be required to be arranged on an adjustable basis, the following provisions shall apply:

本保单的存货保险将基于可调性原则,适用于以下规定:

(i) The Insured shall declare the maximum anticipated value (or the average value or current stock value prior to inception at the option of Insured) of stocks to be insured, such value to be known as the Declared Stock Value.

被保险人将申报投保存货的最大预期价值(或是按照被保险人的意愿申报平均值或起保前的最新存货价值),此价值即为存货申报价值。

(ii) If, at any time during the currency of this Policy, the value of Stock shall exceed the Declared Stock Value, such additional Stock value shall be automatically held covered up to 130% of the Declared Stock Value, provided that the Insured shall advise the Insurer of such value as soon as reasonably practicable after becoming aware of this.

若,在本保单期限的任何时间内,存货价值超过存货申报价值,本保单将自动承保增加的存货价值,但总价值不得超过原存货申报价值的 130%,被保险人在知悉此价值的增加之后必须以切实可行的方式尽快告知保险人。

(iii) The Insured shall pay a provisional Premium based upon a percentage (as stated in the Schedule) of the Premium derived by applying the agreed Rate for Stock as stated in the Schedule to the Declared Stock Value.

被保险人将基于明细表中对存货申报价值所规定的费率向保险人支付预付保费,预付保费在明细表中约定。

(iv) The value of Stock shall be recorded by the Insured on the last day of each month/quarter and these records shall be declared in writing to the Insurer within 120 days of the expiry/anniversary of this Policy. If no declaration for any one month/quarter shall be made, the value declared for such month/quarter shall be deemed to be the Declared Stock Value.

被保险人须在每月/每季度的最后一天记录存货的价值,此记录将在本保单终期/周年日的 120 天之内以书面的形式呈递至保险人。若无任何一次月度/季度的申报,此月/季度的申报价值即为存货申报价值。

(v) The actual Premium for Stock shall thereafter be calculated by applying the agreed Rate for Stock as stated in the Schedule to the average of the monthly/quarterly Schedule.

此类存货的实际保费的计算将使用明细表中列明的存货费率和月度/季度存货价值的平均值。

(vi) The Insured shall pay an additional Premium, or receive a return Premium, according to the difference between the actual and provisional Premium, noting that any return Premium shall not exceed 50% of the provisional Premium

被保险人将根据实际保费与临时保费的差额支付附加保费或收取退回保费,注意任何退回保费将不超过临时保费的 50%。

# GENERAL EXCEPTED CAUSES APPLICABLE TO ALL SECTIONS

通用除外条款适用于所有部分

#### 1. WAR AND TERRORISM

战争及恐怖主义除外责任条款

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

不论本保险单或批单是否有任何相反规定,兹经双方同意,无论是否有其它任何原因共同或先后作用导致了损失,本保险不承保由下述事件直接或间接引起、导致或与其相关的任何性质的损失、损坏、成本或费用;

a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority or 战争、入侵、外敌入侵、敌对行为或类似战争行为(无论宣战与否),内战、叛乱、革命、暴动、有可能引起民众起义的民众骚乱、军事政变,任何政府、公共或地方当局的命令造成的没收、国有化、征用、销毁或财产损害;或

#### b) any act of terrorism.

任何恐怖主义的行动

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

在本保单下,恐怖主义的行为指任何个人或集体的行为,无论他们是否单独行动或代表任何组织或政府行动,出于政治、宗教、意识形态或类似目的包括企图影响任何政府和/或造成公众或公众的任何部门恐慌的行为,这种行为包括但不限于利用暴力和/或采取威胁方式。

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

本保单对直接或间接因采取任何控制、阻止、抑制行为或和上述a)和/或b)相关联的行为而造成的损失、毁坏、成本或费用不予赔偿。

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

如果保险人以本除外责任为理由,宣称任何损失、毁坏、成本或费用不属于此保险的赔偿范围,则相反的举证责任由被保险人承担。

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

当本除外条款的任一部分失效或不可执行时,条款其余部分仍应保持全部效力。

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#### 2. POLITICAL RISKS EXCLUSION

政治风险除外责任

Loss of property due to Political Risks is hereby excluded. Political Risks are defined as follows:

因本条款列明的政治风险导致的财产损失属于除外责任。政治风险定义如下:

"Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation."

财产所在国政府或任何公共、市政或该国或地区的当局根据法律或事实命令,实施财产没收、征用、国有化、征募或损毁或损坏;根据检疫或海关规定查封或损毁财产。

3. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 协会放射性污染、化学、生物、生化和电磁武器除外条款

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

此条款极为重要且凌驾于此保单中一切与之相悖的内容

- 1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from 此保单概不承保以下各项直接或间接造成、引致或产生的损失、损害、责任或费用:

  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel 核燃料、核废料或核燃料燃烧产生的电离放射或放射性污染;
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

任何核装置、反应堆或其他核装置或其核部件中放射性、有毒、爆炸性物质或其 他危险物或污染物;

- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter 带有原子或核裂变和/或聚变或其他同类反应或放射性威力或物质的武器或装置;
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes 任何放射性物质的反射性、有毒、爆炸性或其他有害或污染特性。本分项下的除外责任并不扩展至供商业、农业、医疗、科学或其他同类和平用途所制作、运输、贮存、或使用的放射性同位素,核燃料除外;
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon. 任何化学、生物、生化或电磁武器。

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#### 4. SEEPAGE POLLUTION AND CONTAMINATION

泄漏、污染和玷污

Notwithstanding anything contained herein to the contrary, this Policy does not insure against Loss or Damage, costs or expenses in connection with any kind or description of seepage, pollution or contamination, direct or indirect, arising from any cause whatsoever. 尽管合同中有任何相悖规定,此保单不承保与任何原因所直接或间接导致的任何性质或类型的泄漏、污染或玷污有关的损失、损害、成本或费用。

Nevertheless if a cause not excluded by this Policy shall occur and such cause arises directly or indirectly from seepage, pollution or contamination any Loss or Damage insured under this Policy arising directly from such cause shall (subject to the terms, conditions and limitations of this Policy) be covered.

