

中意财产保险有限公司

财产保险附加险条款（补充）

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一. 一般条款

1. 扩展类 (P-K)

P-K-055 Reinstatement of EDP archives

In the event of EDP records suffer damage caused by an insured peril under this Insurance Contract, the basis upon which the amount payable in respect of such damage to the calculation shall be the value of the material together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein.

Provided that the liability of The Insurer for this extension shall not exceed in aggregate.

Subject otherwise to the terms, conditions and exclusions of this Insurance Contract.

P-K-056 Theft Extension

It is hereby agreed that this Insurance Contract is extended to cover loss of or damage to the insured property which is caused by theft (consequence upon forcible and violent entry of or exit from the premises), burglary or robbery, provided that::

- Theft , burglary or robbery within any production site is excluded;
- Loss of or damage to samples caused by, contributed by or arising from theft, burglary or robbery is excluded;
- Mysterious disappearance or shortage disclosed during standard periodic inventory is excluded.

Subject otherwise to the terms, conditions and exclusions of this Insurance Contract.

P-K-057 Claims Preparation Expenses Clause

This Policy extends to include costs of materials and labor, as well as disorders caused, which is reasonably and necessarily incurred by the Insured in order to find out the origin of a loss.

Sub-Limit:

All other terms and conditions remain unchanged.

P-K-058 Property in Course of Construction

This Policy extends to include loss incurred by the Insured in the event a peril not otherwise excluded by this Policy, results in Damage to property or structures in the incidental course of construction or erection and materials or supplies in connection with all such property in the incidental course of construction or erection at insured Premises only.

Provided that the liability of the Insurers under this extension shall not exceed _____ each and every Occurrence.

P-K-059 Theft damage to Buildings

If buildings at the Premises are not included within the Property Insured by Section 1, the insurance by that Section nevertheless includes Damage by Theft (as otherwise insured hereby) to such buildings, for which the Insured is liable.

Provided that the liability of the Insurers under this extension shall not exceed _____ each and every Occurrence.

P-K-060 Adjoining Buildings

Except where such property is more specifically insured small outside buildings extensions, annexes, gangways and walls, gates and fences are included in the item covering the building to which such property relates.

P-K-061 Mobile Plant and Equipment

Notwithstanding excluded property 2(a) of Excluded Property under this Policy, it is understood that this Policy is extended to include mobile plant and equipment on the Insured's Premises as defined in the Schedule.

Provided that the liability of the Insurers under this extension shall not exceed _____ each and every Occurrence.

P-K-062 Plant and Equipment Away from Named Premises

In respect of such property, all transfers between the Premises or to and from the Premises are also covered. Such property does not cover property loaned or hired outside of the Premises.

Plant and equipment extends to include spare parts and such items that are in storage awaiting erection.

Provided that the liability of the Insurers under this extension shall not exceed _____ each and every Occurrence.

P-K-063 Water Metering Costs

The insurance by this Policy shall, subject to the exclusions and conditions of this Policy except insofar as they may be expressly varied hereby, extend to include increased metered charges incurred by the Insured resulting from an escape of water.

P-K-064 Money

This Policy is extended to cover any loss of Money occurring within the premises & during transit up to _____ each and every Occurrence and _____ in the aggregate during the Period of Insurance.

1. For the purpose of this extension, the following Exceptions and Interpretations and Geographical Limits shall apply:

Exceptions

The Insurer shall not be liable in respect of loss

- (a) due to robbery or theft by any director partner or employee of the Insured;
- (b) due to clerical or accounting errors or to depreciation in value or to the use of counterfeit money

- (c) from an unattended vehicle;
- (d) of money (other than crossed cheques crossed postal orders and crossed money orders) from any room left unattended and unlocked during working hours unless contained in a locked safe cupboard or desk of which the key has been removed from such room.

Interpretations

- (a) Money shall mean cash bank notes currency notes cheques (other than pre signed blank cheques whether crossed or uncrossed) postal and money orders and current postage stamps belonging to the Insured or for which the Insured is responsible.
- (b) Money in transit shall mean money in direct transit in the custody Insured or of a director partner or employed of the Insured or professional carrier employed by the Insured.

Geographical Limits

Anywhere within the Territorial Scope of this Policy

2. For the purpose of this extension, the following conditions shall apply:

Conditions

- (a) The Insured shall take all reasonable precautions to prevent loss and damage;
- (b) All locks bolts intruder alarms and other protective devices shall be in full operation during any time the premises are closed for business;
- (c) All keys (except those deposited with a bank) and notes of combination lock letter and numbers for safes and strongrooms containing Money must be held in the personal custody of an authorized person and removed from the Insured's business premises out of working hours.

P-K-065 Land and Water Contaminant or Pollutant Cleanup Removal and Disposal

This Policy covers the reasonable cost for the cleanup, removal and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance if the release, discharge or dispersal of contaminants or pollutants is a result of Damage to Property Insured.

It is the condition precedent to recovery under this extension that the Insurers shall have paid or agreed to pay for Damage to the Property Insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give written notice to the Insurers of intent to claim for cost of cleanup not later than 180 days after the date of such first Damage.

Provided that the liability of the Insurers under this extension shall not exceed _____ each and every Occurrence and in aggregate during the Period of Insurance.

P-K-066 Decontamination and Cleanup Expenses

If Property Insured is contaminated as a result of Damage and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this Policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This coverage applies only to that part of Property Insured so contaminated as a direct result of Damage.

The Insurers is not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

Provided that the liability of the Insurers under this extension shall not exceed _____ each and every Occurrence and in aggregate during the Period of Insurance.

P-K-067 Services

The Property Insured extends to include telephone, gas, water and electric instruments, meters, piping, cabling and the like and the accessories thereof including similar property in adjoining yards or roadways or underground, the property of the Insured or for which they are responsible but excluding any transmission or distribution lines belonging to public utility companies..

P-K-068 Additional Interests

The interest of parties supplying property to the Insured under a hiring, leasing or similar agreement is noted in the insurance on Property Insured, the nature and extent of any such interest to be disclosed in the event of Damage other than by an excluded cause.