然而,如果火灾或爆炸未在本保单下除外,泄漏、污染或玷污直接或间接导致的火灾,此火灾或爆炸直接造成的本保单所承保财产的任何损失或损害将获得保障(基于本保单的条款、条件及限额)。

However, if the Property Insured is the subject of Loss or Damage for which the Insurers has paid or agreed to pay, or would have paid for, or admitted liability, or been held liable but for the application of any Deductible provision within this Policy, then this Policy (subject to its terms, conditions and limitations) insures against Loss or Damage to the Property Insured hereunder caused by resulting seepage, pollution or contamination.

然而,若保险人已支付或同意支付,或本应支付,或确认责任,或被追究责任承担被保险财产 的损失或损害但遵循本保单下的任何免赔额,本保单(基于条款、条件和限额)将承保泄漏、 污染或玷污所导致的损失或损害。

The Insured shall give notice to the Insurers of intent to claim NO LATER THAN 12 MONTHS AFTER THE DATE OF THE ORIGINAL LOSS OR DAMAGE.

被保险人将在损失或损害发生后的12个月之内告知保险人。

Clean Up Cost incurred following such seepage, pollution or contamination shall be subject to sub limit as stated in the Schedule.

因上述泄漏、污染或玷污所导致引起的清理费用以明细表中列明的分项限额为限。

The costs of decontamination or removal of water, soil or other substances on or under the Premises are excluded under this Policy.

本保单不承保净化或移除有关场所内或其下的水、土壤或任何其他物质的费用。

#### 5. ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

电子数据识别条款 (EDRE)

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

保险不承保任何由以下原因造成的直接或间接损失、损害、成本、索赔或费用,不论是否是 预防性、救助性或其他行为:

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

任何电脑系统、硬件、程序或软件,和/或任何电脑设备或非电脑设备中的微芯片、集成电路 或类似装置引起的计算、比较、区分、排序或处理而涉及的 2000 年日期变更或其他任何日期 变更,包括闰年计算,不论是否为被保险人财产;或

(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

任何电脑系统、硬件、程序或软件,或任何电脑设备或非电脑设备中的微芯片、集成电路或类似装置引起的任何变更、调整或修改而涉及的 2000 年日期变更或产生其他任何日期变更,包括闰年计算,不论是否为被保险人财产。

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

此条款不负责其他任何原因和事件共同或先后引发的损失、损害、成本、索赔或费用。

17/12/97 NMA2802

# 6. ELECTRONIC DATA

电子数据

## 1) Electronic Data Exclusion

电子数据除外

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

不论本保险单或批单是否有任何相反规定,保险双方同意:

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

本保单不保障任何原因(包括但不限于**计算机病毒**)造成的**电子数据**的损失、 损坏、损毁、失真、删除、残缺或更改,或由此引起的任何性质的丧失使用、功 能退化、支出、费用,不论是否有其他原因或事件共同或先后作用导致损失。

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

**电子数据**,指转化成某种形式的事实、概念和信息,可用于电子和电机数据处理设备或电子控制设备的通讯、解释或处理,包括用于处理和操作数据或指令和操作设备的程序、软件和其他编码指令。

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

**计算机病毒,**指一组破坏性的、有害的或其他未经授权的指令或代码,包括一组恶意侵入的未经授权的指令或代码、程序或其他可以通过计算机系统或任何网络传播的事物。计算机病毒包括但不限于"特洛伊木马"、"蠕虫"和"时间或逻辑炸弹"。

b) However, in the event that a fire or explosion results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by fire or explosion. 然而,如果上述条款(a)所述的任何事件引起火灾或爆炸,本保险单将依据其 所有条款、条件和除外责任对在保险期限内由于火灾或爆炸风险所直接导致的保 险财产的物质损坏进行赔偿。

# 2) Electronic Data Processing Media Valuation

电子数据处理介质定价

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

不论本保险单或批单是否有相反规定,保险双方同意:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed RMB 5,000,000 any one loss, incurred by the Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

如果此保单承保的电子数据处理媒介遭受的物质损失,相应的价值基础应当是修理、替换或修复此媒介至损失或损害发生之前状况的成本,包括因媒介的修理、替换或修复而重新生成电子数据的费用。此重新生成费用将包括所有可能和必要的支出,但在任何一次损失中由被保险人重建、收集和整理此电子数据时的费用,不超过 500 万人民币。如果媒介没有被修理、替换或恢复,那么其价值基础将是空白媒介的成本。然而,此保单并不保障电子数据对于被保险人或其他方的附加价值,即使该电子数据不能重建、收集或整理。

NMA 2914 (amended)

# 7. MAP MICROORGANISM EXCLUSION - (Absolute)

微生物除外 — (绝对除外)

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

此保单将不保障由以下原因直接或间接造成或与之有关的任何损失、损害、索赔、成本、费用 或其他金额:

mold, 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.

任何类型、性质或种类的真菌、霉菌、菌类、孢子或其他微生物,包括但不限于任何将对人类健康产生实际或潜在威胁的物质。

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

本除外条款不论是否有(i)被保险财产的任何物质损失或损害;(ii)任何已保风险或事件,不论同时或连续发生;(iii)任何使用、占有或功能丧失;或(iv)任何要求的行为,包括但不限于修理、重置、移动、清除、消除、处置、搬迁,或满足医疗或法律要求而采取的措施。

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

本除外条款全部或部分替换或取代本保单中保障此类问题的任何规定。

#### 8. AUTHORITIES

公共当局处罚除外

This Policy does not cover expenses, fines, penalties or costs incurred or sustained by the Insured or imposed on the Insured at the order of any Government Agency, Court or other Authority in connection with any kind of description of environmental impairment including seepage or pollution or contamination from any cause.