P-K-069 Demolition and Increased Cost of Construction

In the event of Damage that causes the enforcement of any law, ordinance and/or governmental directive, which are in force at the time of such loss or damage, regulating the construction, repair or use of the property, the Insurers shall be liable for:

- A. the cost of demolishing the undamaged property including the cost of clearing the site;
- B. the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;
- C. the increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site and limited to the costs that would have been incurred in order to comply with the minimum requirements of such law, ordinance and/or governmental directive regulating the repair or reconstruction or use of the damaged property on the same site or another site. However, the Insurers shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

D. The increase in loss, including, but not limited to, Business Interruption, Additional Increase in Cost of Working or Business Interruption extensions thereof arising out of the additional time required to comply with said law, ordinance and/or governmental directive.

Provided that the liability of the Insurers under this extension shall not exceed _____ each and every Occurrence.

P-K-070 Drain Clearance Costs

This insurance extends to cover expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like in consequence of fire or other perils hereby insured against whether or not on the Insured's own premises.

P-K-071 Expenses for Loss Prevention

In case of actual or imminent loss or damage as insured under this Policy, the Insurers shall be liable for all costs and/or expenses necessarily incurred by the Insured for the purpose of preventing Damage to Property Insured or the aggravation of Damage to Property Insured. The Insurers' liability for such costs and/or expenses shall be calculated on the basis of the proportion that the Insurers' liability under this Policy hereon bears to the Total Sum Insured inclusive of deductibles.

P-K-072 Workmen

Workmen are allowed on the Premises for the purpose of carrying out minor alterations, repairs, decorations and maintenance without prejudice to this insurance provided that the contract value does not exceed _____.

P-K-073 Expediting Costs

In respect of each claim for damage for which liability is admitted under this Policy, the Insurers will subject to the Limit of Indemnity pay the reasonable cost of effecting temporary repair and of expediting permanent repair including overtime working and the use of express or other means of rapid transport provided that the Insurers' approval of such means of repair has first been obtained or, prior to such approval that such payment does not _____ of the normal cost of repair.

P-K-074 Mold & Fungi Endorsement

A. This Policy only insures physical loss or damage to Property Insured arising from mold, mildew, fungus or spores during the Period of Insurance, directly caused by one of the following Listed Perils:

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

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

1. The said property must be insured for physical loss or damage caused by that Listed Perils;

2. The Insured must report to the Company the existence and cost of the physical loss or damage arising from mold, mildew, fungus or spores as soon as practicable, but no later than six (6) months after the Listed Peril first caused any physical loss or damage to such Property Insured during the Period of Insurance.

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

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

P-K-075 Employees and Visitors Personal Effects

It is hereby noted and agreed that this Policy is extended to cover legal liability of the Insured in respect of personal effects of their employees and visitors provided that the amount of indemnity under this extension is limited to HK\$50,000 any one employee and visitor.

P-K-076 Unspecified Locations Clause

The insurance provided by this Policy shall be extended to include locations for which no specified address has been provided subject to the Limit of Liability and the Territorial Limit.

Provided always that the liability of the Insurers under this extension shall not exceed _____.

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

2. 限制类 (P-X)

P-X-001 Aggregate Provision

As respects to loss or destruction or damage to Property Insured and resultant Business Interruption arising as a result of an Insured Event to which an annual aggregate limit applies, it is hereby declared and agreed that the said annual aggregate limit applies as a total aggregate to all policies issued by the Insurer or its representative.

P-X-002 Electronic Data Exclusion

It is hereby agreed and understood that any loss of or damage to electronic data shall be excluded under this Policy.

For the purpose of this Exclusion, Electronic Data means any information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

P-X-003 Sanctions Related Exclusion

The Insurer is not liable to make any payments for liability under any coverage sections of this policy or make any payments under any extension:

For any loss of claim arising in, or where the Insured or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity.

P-X-004 Master Program Memorandum

Any reference to the “Co-Insurers” wherever it appears in this Memorandum shall be deemed to mean the Co-Insurers named below or the Co-Insurers whose names are, with the consent of the _____, substituted for such Co-Insurers by a memorandum signed by or on behalf of all the Co-Insurers concerned.

The liability of the Insurers shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured or in the limit of liability hereby, or such other sum(s) or limit(s) as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurers.

It is understood and agreed that this Policy (hereinafter referred to as the “Local Underlying Policy”), issued by _____, is part of a multi-national overseas property insurance program concluded between _____ (named in this Memorandum) and _____ (hereinafter called “the Leading Co-Insurer”) under the Master Policy (as per policy/reference numbers specified in this Memorandum), and that in case of _____, the Master Policy shall always prevail.

It is further noted and agreed that notwithstanding that _____ has issued the Local Underlying Policy for a 100% participation in this territory, the liability of the Co-Insurers under the Master Policy (named in this Memorandum and hereinafter referred to as the “Co-Reinsurer(s)” under the Local Underlying Policy) shall attach simultaneously with that of the Leading Co-Insurer / _____. In the event of a claim under the Local Underlying Policy, the Co-Reinsurers agrees that, if required by the Leading Co-Insurer/ _____, payment hereunder shall take place at the same time as settlement or advance of funds under the Local Underlying Policy. Additionally, the Leading Co-Insurer / _____ may, at its option demand prompt payment of any claim amount from Co-Reinsurers, and the Co-Reinsurers will promptly pay such amounts.

The Leading Co-Insurer, each of the other Co-insurers and the Insured shall note and agree that the Liability of the Leading Co-insurer and each Co-insurer under this contract of insurance are solely limited to the extent of their individual co-insurance proportions, and are not responsible for the share of any other Co-insurer who for any reason does not satisfy all or part of its obligations.

Furthermore, being part of a worldwide program, the coverage provided by the Local Underlying Policy expires on the date and/or time shown in the schedule. The policy is not renewed unless the Insured is specifically advised to the contrary.

P-X-005 War & Terrorism Exclusion Endorsement (WTE)

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

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

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

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

If the Company alleges that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

P-X-006 Cyber Risks Clause

This Insurance Policy does not apply to any liability damages or losses arising from or in connection with

- a) the use or misuse of the internet or similar facilities or
- b) loss of service or loss of use of the internet or similar facilities or
- c) e-commerce and related activities and exposures

For the purpose of this Exclusion such damages or losses shall refer but not limited to the following

- 1) transmission of computer virus
- 2) unauthorized access
- 3) unauthorized use
- 4) infringement of data privacy
- 5) infringement of intellectual property rights (including but not limited to trademark copyright or patent)

P-X-007 Date Recognition

The Policy does not cover Loss or Damage or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000

- i) correctly to recognise any date as its true calendar date; or
- ii) to capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- iii) to capture, save or retain, or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save or retain, or correctly to process such data on or after any date;

but this will not exclude subsequent Loss or Damage or consequential loss not otherwise excluded, which itself results from a Defined Peril.

The Defined Perils are :

“Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.”

P-X-008 Terrorism Exclusion Clause for Contamination and Explosives

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination
- b) Missiles, bombs, grenades, explosives due to any act of terrorism.

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

For the purpose of a) “contamination” means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

P-X-009 Nuclear Energy Risks Exclusion Clause

This Insurance shall exclude all of Nuclear Energy Risks.

For all purposes of this insurance, Nuclear Energy Risks shall mean all risks in respect of:-

(I) All **Property** on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

(II) All **Property**, on any site (including but not limited to the sites referred to in (i) above) used or having been used for:-

(a) The generation of nuclear energy; or

(b) The **Production, Use or Storage of Nuclear Material**.

(III) Any other **Property** eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

Provided always that the perils of irradiation and contamination by **Nuclear Material** is excluded.

Definitions

"**Nuclear Material**" means:-

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

(ii) **Radioactive Products or Waste**.

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

"**Nuclear Installation**" means:-

(i) Any **Nuclear Reactor**;

(ii) Any factory using nuclear fuel for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, including any factory for the reprocessing of irradiated nuclear fuel; and

(iii) Any facility where **Nuclear Material** is stored, other than storage incidental to the carriage of such material.

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

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

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

"High Radioactivity Zone or Area" means:-

(i) For nuclear power stations and **Nuclear Reactors**, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and

(ii) For non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield.

P-X-010 IT Clarification Clause (ITC)

Property loss or damage covered under this Policy shall mean physical loss of or damage to the substance of property.

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

Consequently the following are excluded from this Policy:

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

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

3. 规范类 (P-G)

P-G-031 Additional Limitations and Conditions Endorsement (NMA2560)

THIS ENDORSEMENT CONTAINS PROVISIONS IN CLAUSES II, V AND VI THAT MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR DEBRIS REMOVAL (AS PROVIDED IN CLAUSE II) AND/OR RESULTING LOSS (AS PROVIDED IN CLAUSE V).

I. LAND, WATER AND AIR EXCLUSION CLAUSE

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

II. DEBRIS REMOVAL CLAUSE

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

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

1. In the event of direct physical damage to property, for which Underwriters agree to pay hereunder, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter in this Clause referred to as "Damage"), this Policy also insures, subject to the limitations below and method of calculation in Clause VI of this Endorsement and to all the other terms and conditions of the Policy, expense:

- (a) which is reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage occurred, of debris which results from the Damage; and
- (b) of which the Assured becomes aware and advises the amount to Underwriters hereon within one year of the commencement of the Damage;

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

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

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

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

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

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

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

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

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

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

Listed Perils

Fire,
Explosion.

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

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

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

THIS CLAUSE IS VOID AND OF NO FORCE OR EFFECT UNLESS AN AMOUNT IS SPECIFIED IN PARAGRAPH 2) BELOW.

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

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

(ii) insured by this Policy against the listed peril causing the Original Damage;
and

(c) said property is damaged thereby (hereinafter in this Clause referred to as "Resulting Damage");

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

(d) the Resulting Damage; and

(e) the reasonable and necessary expense incurred by the Assured for debris removal and/or clean up which is:

(i) limited to the same premises as the Original Damage; and

(ii) made necessary solely by the Resulting Damage;

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

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

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

(f) Underwriters have agreed to pay for the Original Damage or, but for the operation of a deductible or underlying amount, would have agreed to pay for the Original Damage; and

(g) within one year of the commencement of the listed peril which caused the Original Damage, the Assured became aware and advised Underwriters of the amount of:

(i) the Resulting Loss; and

(ii) any other interest to be claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise.

Listed Perils

Fire,

Lightning,

Explosion.

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

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

VI. METHOD OF CALCULATION

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

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

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

P-G-032 Currency Exchange Clause

When currency conversion is necessary when applying terms and conditions of this Policy, the rates of exchange to be adopted shall be those prevailing:

- for initial premium settlement, at policy inception date as per the exchange rate quoted on _____.
- for mid term premium adjustment, at the date when such change takes effective as per the exchange rate quoted on _____.
- for year-end premium adjustment, at the expiry date of the policy as per the exchange rate quoted on _____.
- for loss settlement, at the date of final settlement of loss as per the exchange rate quoted on _____. However, should the Insured incur and pays any claim settlement at the consent of the loss adjuster and/or the Insurers, then the exchange rate to be used for the calculation of settlement of such claims payment shall follow the exchange rate used under the payment made by the Insured.

P-G-033 Valuation of Stock

On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.

On stock owned by the Insured or in their care, custody or control or on consignment with the Insured, the cost to distributor value of such stock.

P-G-034 Pay as Paid Clause

Insured: _____

Insurer: _____

Ultimate Reinsurer: _____

Registered address: _____

It is hereby noted and agreed by the Insured that the Insurer shall not be liable to pay any money in respect of the percentage of any loss under this policy that is reinsured to the Ultimate Reinsurer (_____) unless the same liability has been admitted by _____ for such percentage of the loss.

It is further noted and agreed by the Insured that at the time of settlement of a claim that is covered under this policy, the Insurer will pay the claim for such percentage of the loss that is reinsured to the Ultimate Reinsurer (_____) only upon receipt from the Ultimate Reinsurer (_____) of the funds representing the percentage of the loss payable by the Ultimate Reinsurer (_____).

P-G-035 Waiver of Average Condition Clause

The Company hereby agree not apply the average condition in respective of computer equipment, as far as its sum insured does not fall short of 50% of the original costs, and stock, no matter self-owned by the Insured(s) or under her (their) care, custody or control, as far as its sum insured does not fall short of the average daily value.

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

P-G-036 Notice of Cancellation by Insurers (Immediate Notice of Cancellation by Insured)

The insurance may at any time be terminated at the option of the insurer, giving ____ days' notice to that effect being giving to the Insured, in which case the Insurer shall be liable to repay on demand a ratable proportion of the premium for the unexpired terms from the date of the Cancellation.