不论任何环境损害条款包括任何原因导致的渗漏、污染或玷污如何规定,本保单不承担被保险 人为遵行任何政府机构、法院或其他公共当局的规定而导致的费用、罚金、罚款或成本。

# GENERAL CONDITIONS 通用条款

#### 1. MEANING

含义

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such specific meaning wherever it may appear.

此保单和明细表需被同时参阅,在保单或明细表中出现的具有明确含义的措词或短语均具有同样含义,不论出现在何处。

If this Policy wording shall be attached to a pre printed policy form for the purpose of the issuance of a local policy, in the event of any conflict between any pre-printed and/or standard clauses contained therein and the manuscript wording of this Policy, it is agreed that the manuscript wording shall always take precedence. In the event of any conflict between the Policy wording and any policy jacket in which it may be inserted, then the Policy wording will always take precedence.

若因出具本地保单所需而将保单措词附加于预先印备的保单格式之上,如果任何预先印备保单和/或标准条款与本保单原稿措辞相冲突,则各方同意保单原稿具有优先权。如果保单措词与插入的保单封页有任何冲突,则保单措词具有优先权。

## 2. BREACH OF WARRANTY

保证条款的违反

If a breach of any warranty or condition contained in this Insurance shall occur, which breach by the terms of such warranty or condition shall operate to suspend or avoid the insurance hereunder, it is agreed that such suspension or avoidance, due to such breach, shall be effective only during the continuance of such breach and then shall apply only with respect to such costs, expenses, liability (ies) or actual loss sustained to which such warranty or condition has reference and in respect of which such breach occurs. Any breach by any Insured or by any operator or co-venturer covered under this Policy shall not serve to suspend, avoid, limit or affect coverage with respect to any Insured under this Policy who is innocent of such breach.

若发生任何本保险中关于保证或条件的违反,此类保证或条件的违反将使得此保险中止或废除, 兹经各方同意,由于违反所造成的此种中止或废除仅在违反期内有效,且仅适用于与此类保证或条件相关的违反发生时所产生的成本、费用、责任或实际损失。任何本保单保障的被保险人或业主或共同投资人的违反将不构成本保单下任何与此违反无关的被保险人的保险保障的中止、废除、限制。

Where the insurance covers the interest of more than one party, any act of neglect of an individual party will not prejudice the rights of the remaining party/parties; provided the remaining party/parties shall, immediately on becoming aware of any act of neglect whereby the risk of damage has increased, give notice in writing to the Insurer.

若保单保障不止一方的权益,则任何一方的疏忽将不损害其他方的权益;其他方在意识到引发损失风险的疏忽行为时需立即书面通知保险人。

## 3. NOTIFICATION OF LOSS

## 损失通知

On the happening of any Loss or Damage which may, in the Insured's opinion, give rise to a claim hereunder and is estimated by the Insured to be in excess of any Deductible or Excess as stated in the Schedule, the Insured shall as soon as reasonably practicable after the Loss or Damage give written notice thereof to the Insurer by mail or facsimile and shall deliver to the Insurer as soon as reasonably practicable:

当发生任何损失或损坏时,如果被保险人认为该损失可能引起索赔,且损失金额可能超过本保单明细表项下的任何免赔额,被保险人应在合理可行的情况下尽快以邮件或传真的方式书面通知保险人:

- (a) a claim in writing for the Loss or Damage containing as particular an account as may be reasonably practicable of all the several articles or items of Property Insured damaged or destroyed, and of the amount of the Loss or Damage thereto respectively, having regard to their value at the time of the Loss or Damage, not including profit of any kind, other than would be indemnifiable under the Business Interruption Section together with particulars of any consequential loss resulting therefrom:
  - 书面索赔申请应本着合理且切实可行的原则,给保险人提供被保险标的受损的详细账单,列明受事故影响的财产的价值及损失(价值的确定以损失发生时的价值为准且不包含任何利润项目),以及由此引发的营业中断损失的单项及细节情况;
- (b) particulars of all other insurances which are or could be applicable to the Loss or Damage, if any.

其他可能或存在的适用于损失或毁坏的保险细节。

The Insured shall at their own produce, procure and give to the Insurers 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, cause and circumstances under which the Loss or Damage occurred, and any matter affecting the liability

or the amount of the liability of the Insurers as may be reasonably required by or on behalf of the Insurers together, if required by the Insurers, with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

若保险人要求,被保险人需提供进一步的理赔详细信息,包括产品计划、说明书、订单、付款凭证、发票、复制品或副本、文件、证明、资料等,还包括事故起点、事故原因和发生时的环境等,任何影响保险人责任或责任数量的资料被保险人都要本着合理且切实可行的原则提供,如保险人需要,还要通过约定或其他法律形式来证实以上理赔申报材料的真实性。

#### In addition to the above, the Insured shall

除了以上规定之外,被保险人还应该:

 take immediate action, including legal action if necessary or if advised to do so by the Insurers or by the Insured's own legal advisors, to reduce and minimise loss and avoid interruption or interference with the Business and to prevent further physical loss or damage; 立即采取措施,包括保险人或被保险人的法律顾问建议或认为有必要的法律诉讼,降低或最小化损失,避免营业中断或干扰以阻止进一步的物质损失或毁坏:

- (ii) supply the Insurers with all particulars, information and assistance as they may reasonably require; 按保险人的合理要求提供所有的细节、信息和帮助;
- (iii) not admit liability or negotiate or settle any claim without the Insurers' written consent;

在没有保险人书面同意的情况下不承认责任、不协商,也不处理任何理赔。

- (iv) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers; 保护受事故影响的现场,保证保险人的代表或查勘员可以得到有效的现场勘查;
- (v) if theft or physical loss or damage by malicious persons occurs or is suspected, give notice as soon as reasonably possible to the police and take all practical steps to recover property lost.
  如果确认或怀疑是盗窃、恶意破坏造成损失或毁坏,应及时报警,并采取可行措施

恢复被保险财产损失。

The cover provided by this Policy includes costs reasonably incurred by the Insured in complying with any of the above obligations and to substantiate the amount of any claim. 本保单也负责被保险人为遵守上述规定和证实理赔资料真实性而采取的合理措施的成本。

Failure to notify a loss which, at the time of happening did not appear to involve this Policy due to the operation of a deductible hereunder but which, at a later date, gives rise to a claim hereunder, shall not prejudice the recovery of the claim by the Insured from the Insurers. Failure of others to report a loss insured against under this Insurance to the Insured shall not prejudice the Insured's rights under this Policy.

在损失发生时由于免赔额限定而未启动保单,由此未及时通知保险人情况下,但若在此之后引起索赔,将不影响被保险人从保险人处获得赔偿的权益。本保单下由于其他方未即时告知被保险人本保单下的损失,将不影响被保险人在本保单下的权益。

A detailed proof of loss shall be filed with the Insurers as soon as possible after a loss hereunder.

损失发生后,被保险人需尽快提交详细的损失证明给保险人。

In no case whatever shall the Insurers be liable for any Loss or Damage after the expiration of twelve months from the happening of the Loss or Damage unless the claim has been notified to Insurers in accordance with the Policy terms and conditions and is the subject of pending action or arbitration.

保险人对损失或毁坏发生后期满十二个月的任何损失或毁坏都不负责赔偿,除非这些赔案已经按保单的条款和要求通知了保险人,产生了未决诉讼或仲裁。

## 4. LOSS ADJUSTMENT AND PAYMENT OF CLAIMS

损失理算和索赔支付

Loss, if any, shall be adjusted with and payable to Insured or order, whose receipt shall constitute a release in full of all liability under this policy as regards such loss except for

advance loss payments. Any loss payable to a mortgagee or other interests when required, will be paid in full in the same manner as if the deductible provision did not apply but the Insured shall reimburse the Insurer within 60 days from the date of payment for the deductible amount which would be applied but for this provision.

所有损失金额应经理算后支付给被保险人或按顺序支付,除预付赔款外的赔偿收据将证明该保单项下此次事故的所有责任履行完毕。如有需要支付给抵押权人或其他利益方的赔偿金额,保险人应连同免赔额部分全额赔付,而被保险人应在付款 60 天内将按免赔额条款应扣除部分的款项补偿给保险人。

All adjusted claims shall be paid to the Insured within 30 days after acceptance by the Insurers.

所有理算后的赔偿应在保险人接受后30天内支付给被保险人。

## 5. ERRORS AND OMISSIONS

## 错误和遗漏

Any unintentional error or omission made by the Insured shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's insurance / risk management department, and such error or omission is corrected when discovered.

被保险人的任何非故意的错误或遗漏将不会使本保单效力失效或削弱(但被保险人的保险部门需在发现该错误或遗漏后尽快告知保险人,并且该错误或遗漏在被发现时应被纠正)。

## 6. CANCELLATION

## 保单取消条款

This policy may be cancelled by the Named Insured at anytime by mailing to the Insurer written notice stating when thereafter such cancellation may be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of the cancellation stated in the notice shall become the end of the policy period. If the Named Insured cancels, the earned premiums shall be calculated pro rata.

此保单可由指明被保险人通过书面通知保险人保单取消的生效日期。前述通知的邮寄/邮件应视作充分通知的证明。通知中指定的取消生效日期应作为保单的截止日期。如果指明被保险人取消保单,保费应按比例计算。

This policy is non-cancellable by the Insurer except in the event of non-payment of premium to which the premium payment provision as contained herein shall apply.. 除非被保险人未按照保单规定的保费支付条款及时支付保费,保险人不得取消此保单。

## 7. FALSE OR FRAUDULENT CLAIM

## 虚假或欺诈索赔

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall be voidable at Insurers option, whereafter all claims hereunder shall be forfeited.

若被保险人制造关于金额或其他的虚假或欺诈索赔, 保险人将选择本保单失效,并没收所有赔偿金。

#### 8. SUBROGATION

## 代位求偿

The Insured shall do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any Loss or Damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurers.

被保险人同意并允许保险人执行任何权益或赔偿所要求的所有的必要或合理行为及事项,或保险人在支付或赔偿本保单损失或损害之后将或有资格或代位获取其他方(除本保单下保障的其他方之外)补偿或赔偿,不论此种行为或事项在被保险人获得保险人赔偿之前或之后基于必要或被要求。

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the costs of recovery shall be divided between or among the interests concerned (including the Insured) in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne proportionately by the Insurer(s) instituting the proceedings.

如果通过追偿实现了损失的完全补偿,则扣除追偿免赔后的净补偿额需要在相关利益方(包含被保险人)之间按各自的权益比例进行分配。如果未获追偿,则追偿费用由追偿方保险人按保单比例进行分摊。

## 9. WAIVER OF SUBROGATION

## 放弃代位求偿权

The Insurer expressly waives rights of subrogation against any contractors, advisors, consultants, associated, parent or subsidiary companies of the Insured working on behalf of the Insured or the Insured working on behalf of them, and any tenant or landlord of the Insured arising out of the operations of the Insured as insured by this Policy. It is specifically understood and agreed that waivers of rights of recourse against contractors (or their subcontractors) of the Insured during the Period of Insurance shall apply in respect of the normal maintenance activities of the Insured as insured by this Policy. Normal maintenance shall be deemed to include work during normal shutdowns and the bringing up from normal shutdowns and work required at the Insured premises pursuant of Maintenance coverage as provided for by Construction / Erection insurances previous applicable to the Insured's Property.