The insurance may also at any time be terminated at the option of the insured, giving immediate notice to that effect being giving to the Insurer, in which case the Insured shall be charged on a short period premium for the expired terms from the date of inception.

二. 财产保险基本险专用条款

三. 财产保险综合险专用条款

四. 财产保险一切险专用条款

1. 扩展类 (P-K-y)

P-K-y-004 厚玻璃意外破碎条款

兹经双方同意，鉴于被保险人已支付了附加保险费（已含），本保险责任扩展包括因承保风险导致的建筑物玻璃破碎。

P-K-y-005 扩建、改建及维修条款 A

本保险单自动承保合同总价值不超过_____的扩建、改建及维修工程。

如果工程的合同总价值超过_____，被保险人须提前通知本公司，本公司保留对此工程收取附加保险费的权利。

P-K-y-006 改建与维修条款 B

兹经双方同意，本保险单扩展承保被保险场所进行维修、整修及改建过程中的保险财产。但上述维修、整修及改建的合同价值不得超过_____。

如果工程的合同价值超过上述数额，被保险人应在工程开始七天内通知保险人，保险人将视需要收取适当的附加保险费。

P-K-y-007 建筑物变动条款 A

兹经双方同意，鉴于被保险人已交付了附加的保险费，本保险扩展承保保险财产在进行扩建、改建、维修、装修过程中发生的本保险责任范围内的物质损失，但被保险人须以书面形式提前通知本公司并克尽职责防止损失发生。

本扩展条款项下总合同价不得超过_____。

P-K-y-008 建筑物变动条款 B

兹经双方同意，本保险扩展承保金额在_____以下的改建、结构维修及装修工程进行中的被保险建筑物。如果上述工程金额超过_____，被保险人应事先书面通知本公司，克尽职责防止意外事故发生，并支付可能要求的附加保险费。

P-K-y-009 自动承保条款

本保险的赔偿将自明细表中描述的新置财产建成或获得，或其转移至被保险人名下，或被保险人开始对其负责（除非特别投保）时起自动适用于和包括所有新置财产。但本公司在本扩展项下的责任不得超过总保险金额的_____。双方同意，被保险人应在获得上述财产的九十天内通知本公司，并支付日比例的附加保险费。

P-K-y-010 锅炉爆炸及倒塌扩展条款 A

兹经双方同意，鉴于被保险人已经支付了约定的附加保险费，本保险将扩展承保锅炉作为保险财产，负责由于锅炉爆炸或倒塌导致的保险财产的损失、责任及费用，但是总赔偿金额不得超过下列保险金额及赔偿限额：

1. 锅炉的保险金额_____；
2. 属于被保险人的财产的保险金额_____。

本条款同样适用下列定义及除外责任：

一、定义

（一）“爆炸”指内部蒸汽或其他液体压力（可燃液体或汽体压力除外）所致的被保险锅炉突然和猛烈的破裂，导致被保险锅炉任何部分的结构移位，并伴随有容纳物的强烈喷发。

（二）“倒塌”指蒸汽或其他液体压力（可燃液体或汽体压力除外）的冲力造成被保险锅炉任何部分的突然和危险的变形（不论是否断裂）。

（三）即使有必要进行修理或重置，下列缺陷也不能视为构成爆炸或倒塌：

1. 燃料或其他物质的渗漏腐蚀所致的被保险锅炉材料的磨损或浪费；
2. 被保险锅炉任何部分的逐渐变形或扭曲；
3. 破裂、断裂、起泡、叠合、裂缝或沟槽，即使伴随有渗漏；
4. 接合脱离。

但是由上述缺陷所致的爆炸或倒塌在此并不除外。

二、除外责任

本公司不负责下述原因所致的直接损失、后果损失、责任及费用：

- （一）被保险锅炉进行水压测试；
- （二）被保险锅炉容纳物发生化学反应或燃烧所致的爆炸或倒塌。

P-K-y-011 锅炉或压力容器爆炸条款 B

本保险单项下的赔偿同样适用于，设计在汽压下工作的锅炉容器或装置发生爆炸，造成所定义的财产的意外损失，但被保险人应尽职尽责，遵守有关发生爆炸的锅炉容器或装置的安全检查方面的法律要求。

P-K-y-012 资产增加条款 A

兹经双方同意，鉴于被保险人已支付了附加的保险费，本保险扩展承保本保险生效后被保险人在中华人民共和国内所增加的资产，但不包括财产的自动升值，增加资产的金额以不超过相关项下类似财产保额的_____为限。被保险人须每个季度申报增加资产的价值。

P-K-y-013 资产增加条款 B

兹经双方同意，本保险单第_____项扩展承保每一保险年度开始之后增加或扩充的保险财产，但不包括其自动升值，且金额不得超过_____。双方同意，被保险人应每半年申报增加或扩充的财产的价值，并按要求交付自附加保障开始起的适当的附加保险费。

所申报的金额将以批单的形式加入到相关项下的保险金额中，其后本条款的规定将完全恢复。

P-K-y-014 地震扩展条款 A

兹经双方同意，本保险单扩展承保地震导致的保险财产的损失。

P-K-y-015 地震扩展条款 B

兹经双方同意，鉴于被保险人已支付了约定的附加保险费，本保险单扩展承保地震导致的保险财产的损失及发生的费用。

P-K-y-016 额外费用条款

如果保险财产的任何部分遭受本公司应予负责的损失，本保险单项下的赔偿将扩展包括：

1. 快递或专递任何零部件所产生的必要费用；
2. 进行经认可的修理时，为加快修理所支付的必要的加班费用，包括周日、节假日及夜班的加班费。

但本公司的附加责任每次以损失金额的_____为限。

P-K-y-017 灭火费用条款

兹经双方同意，本保险扩展承保：

1. 参加救火的被保险人雇员，但不包括工厂消防队专职队员的工资。
2. 除非特别投保，补充消防器具及损毁材料（包括雇员的衣服及私人物品）的费用，以及重置或修理救火过程中使用的材料或设备的费用。
3. 所有其他有关救火或防止火势蔓延，或因火或其他承保风险受损或存在受损的威胁，而提供临时安全装置的费用。