保险人明确表示放弃针对任何承包商、顾问、咨询公司、关联公司、为被保险人工作或被保险 人为其工作的母公司或下属公司、因被保险人的业务运营被本保单列为共同被保险人的承租人 或房东的代位求偿权。本保单非常明确地理解和同意针对承保商(或他们的分包商)在保险期 限内对追索权的放弃也应用在承包商作为共同被保险人的正常维护工作中。正常的维护工作被 认为包含正常停工期间/从停工到复工期间的工作和针对以前的建造期或建筑物保险商要求对被保险财产实施的在营业场所内的维修活动。

It is understood and agreed that the insurance provided by this Policy shall not be invalidated should the Insured waive, prior to Loss or Damage to the Property Insured, any or all rights of recovery against any party provided, however that the Insurer's right of recourse against any manufacturers and suppliers be maintained in force.

非常明确地理解和同意本保单被保险人在被保险财产发生损失或事故前部分或完全的放弃针对任何其他方的追偿权不会导致保单的失效,不论如何,保险人对任何制造商或者供应商的追偿权益仍然将保持有效。

It is specifically agreed to waive rights of subrogation against any fire brigade, ambulance or ancillary service or any persons or body acting on behalf of the Government or Local Authorities whilst any such service, persons or body are providing a service for and/or are acting on behalf of the Insured.

明确地同意放弃针对消防队、救护车、辅助性服务、代表政府或当局提供的个人或团体行为或类似的服务、代表被保险人正在提供服务的人员或团体的代位求偿权。

It is further specifically agreed to waive rights of subrogation against any director, partner or employee of the Insured and/or members of their families.

进一步明确地同意放弃针对任何主管、合伙人、被保险人的雇员及其家属的代位求偿权。

It is further agreed to waive rights of recourse and subrogation against visitors, guests and V.I.P.s who are invitees of the Insured, or against employees of other companies whilst engaged in training with the Insured.

还同意放弃针对被保险人邀请的访问者、来宾和重要人物以及与被保险人同时参与培训的其他公司的雇员 的追索权和代位求偿权。

## 10. BANKRUPTCY OR INSOLVENCY

倒闭或破产

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurers shall not be relieved thereby of the payment of any claims recoverable hereunder because of such bankruptcy or insolvency provided that the premium due hereunder shall have been paid in accordance with payment provisions contained herein. 如果发生被保险人或由被保险人组成的任何实体的倒闭或破产,保险人将不得取消任何可承保的赔款的支付,因为在此类倒闭或破产中,被保险人已经按照此处保费支付规定支付了相应的保费。

## 11. SALVAGE AND RECOVERIES

残值与摊回

After expenses incurred in salvage or recovery are deducted, any salvage or recovery, except recovery through subrogation proceedings, shall accrue entirely to the benefit of the

Insurers until the sum paid by the Insurers has been recovered, except for any amount assumed by the Insured (other than a Deductible) over and above any payment made under this Policy.

所有扣除施救及相关费用后获得的残值和摊回价值(不包括保险公司通过代位求偿方式获得的摊回),应用于补偿保险人已经赔付的费用,但须以保险人赔付的全部金额为限。而由被保险人承担的超过本保单赔偿范围之外的费用(不包括免赔额)不在此列。

Any recovery as a result of subrogation proceedings, after expenses incurred in such subrogation proceedings are deducted, shall accrue to the Insured and the Insurer in the proportion that the amount of the Deductible bears to the amount of the entire loss. 而通过代位求偿方式获得的摊回赔款,在扣除与求偿相关的费用后,应按照免赔额与总损失金额的比例在被保险人和保险人之间分摊。

## **Destruction of Salvage**

放弃施救

The Insurer will pay a total loss under this Insurance on any of the Property Insured which is damaged by any peril insured against and which the Insured elects in consultation with the Insurer to destroy, but in the event of the Insured electing to recondition damaged property, the Insurer is to be entitled to such salvage as may be obtainable.

由于发生本保单项下所承保的事故造成被保险财产损失,被保险人与保险人协商达成统一决定放弃施救之后,保险人将按照财产的全损情况赔付给被保险人。但是被保险人如果选择修复受损财产,保险人将享有对可获得残值的权益。

## Disposal of Salvage

残值的处理

The Insurer agrees not to sell or otherwise dispose of any property which is the subject of a claim hereunder without the written consent of the Insured provided that: -

保险人同意,在下述情况,如果没有获得被保险人的书面同意,将不会出售或者通过其他方式 处理与其理赔案件相关的任何财产:

- (a) the Insured can establish to the satisfaction of the Insurer that to have done so would have been prejudicial to their interests in which event the Insured agrees to allow the Insurer to deduct from the amount of the claim an amount equivalent to the intrinsic value of any such property to the Insured;
  - 被保险人同意保险人将理赔案件中部分财产按照其固有价值的数额在索赔总金额中扣除;
- (b) if (a) is unsatisfactory, the Insurer agrees to give the Insured first option to repurchase such property at its fair intrinsic value.
  - 如果(a)中的条件不满足,保险人同意被保险人将按照其固有的公允价值重新购置这些财产作为第一选择。

Where legally permitted all salvages, recoveries, and payments recovered or received prior to or subsequent to a loss settlement under this Insurance shall be applied in the following order, after deducting the actual costs of obtaining or making such recovery:

在扣除残值和摊回的相关获取成本后,本保单项下法律允许的所有残值、摊回、摊回支付、优 先或后续处理损失赔付等情形都应适用以下的规则:

Firstly - to reimburse the Insured in full for that part of such loss sustained by the Insured by reason of the Deductible in this Policy and/or for any part of such loss covered by any Policy(ies) of insurance of which this Policy is excess;

首先,赔偿被保险人因本保单免赔和/或超过限额的等类似的在保单保障以外的损失;

Secondly - to reimburse the Insurer in respect of that part of such loss covered by this Policy;

其次,赔偿保险人本保单中涵盖的有关这部分的损失;

Thirdly - the balance, if any, is payable to those parties responsible for bearing that part of such loss which exceeds the amount of coverage provided by this Policy.

第三, 平衡支付给本保单并未覆盖的但却承受着部分损失的相关方。

Any proceeds from any other insurance effected by or on behalf of the Insured shall not be deemed to be recoveries for the purpose of this clause

从其他受影响的保险或站在被保险人角度取得的任何收益在本条款中都不得视为摊回。

## 12. ARBITRATION

仲裁

All differences arising in respect of the amount to be paid under this insurance (liability being otherwise admitted) shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Insurer.

所有与本保单下应付赔款数额相关的争议(责任另定)均应提交给仲裁员裁决,仲裁员须由争议各方以书面的形式任命。若双方未能就某一位仲裁员所作的裁决达成一致,则需要两位仲裁员裁决。在任何一方提出书面请求后的一个月之内,其中一位由各方以书面形式予以任命。若两位仲裁员之间存在分歧,则在达成认可之前,双方以书面的形式指定一位裁决人。裁决人应与仲裁员一同出席并主持他们的仲裁会议。裁决人所作的裁决将被视作起诉保险人的前提条件。

It is agreed the appointed Arbitrator is "China International Economic and Trade Arbitration commission".

兹经各方同意,指定的仲裁机构为"中国国际经济贸易仲裁委员会"。

#### 13. NOTICES OR COMMUNICATIONS

通知或沟通

Any notices or communications between the Insured and the Insurers and vice versa as may be required in respect of this Insurance shall be made through Willis China.

任何被保险人与保险人关于保险方面的通知或通信(反之亦然)需通过韦莱保险经纪有限公司(韦莱中国)。

#### 14. ON ACCOUNT PAYMENTS

## 付款

In the event of Loss or Damage covered by this Policy, it is understood and agreed the Insurers shall allow a partial payment(s) of claim subject to the Policy terms and conditions and normal Insurers' adjustment process. To obtain said partial claim payment, the Insured shall submit a partial proof of loss with supporting documentation. It is agreed that the policy deductible as stated in the Schedule must be satisfied before said partial payment(s) are allowable.

当此保单项下发生事故或损失时,经理解同意,保险人应按照保单条件条款和正常理算过程允许部分赔偿。被保险人应提交部分损失证明及支持文件以获得此部分赔偿。经同意,此部分款项须超出免赔额才可获得赔偿。

## 15. DUE DILIGENCE

## 恪尽职守

The Insured shall at all times act with due diligence to prevent, or minimise the extent of, any Loss or Damage to the Property Insured.

被保险人需要一直恪尽职守的预防和最小化对被保险财产损失或毁坏的程度。

## 16. Application of Limits of Liability and Sublimits

## 责任限额和分项限额的应用

The Insurers shall not be liable under this Policy for more than the Policy Limit (as specified in The Schedule of this Policy) for all loss or damage arising out of each and every Occurrence. Notwithstanding anything to the contrary contained herein, in no event shall the liability of the Insurers exceed this amount in any one Occurrence, irrespective of the number of locations involved in the Occurrence.

保险人在本保单项下对每次事故引起的所有损失或损害的赔偿责任不超过本保单规定的赔偿限额(赔偿限额详见保单明细表)。不论是否存在相反规定,保险人的责任限额均不超过每次事故的赔偿限额,无论在该事故中涉及多少个保险地址。

This Policy also contains Sublimits, as specified in the Schedule of this Policy and under the various extensions, endorsements to this Policy. These Sublimits are part of and not in addition to the Policy Limit. These Sublimits do not increase the Policy Limit or any other Sublimit. The Insurers shall not be liable under each stated extension, or endorsement for more than the Sublimit specified for such extension, endorsement.

保单中同样存在分项限额,在保单明细表或各种扩展责任条款或批单中列明。这些分项限额是保单赔偿限额的一部分,而不是对保单限额的增加。这些限额不会增加保单的限额,也不会增加其他的分项限额。保险人对每一项扩展责任条款或批单所承担的责任不能超过该扩展责任条款或批单列明的分项限额。

If the Sublimit for an extension or endorsement is specified as an annual aggregate, such Sublimit shall apply in the aggregate for all losses under the applicable extension or endorsement occurring during the Policy Period. If the Policy Period is greater than twelve (12) months, such Sublimit shall apply in the aggregate to all losses occurring during each twelve (12) month period, beginning with the inception date of the Policy and each subsequent anniversary date unless otherwise stated.

如果这些扩展条款或批单的分项限额被指定为年度累计赔偿限额(累计限额),该累计限额将适用于保险期限内发生的所有损失。如果保险期限超过 12 个月,该累计限额将适用于每 12 个月对应的期限,从保单起始时开始计算,并往后延展,除非另有约定。

The foregoing limits shall be the maximum amount collectible under this Policy for Loss or Damage insured by this Policy.

前述的保单限额是针对本保单项下被保险人损失或毁坏的最高赔偿额度。

#### 17. DEDUCTIBLE

## 免赔额

If the cover in respect of the Property Insured or any specified part of such Property Insured is indicated in the Schedule as being subject to a Deductible, the Insured shall bear the full amount of the Primary Deductible stated in the Schedule. Upon erosion of such aggregate amount and in respect of each and every Occurrence giving rise to a claim, the Insured shall first bear the % of loss (or the equivalent amount in RMB )stated in the Schedule and the Insurer's liability, after making all other adjustments to the claim presented by the Insured, shall be reduced accordingly.

针对保单明细表中列明的被保险财产或任一部分的被保险财产的任何保障,在计算免赔额时,被保险人须自行承担明细表中列明的底层免赔额。当底层累计免赔额消耗殆尽时,针对可能索赔的每次事故,被保险人须自行承担损失的一定比例(或等额人民币金额),具体约定以明细表为准。保险人的责任根据被保险人在理赔中提供的其他调整项目做相应的减少。

#### 18. UNDERLYING INSURANCE

## 底层保险

Permission is granted to the Insured to have underlying insurance on all or any part of the deductible and/or excess and against all or any of the perils covered by this Policy. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this Policy. If the amount of such underlying insurance exceeds the applicable deductible and/or excess herein, the portion which exceeds such deductible and/or excess shall be deemed to underlie this Policy also.