但是，本公司对于上述工资及费用的责任限于，扑灭发生在本保险单项下保险财产所在地或其附近的，或即将危及保险财产的火灾过程中，必要和合理的支出。

P-K-y-018 承保全部盗窃条款

尽管有相反规定，依据保险单条款、除外责任、限制及条件的规定，如果场所内的财产或其任何部分由于非暴力进出场所的偷盗而失窃或受损，本公司将赔偿被保险人的此种损失。

但是本扩展条款对以下不予负责：

1. 每次损失的首_____；
2. 盘点时发现的任何消失或短缺。

P-K-y-019 建筑费用增加条款

兹经双方同意，本保险扩展承保根据现行建筑规范重建建筑物而增加的费用，上述费用超出实际建筑的重置费用以整个保险期间总保险金额的_____为限。

P-K-y-020 内陆运输扩展条款 A

兹经双方同意，本保险扩展包括，没有另外特别投保的保险财产在运离或运往明细表中列明的保险场所的过程中，因承保风险遭受的损失，每次事故的赔偿限额为_____。但本保险对于无人看管的车辆上的上述财产遭受的损毁不予负责。

P-K-y-021 内陆运输条款 B

兹经双方同意，本保险扩展承保没有特别投保的保险财产，在中国_____境内的运输过程中，因承保风险而遭受的损失，但本公司的责任不超过每次事故_____。

P-K-y-022 内陆运输扩展条款 C

兹经双方同意，本保险扩展承保_____境内任何地方直接和不间断陆运过程中的保险财产，自其离开工厂、仓库、货栈或其他起运点开始，持续承保其后直接和不间断的正常陆运过程中，处于被保险人所有或经营的交通工具中或其上的，或任何公共或契约承运人照管下的保险财产，至其运送至仓库、货栈或_____境内的其他目的地为止，并包括上述交通工具处于_____地域范围内的常规渡船运送的过程。

赔偿限额：每次运输及累计_____。

P-K-y-023 遗失钥匙条款

兹经双方同意，本保险扩展赔偿被保险人因所配钥匙不慎遗失而换锁的费用。

P-K-y-024 场所外财产条款

本保险扩展承保为了修理、检修或避免承保风险损害的威胁，从保险单列明场所移走的保险财产，但自移动之日起不得超过六十天，金额不得超过_____。

本条款不适用于为正常仓储或加工而移动的保险财产，也不适用于另外投保的财产。

P-K-y-025 专业费用条款

兹经双方同意，本公司负责赔偿被保险人因本公司保险单项下承保风险造成保险财产损失后，在重置过程中发生的必要的设计师、检验师及工程咨询人费用，但不包括被保险人为了准备索赔或估损所发生的任何费用。上述赔偿费用应以财产损失时适用的有关行业管理部门收费规定为准，但本公司在本扩展条款项下的赔偿责任不得超过保险金额的_____。

P-K-y-026 公共当局扩展条款 A

兹经双方同意，鉴于被保险人已支付了附加的保险费，本保险扩展承保被保险人在重建或修复受损财产时，由于必须执行公共当局的有关法律、法令、法规产生的额外费用，但以下列规定为条件：

一、被保险人在下列情况下执行上述法律、法令、法规产生的额外费用，本公司不负赔偿责任：

- （一）本条款生效之前发生的损失；
- （二）本保险责任范围以外的损失；
- （三）发生损失前被保险人已接到有关当局关于拆除、重建的通知；
- （四）未受损财产（但不包括被保险的地基）的修复、拆除、重建；

二、被保险人的重建、修复工作必须立即实施，并在损失发生之日起十二个月（或经本公司书面同意延长的期限）内完工；若根据有关法律、法令、法规及其附则，该受损财产必须在其他地点重建、修复时，本公司亦可赔偿，但本公司的赔偿责任不得因此增加。

三、若在本保险单下保险财产受损，但因保险单规定而使赔偿责任减少时，则本扩展条款责任也相应减少。

四、本公司对任何一项受损财产的赔偿金额不得超过该项目在保险单明细表中列明的保险金额。

P-K-y-027 公共当局扩展条款 B

本保险单项下保险项目第_____项扩展包括被保险人在重置损毁的保险财产时，由于必须执行公共当局的法律、法令、法规或条例，遵守建筑或其他规定而产生的额外费用，但是：

一、本扩展条款项下的赔偿不包括：

（一）在下列情况下，执行上述规定或条例而产生的费用：

1. 损失发生在本扩展生效之前；
 2. 损失不在本保险责任范围内；
 3. 损失发生前，被保险人已接到有关通知；
 4. 未受损部分财产，但不包括受损财产的地基（除非地基已在本保险单中特别除外）；
- （二）如果无需执行上述规定或条例，恢复受损财产以达到其新的状态应产生的额外费用；

（三）执行上述规定或条例导致资产增值而产生的税费或评估费用。

二、重置工作必须尽快着手进行，并在损失发生之后十二个月，或本公司（在上述十二个月内）书面同意延长的时间内完工，（如果上述规定或条例要求）并可全部或部分移到另一地点进行，但本公司在本扩展项下的责任不得因此增加。

三、如果本保险单保险项目第_____项在本扩展以外的责任，因适用保险单任何条款或规定而减少，则公司在本扩展项下（对于上述项目）的责任也按相同比例减少。

四、本保险单保险项目第_____项下的总赔偿金额不得超过其保险金额。

五、除在此作出明确变更的以外，本保险单的其他条款和条件均适用。

P-K-y-028 清理残骸条款

兹经双方同意，本公司负责赔偿被保险人因本保险单项下承保的风险造成被保险财产损失而发生的清除、拆除或支撑受损财产的费用，但是总赔偿金额不得超过本保险单明细表列明的保险金额的_____。

P-K-y-029 烟熏损坏条款

兹经双方同意，本保险扩展包括烟熏造成的被保险财产的损失。“烟熏”仅指位于保险单列明地点且由烟管或通风道与烟囱相连的供暖或烹调用具，突然、不寻常和错误的运转导致的烟熏，但是来自火炉或工业设施的烟熏除外。

P-K-y-030 罢工、暴动、民众骚乱及恶意破坏条款 A

兹经双方同意，鉴于被保险人已支付了附加的保险费，本保险扩展承保本保险单明细表中列明的保险财产在列明地点范围内由于罢工、暴动或民众骚乱造成的损失，包括在此期间罢工人员在本保险单列明地点范围内的行为造成的损失，以及罢工、暴动或民众骚乱期间，因发生抢劫造成保险财产的损失。但本扩展条款对由于政府或公共当局的命令、没收、征用或拆毁造成的损失以及因罢工人员或任何人故意纵火造成的损失不负责赔偿。

P-K-y-031 罢工、暴动、民众骚乱及恶意破坏条款 B

根据本保险单条款、条件的规定，本保险扩展承保以下定义的罢工、暴动、民众骚乱及恶意破坏造成的保险单列明的保险财产的损失。

本扩展条款中：

一、“罢工、暴动、民众骚乱损失”指下列原因直接引起的保险财产的损失：

- （一）任何人与其他人参与罢工、暴动或民众骚乱的行为；或
- （二）任何罢工工人或不准进入工作场所的工人为进一步罢工或抵制闭厂的行为，或参与工潮的人的行为，无论此行为是否发生在罢工、暴动或民众骚乱过程中；或
- （三）任何合法当局为镇压已发生的罢工或减少其后果损失的行为，或为防止上述（二）中所指行为的发生或减少其后果损失的行为。

但是，上述（二）中所指行为造成的损失（除非此行为发生在罢工、暴动或民众骚乱过程中）不包括任何原因所致的火灾损失，及其参与者在偷窃过程中引致的损失。

二、“恶意破坏损失”指任何人的恶意破坏行为直接引起的保险财产的损失。

除外责任

尽管存在相反规定，本扩展条款不负责：

- （一）工程或商业、工业进程或运行的全部或部分停止、中断或迟滞造成的损失；
- （二）没收、征用、征收、合法或非法占用财产或存放财产的场所、车辆以及其他造成的财产或其部分（无论暂时或永久的）损失；
- （三）丧失收入、延误损失、丧失市场或任何形式的后果或间接损失；
- （四）构成、组成、形成或直接或间接产生于或有关于战争、入侵、外敌行动、敌对或类似战争行为（不论宣战与否）、内战、叛乱、革命、起义、军事行动或篡权行为的事件，在其过程中引致的损失；
- （五）核燃料或其燃烧产生的核废物造成的离子辐射或放射性污染直接或间接引致的损失。

条件

一、本扩展不负责在损失发生时已由，或如无本扩展条款应由其他已经存在的保险单承保的损失，除非属于损失中超过了如无本扩展条款时，应在其他保险单项下获得赔偿的那一部分。

二、任何保险项目如已因本保险单项下火灾或其他承保风险适用比例分摊条件，则在本扩展项下应同样适用比例分摊条件。

三、被保险人应按照本公司的要求并由本公司支付费用，采取一切必要措施保护本公司的利益。

P-K-y-032 临时保护措施条款

如果保险财产的任何部分遭受承保范围内的损失，本保险单项下的赔偿扩展包括为进行合理的临时或永久性的修理而产生的必要费用，但仅限于为防止财产遭受进一步损失所进行的修理，且被保险人应保持上述修理支出的详细记录。

P-K-y-033 临时移动条款 A

兹经双方同意，鉴于已支付了附加的保险费，本保险扩展承保被保险财产为清洁、维修、修理或其他类似目的而临时移动时，从本保险单明细表中列明的场所至中华人民共和国_____境内的任何地方由陆路、水路、铁路和航空往返运输途中因承保的风险所导致的物质损失。

本扩展条款受下列条件限制：

一、被移动保险财产的赔偿金额不得超过该项财产在本保险单明细表中列明的保险金额，也不得超过本保险单项下总保险金额减去所承保的建筑物和仓储物品保险金额的百分之十；

二、如另有其他保险存在，则本扩展条款不适用；

三、本扩展条款不适用于本保险单项下承保的各类仓储物品或商品，上述物品若因移动而遭受损失，本公司不负责赔偿；

四、本扩展条款不适用于下列财产：

（一）领取交通执照的机动车辆和汽车底盘；

（二）他人委托被保险人管理的财产，机器设备除外。

P-K-y-034 临时移动条款 B

兹经双方同意，本保险扩展承保保险财产（各类存货及商品除外）为清洁、维修、修理或其他类似目的而临时移动至本保险单明细表中列明场所的其他地点，或至中国_____境内的任何其他场所，及其陆路、铁路往返运输途中因承保风险导致的损失。

但是，

（一）本扩展项下保险单每一项目的赔偿金额不得超过如损失发生于财产所从临时移走的场所那一地点时应赔偿的金额，并在损失发生于上述场所以外时，不得超过扣除了所承保的建筑物（不包括装置及设施）、存货和商品价值以后的保险金额的_____。

（二）本扩展不适用于另外投保的财产；

（三）如果损失发生于财产所从临时移走的场所以外，本扩展不适用于：

领取交通执照的机动车辆和汽车底盘；

2. 他人委托被保险人管理的财产（机器和设备除外）。

P-K-y-0235 运输条款

兹经双方同意，鉴于被保险人已经支付了约定的附加保险费，本保险扩展承保在本保险单明细表列明的地域范围内，保险财产于运输中或临时储存期间遭受的损失。

P-K-y-036 贵重文件条款

本保险扩展承保存放在放置于保险单列明场所的金属文件柜中的贵重文件及档案的损失，但每次事故及累计限额为_____。

P-K-y-037 放弃代位追偿权利条款

尽管存在本保险单规定，兹经双方同意，按照保险人的要求并由其支付费用，本保险单项下的索赔人应采取或同意或允许采取保险人认为必要和合理的一切措施，以便保险人行使任何权利，或从其他方取得在其对本保险单项下的损失进行赔付或修理后将被赋予或转让的补偿，无论上述措施是否为本公司在赔偿前或赔偿后所认为必要或要求。保险人在此同意放弃向被保险人的联营公司或分公司，或其任何子公司、控股公司，或任何有关方面、职员或个人进行追偿的权利。

P-K-y-038 任何水浸损坏条款

尽管保险单有相反规定，兹经双方同意，本保险扩展承保任何原因所致的水浸损坏。

P-K-y-039 放弃评估条款

如果被保险人不动产遭受损失，总索赔金额不超过_____，不要求就未受损财产提供特别清单或进行评估。但是，本条款的规定不能解释为放弃对此保险项目适用有关不足额投保条件。

P-K-y-040 滑动升值条款 A

鉴于被保险人已经支付了相当于以下指定比率乘以指定保险项目年保险费所得金额的一半的附加保险费，在本保险期间，上述每一保险项目的保险金额将按照保险期间已开始天数占整个保险期间天数比例的那一部分指定比率递增。