允许被保险人拥有底层保险,该保险对应本保单项下的部分或全部免赔额,且承保本保单项下的全部风险或部分风险。底层保单的存在不应损坏或影响本保单项下的任何赔偿款项。如果底层保单的赔偿高于本保单的免赔额,则超出部分也将被视作本保单的底层保障。

## 19. EXCESS INSURANCE:

## 超赔保险

Permission is granted the Insured to have excess insurance over the limits of liability set forth in this Policy without prejudice to this Policy and the existence of such insurance, if any, shall not reduce any liability under this Policy. Where the Insured has excess coverage the insurers of this policy will cooperate with the excess layer over the appointment of loss adjusters/surveyors/lawyers and the like and the fees of such bodies should be shared between the layers in the same proportion as the claim which falls on their respective layers.

允许被保险人拥有超过本保单限额的超赔保险,且此类保单的存在将不影响本保单项下的任何赔偿责任。在被保险人拥有超赔保险的情况下,本保单的保险任将与超赔保险的保险人在公估人/查勘人/律师等类似问题上展开合作,这些相关方的费用也将按照赔款的金额在各个层级的保险之间分摊。

#### 20. INSURED'S CONTROL

## 被保险人控制

This Policy shall not be effected by failure of the Insured to comply with the provisions of this Policy in any portion of the Property Insured over which the Insured has no control. 若被保险人因为失去对被保险财产任何部分的控制而未能遵守本保单的规定,本保单将不受影响。

#### 21. LAW AND JURISDICTION

## 司法管辖

This Policy shall be governed and construed in accordance with the laws of: The People's Republic of China. Any disputes between the Insured and Insurers over the terms of this Policy shall be subject to the exclusive jurisdiction of the Courts of: The People's Republic of China.

本保险受中国法律管辖,并据之进行解释。凡根据本保单条款引致的保险人和被保险人纠纷,均愿服从中国法院的专属管辖。

## 22. PROPERTY AND PLANT TESTING AND COMMISSIONING CLAUSE

财产及设备测试与试车条款

It is hereby understood and agreed that this Policy does not cover Loss or Damage to property in course of construction or erection, dismantling, revamp or undergoing testing or commissioning including mechanical performance testing and any business interruption resulting therefrom.

兹经各方理解并同意,本保险不负责赔偿建筑或安装、拆卸、修补或试车或调试(包括机械性能测试)过程中的财产毁灭或损坏,以及任何由此引致的营业中断损失。

Acceptance of property hereon is subject to satisfactory completion of the following procedures:

本保单是否接受新增财产取决于此类财产能否顺利完成以下程序:

1) Mechanical completion including Testing.

机械安装完成包括测试

Testing and Commissioning.
 测试和试车

3) Performance Testing conforming to 100% of design capacity maintained by the entire plant in a stable and controlled manner for a continuous ongoing period of a minimum of 72 (seventy two) hours' duration.

在满足 100%的合同设计标准下,所有设备连续稳定且受控运行至少 72 小时。

4) Official acceptance by the Insured following formal hand over without reservation or waiver of guarantee conditions. It being understood that no equipment faults or punch list items affecting operational integrity of the plant are outstanding and that no temporary structures and no modifications remain.

正式移交之后,被保险人毫无保留且并不放弃保证条款的正式接收,即不存在任何未决的影响装置整体性营运的设备缺陷或验收单条目,且未遗留任何临时构筑物或改进工作。

Notwithstanding the above, attachment of property and plant hereon to be agreed by Insurers. It is further understood and agreed that terms and conditions to be reviewed, if required, by Insurers.

尽管如上所述,该类财产及设备的保险起期应经保险人同意。兹经双方同意,如需要,保险人 有权对保单条款及条件进行审核。

It is further understood and agreed that the above provisions do not apply to normal routine maintenance activities and scheduled turnarounds.

并进一步理解和同意以上的规定不适用于日常例行维修活动和预定转场中。

This Clause does not apply to Section 1 (Idle Period with Inspection and Maintenance Works) of this Policy.

本条款不适用于本保单的第一部分(停工检查和维修的工作期间)。

## 23. CONTRIBUTION

分摊

If at the time of any Loss or Damage happening to any Property Insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property and for which Loss or Damage shall be admitted under such policy, the Insurers shall not be liable to pay or contribute more than his rateable proportion of such Loss or Damage.

若在被保险财产发生损失或损害时存在其他保险(无论是被保险人或是其他人购买的)承保同样财产且损失或损害在此类保单下予以保障,保险人将不负责赔偿或分摊超过其赔偿比例的损失或损害部分。

## 24. INSPECTION OF PROPERTY AND OPERATIONS

财产和运营检查

The Insurers shall be permitted but not obligated to inspect the Insured's property and operations at any time mutually agreed with the Named Insured. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe and healthy or are in compliance with any law, rule or regulation.

保险人可以获准,但无义务,在任何适当的时候对被保险财产和运营的风险情况进行检查。但上述检查的权利、实施以及相应的建议或报告不代表被保险人或其他方利益,也不担保被查验财产或运营安全、健康或符合法律、规则或法规。

The Insurers will retain any information obtained under this Policy and agrees in writing that he shall treat as confidential and not use, except for the purposes of the Policy, other than as required by law, or disclose any information obtained as a result of any inspection or examination or otherwise without the written permission of the Insured who may hold the Insurers liable for the consequences of such breach of duty of confidentiality.

保险人将保留所获取的与本保单相关的信息并书面承诺对这些信息保密,不用于除本保单或法律要求的其他目的,被保险人要求保险人承担为检查中所获取信息保密的义务,没有被保险人的书面批准,保险人不得使用或披露查验或检查中所获取的任何信息,否则被保险人可要求保险人承担违反此保密条款造成的后果。

The Insured agrees to maintain an accurate record of all Property Insured at risk hereunder which shall be open to inspection by the Insurers or their representatives.