保险项目号	增长比率
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除非另有相反约定，本条款的规定只适用于每一保险期限开始时生效的保险金额。

在每一保险续转日，被保险人应通知本公司：

1. 下一保险期间开始时要投保的金额；及
2. 下一保险期间需要的指定增长率，

否则，本条款的规定将不再适用。

如果本保险期间不足或超过十二个月，滑动升值率为指定增长率的 $1/365$ 乘以天数。

P-K-y-041 滑动升值条款 B

鉴于被保险人已经支付了附加保险费，在本保险期间，保险金额将按照指定的年增长率每日递增 $1/365$ 。

计算如下：

每日增长金额 = 保险金额 × 增长比率 × $1/365$

保险金额：_____

约定增长比率：_____

除非另有相反约定，本条款的规定只适用于每一保险期限开始时生效的保险金额。

在每一保险续转日，被保险人应通知本公司：

1. 下一保险期间开始时要投保的金额；及
2. 下一保险期间需要的指定增长率。

P-K-y-042 碰撞条款

兹经双方同意，鉴于被保险人已经支付了约定的附加保险费，本保险扩展承保非被保险人或其雇员所有或控制的车辆、牲畜碰撞被保险建筑物，或围绕或附属于此场所的围墙、门、围栏等直接导致的损失。

P-K-y-043 自燃条款

兹经双方同意，尽管本保险单有相反规定，本保险扩展承保煤、焦炭、木块自燃而导致的损失。

P-K-y-044 公共设施供应中断扩展条款

兹经双方同意，本保险扩展承保由于保险事故所引起公共供电、供水、供气及其他公共能源中断所导致的保险标的的损失。

本保险单所载其他条件不变。

2. 限制类 (P-X-y)

P-X-y-008 地崩及地陷条款

兹经双方同意，如果保险期间发生地崩或场所地陷直接导致保险财产损失，本保险不负赔偿责任：

一、下列意外事故直接或间接引致的损失：

(一) 岸坡侵蚀；

(二) 隆起；

(三) 工程完工五年内结构下沉或地基陷落；

二、地陷或地崩导致的通路、车道、围栏、门、边界及保留墙的损失；

三、除非特别投保，清除地陷或地崩残骸的费用，或地陷或地崩后修复场所的费用，除非该费用为修理保险财产所必需；

四、设计错误、工艺不善或原材料缺陷直接导致的损失；

五、适用比例赔偿条件之后的，每次损失的首_____或_____，以高者为准。

应保证：

一、被保险人保持保险财产处于良好的维护之中，并克尽职责防止承保风险引起损失；

二、被保险人在下列情况下立即通知本公司：

(一) 在保险财产的下方、周围或附近开始任何挖掘作业；

在此情况下，本公司有权变更或注销本保险单项下提供的保障。

(二) 任何承保风险的作用影响场所的任何部分（不论是否涉及保险财产）或其周围环境。

3. 规范类 (P-G-y)

P-G-y-004 所有其他物品条款

兹经双方同意，在明细表保险项目第_____项的保险金额限度内，“所有其他物品”指：

被保险人所有或受托保管或负有责任的：

1. 文件、手稿、业务帐册，但仅限于作为文具的材料价值，以及书写的人工费用，不包括其内含信息对于被保险人的价值；和

2. 式样、模型、模子、图样和设计图；以及没有另外投保的；

3. 外籍雇员的脚踏车、衣服、工具及其他私人物品。

本扩展条款项下的赔偿金额在每一保险年度内累计不得超过_____，无免赔额。

P-G-y-005 分摊减免条款（百分之二十）

如果在重置之时，设若保险财产全损，在火灾发生或本保险单项下其他承保风险造成财产损毁开始之时应予发生的首置费用，超出保险金额达百分之二十以上，被保险人将被视为超出部分的自保人，并将相应地按比例承担损失。保险单中与本附加条款有关的每一项目应分别适用前述规定。

P-G-y-006 商标及标签条款

如果本保险单承保的贴有商标或标签的商品受损，并且本公司选择以协商或估定价全部或部分接收上述商品，被保险人在不造成商品物质损失的前提下，可以自付费用在商品或其容器上加盖“残品”字样，或去除商标或标签，在此种情况下，被保险人应按照法律的要求重新在商品或容器上粘贴标签。

P-G-y-007 共保条款 A（百分之八十）

尽管有相反规定，被保险人在本保险单项下所申报的保险金额，代表在此描述的财产总价值的百分之八十，保费也据此计算。双方同意，如果在损失发生时，保险金额不足保险财产总价值的百分之八十，被保险人将作为共同保险人，以使保险金额达到此数，并据此对可能发生的损失承担其比例。本保险单项下如有一个以上的保险项目，每一项目都将独立地适用此条款。

P-G-y-008 共保条款 B（百分之八十五）

尽管有相反规定，兹经双方同意，如果在损失发生时，保险金额不足非存货保险项目重置价值的百分之八十五和存货赔偿价值的百分之八十五，被保险人将被视为差额部分的自保人，并将相应地按比例承担损失。本保险单项下如有一个以上的保险项目，每一项目应分别适用此规定。

P-G-y-009 合同价格定价条款

如果保险财产已经售出但未交付而由被保险人负责，并且在销售条件下，对于上述因火或其他承保风险而损毁的财产，因未交付导致合同被注销，本公司对于上述财产的赔偿责任以合同价为基础。

P-G-y-010 指定受益人条款

为了在必要时判明保险财产的所属，本公司同意接受被保险人的账簿登记中对这些财产的指定。

P-G-y-011 不受控制条款 A

本保险不因保险场所的任何部分不受被保险人控制，导致被保险人未能遵守附于本保险单的申请书或批单中载明的任何保证或条件，而受到影响。

P-G-y-012 不受控制条款 B

被保险人不知情及未经其同意的对本保险单保证的违反不影响本保险单的效力，但被保险人应克尽职责遵守上述保证。

P-G-y-013 不受控制条款 C

本保险单不因被保险人不知情或不受其控制的，场所占用或使用者的任何行为或遗漏而受到影响，但被保险人一旦知道应立即通知本公司并支付附加保险费。

P-G-y-014 非占用者业主条款

兹经双方同意，本保险不因保险财产发生被保险人不知情的占用变化或风险增加而失效，但被保险人一经知道，应立即通知本公司，并支付可能要求的自风险增加之日起的附加保险费。