被保险人同意对被保险财产维持精确对的风险记录,而且可以对保险人及其代表的检查开放。

In the event of a claim, Insurers shall be permitted as may be reasonably required at reasonable times and upon reasonable notice during the period of this Insurance and for a period of one year after expiration thereof, to examine the Insured's books so far as they relate to the property covered herein.

如果发生赔案,保险人可以被允许有合理的要求,在保险期限内以及赔案期满一年内,选择合理的时间和合适的通知情况下检查被保险人相关的被保险财产的记录。

## 25. PERMITS AND PRIVILEGE

许可及特权

The Insured is privileged, without prejudice to this Policy: 被保险人在不背离本保单的情况下,享有以下权利:

 a) to conduct their business and operations and use their facilities and property as desired whether the hazard is thereby increased or not; to generate, keep, use or allow upon the premises and in any quantities any and all things customary, desired or necessary in or in connection with their Business;

根据实际需要管理业务和使用其设施和财产,无论风险是否会因此而增加;在场所内,依据常规、实际需要或者与被保险人业务需要的或必然相关,进行生产、持有、使用或者许可任何数量的所有的物品;

b) to have other insurance whether valid or not; 拥有其他保险(不论是否有效);

- to make or have made additions, alterations or repairs, to dismantle, erect, construct and reconstruct without limit of time, to operate at any and all hours, and to cease operations, without limit of time, and to allow any premises (all or in part) to be or become vacant or unoccupied without limit of time;
  - 在任意时间内,准备或已经增加、改造或维修,拆除、安装、建造或者重建操作;在任意时间内,全天候运行或者停用;在任意时间内,允许任何场所(全部或者部分)空置或闲置。
- d) to effect contracts or agreements customary or necessary to the conduct of the Insured's business under which the Insured may assume liability or grant releases, such contracts or agreements may be oral or written, and the obligations of the Insurers shall be governed by the terms of such contracts or agreements;

按被保险人行业实施的惯例或需要生效合同或协议,在这种情况下被保险人可以承担责任 也可以授予豁免,这些合同或协议可能是口头的也可能是书面的,保险人的责任则取决于 这些合同或协议的条款;

Notwithstanding the provisions of the above paragraph a), the Insured will undertake to notify the Insurer as soon as practicable of any increase in hazard resulting from new business lines not previously engaged in by the Insured and not previously notified to the Insurer, such notification being given to the Insurers not more than 90 days following the Insured first becoming aware of such increase in hazard.

尽管存在上述 a) 规定,被保险人应该在合理可行的情况下尽快通知保险人任何风险的增加,这些风险增加来自于此前被保险人未曾从事,也没有通报给保险人过的全新业务。被保险人的风险管理部门应在首次意识到风险增加后 90 天时间内将此情况通知保险人。

## 26. ABANDONMENT

委付

There shall be no abandonment to the Insurers of any property without the Insurers acceptance in writing.

未经保险人书面同意,被保险人不得将任何财产委付给保险人。

## 27. ASSIGNMENT

托付

Nothing herein contained shall give any rights against Insurers to any person or persons other than the Insured, and Insurers shall not be bound by any trust assignment, transfer or devolution of interest of the Insured, unless and until Insurers shall by endorsement, declare the insurance to be continued for the benefit of such other person or persons.

本保单中包含的任何部分或权益只有保险人有权转给除被保险人之外的人,保险人不应被绑定在被保险人利益的任何信托托付、转移或委付中,除非保险人已经书面同意,声明这些其他人利益的保单可以持续有效。

## 28. EXTENDED EXPIRATION

## 展期

Subject to all its applicable terms, conditions and limitations, it is agreed that if this Policy should expire or be cancelled or otherwise terminate while an Occurrence giving rise to Loss or Damage recoverable under this Policy is in progress, the said Occurrence will be covered as if the entire loss had occurred prior to the date of expiration, cancellation or termination, provided that no part of such Occurrence is claimed against any renewal of this Policy or any replacement policy.

基于所有适用的条款、条件及限制,各方同意,若本保单在引发保单下可获赔偿的损失或损害的事件发生时期满或取消或其他形式的终止,将继续保障上述事件,相当于所有损失发生于保单期满、取消或终止之前,所有事件均不针对保单的任何续转或重置保单进行索赔。

## Appendix 附录

## Schedule of short-period rate 1 短期费率表 1

Months passed in insurance period (months)	1	2	3	4	5	6	7	8	9	10	11	12
Proportion of annual rate(%)	10	20	30	40	50	60	70	80	85	90	95	100

(Note: The month passed in insurance period that is less than one month shall calculate as one month)

保险期间	一个月	二个月	三个月	四个月	五个月	六个月	七个月	八个月	九个月	十个月	十一个月	十二个月
年费率的百分比	10	20	30	40	50	60	70	80	85	90	95	100

注: 不足一个月的部分按一个月计收。

## Short Term Premium Rate Table 2 短期费率表 2

Period	insured	
Exceeding	Not exceeding	Annual rate %
	1 month	10% of the annual rate
1 month	2 months	20% of the annual rate
2 months	3 months	30% of the annual rate
3 months	4 months	40% of the annual rate
4 months	5 months	50% of the annual rate
5 months	6 months	60% of the annual rate
6 months	7 months	70% of the annual rate
7 months	8 months	80% of the annual rate
8 months	9 months	85% of the annual rate
9 months	10 months	90% of the annual rate

保险	立期限	年费率的 %
超过	不超过	
	一个月	年费率的 10%
一个月	两个月	年费率的 20%
两个月	三个月	年费率的 30%
三个月	四个月	年费率的 40%
四个月	五个月	年费率的 50%
五个月	六个月	年费率的 60%
六个月	七个月	年费率的 70%
七个月	八个月	年费率的 80%
八个月	九个月	年费率的 85%
九个月	十个月	年费率的 90%

10 months	11 months	95% of the annual rate
11 months	12 months	100% of the annual rate

十个月	十一个月	年费率的 95%
十一个月	十二个月	年费率的 100%