P-G-y-015 不使失效条款

本保险单不因下列原因失效：

1. 被保险人不知情的保险财产的占用变化或风险增加，但被保险人一经知道应立即通知保险人，并支付可能要求的自风险增加之日起的附加保险费。
2. 工人出于修理、微小变动或一般维修等类似目的在保险单列明场所作业。

P-G-y-016 重置价值条款 A

兹经双方同意，以下列特别条件为准，本保险单项下明细表中列明的财产（不包括仓储物品），如发生本保险责任范围内的损失，其赔偿金额应按受损保险财产的重置价值计算。

重置价值是指：

一、重建或替换受损财产；

但本保险的赔偿责任不能因下列原因而增加：

- （一）被保险人要求按自己的方式进行重建或替换受损财产；
- （二）被保险人在其他地点进行重建或替换受损财产。

二、修理或修复受损财产；

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。

特别条件：

一、被保险财产若发生部分损失，需进行修理或修复的费用不能超过该财产全部损失应赔偿的金额。

二、若受损财产重新修复或重建所产生的重置费用高于该财产发生损失时的保险金额，本保险的赔偿按该保险金额与受损财产重置价的比例确定，计算方式如下：

$$\frac{\text{受损财产保险金额}}{\text{受损财产重置价值}} \times \text{损失金额} - \text{免赔金额} = \text{赔偿金额}$$

三、若遇下列情况，本公司的赔偿将按受损保险财产的市价计算：

- （一）被保险人没有合理的原因和理由推迟、延误重建或修复工作；
- （二）被保险人没有对受损财产进行重建、替换或修复；
- （三）发生损失时保险财产由其他有效保险单承保，但该保险单没有按与本条款一致的重置价值承保。

P-G-y-017 重置价值条款 B

兹经双方同意，本保险单明细表保险项目第_____项的保险财产因承保范围内的风险遭受损失，其赔偿金额应按受损保险财产的重置价值计算。

但以下列规定为条件：

一、在本条款中，“重置”指下列工作的进行，即：

- （一）财产全部损失时，如财产为建筑物则为其重建，如属其他财产则为类似财产的替换，在任何情况下应达到等同但不超出其崭新时的状态。

（二）财产部分损失时，为损失的修理和财产受损部分的修复，应达到基本相同但不超出其崭新时的状态。

二、重置工作（可在另一地点或以满足被保险人要求的任何方式进行，但本公司的责任不得因此而增加）必须尽快着手进行，否则赔偿金额不超过没有附加本条款时，在本保险单项下应赔偿的金额。

三、以重置价值为基础投保的财产仅发生部分损失时，本公司的责任不超过这部分财产全部损失时，本公司应赔偿的金额。

四、除非重置费用已实际发生，否则赔偿金额不超过没有附加本条款时，在本保险单项下应赔偿的金额。

五、以重置价值为基础投保的各项财产的保险金额都适用以下的比例分摊条件，即：

如果在重置之时，设若相关保险金额对应的财产全损，在火灾发生或本保险单项下其他承保风险造成财产损毁开始之时应予发生的重置费用，超出该保险金额时，被保险人将被视为超出部分的自保人，并将相应地按比例承担损失。

六、保险财产发生损毁时，如果有其他由被保险人或以其名义订立的保险单承保这些财产，且该保险单未建立在一致的重置价值基础上，赔偿金额不超过没有附加本条款时，在本保险单项下应赔偿的金额。

七、如果由于上述特别条件的规定，赔偿金额不超过没有附加本条款时在本保险单项下应赔偿的金额，本公司及被保险人对于损毁财产的权利与责任应以本保险单其他条款和条件，包括比例分摊条件为准，如同没有附加本条款一样。

P-G-y-018 仓储财产申报条款 A

兹经双方同意，被保险人已支付的本保险单明细表中列明的仓储财产的保险费为预付保险费，本公司将根据本条款有关规定进行调整。

1. 被保险人应在每季度结束后三十天内向本公司申报该季度最后一天的库存价值，若被保险人没有按期申报，本保险单明细表中列明的保险金额将视作仓储财产的申报金额。

2. 发生损失时，若被保险仓储财产的库存价值超过保险金额，本公司按下列方式计算赔偿：

$$\frac{\text{保险金额}}{\text{实际仓储财产价值}} \times \text{损失} - \text{免赔额} = \text{赔偿金额}$$

3. 本保险项下的预付保险费在本保险单生效时按保险金额的 75% 计收，本保险单终止时，保险费将根据申报库存价值的平均数作调整，多退少补，但退还的保险费不得超过预付保险费的 50%。

4. 发生损失后，保险金额将自动恢复，但被保险人应按日比例支付损失发生之日起至保险终止时的附加保险费。

P-G-y-019 库存申报条款 B（百分之七十五）

鉴于本保险单（保险项目第_____）项下的保险费为按照保险金额的百分之七十五计算的预付保险费，被保险人应在每月结束后向_____天内向本公司书面申报该月最后一天的库存价值。

如果本保险单（上述保险项目）项下列明的财产同时由其他保险单承保，申报价值为财产总价值中，本保险单中上述财产的保险金额占有所有保险单中上述财产总保险金额的那一部分。

申报价值为每月最后一天的库存金额。

每一保险期间终止后，（上述保险项目的）实际保险费按商定年费率乘以平均申报金额，即：总申报金额除以申报次数所得金额计算。如果实际保险费高于预付保险费，被保险人应补足差额；如果低于，差额将退还给被保险人，但退还的金额不得超过预付保险费的百分之五十。

为使保险金额不因损失而减少，被保险人应支付自损失之日起至保险期间终止之日止的损失金额部分的适当的附加保险费。

应保证上述财产的每一保险与本保险保持一致措辞。

P-G-y-020 代位追偿费用条款

代位追偿费用应按照最终确定的各自所获追偿的比例在各有关利益方之间分摊。如果未获追偿，且追偿工作由保险人独自进行，则有关费用由保险人负担。

P-G-y-021 时间调整条款

如果保险财产因台风、暴风雨、风暴、洪水或地震遭受损失，对于没有上述风险的七十二小时之后发生的损失，有关免赔额将重新适用。

P-G-y-022 装修工人条款

兹经双方同意，本保险不因工人出于修理、微小变动或一般维修等类似目的在保险单列明场所作业而失效。