一、商品 名稱與核准、核備或備查日期及文號：

編號	商品名稱	核准、核備或備查日期	核准、核備或備查文號
(一)	明台產物商業火災保險	91.06.21	(91)產火字第 040 號函（公會版）
		96.08.23	明精字第 960520 號備查
		97.06.04	明總字第 970344 號函備查
		97.07.24	明銷管字第 970486 號函備查
		98.03.31	明銷管字第 980201 號函備查
		98.06.30	明銷管字第 980555 號函備查
		98.10.12	明銷管字第 980824 號函備查
		99.09.01	明商企字第 990627 號函備查
		100.07.01	明商企字第 1000354 號備查
		100.12.02	明商企字第 1000850 號函備查
		101.07.31	明商企字第 1010568 號函備查
		103.01.06	明商企字第 1030002 號函備查
		103.10.31	明商企字第 1030972 號函備查
		104.06.15	明商企字第 1040560 號函備查
		104.10.01	依金融監督管理委員會 104 年 7 月 2 日金管保產字第 10402523520 號函修正
		106.06.01	明商企字第 1060000537 號函備查
		107.01.01	

		107.07.01	明商企字第 1070000012 號函備查
		107.08.01	明商企字第 1070000744 號函備查
		110.12.30	明商企字第 1070000930 號函備查
		114.12.31	明精字第 1100001453 號函備查 明精字第 1140001635 號函備查
(二)	明台產物商業火災綜合保險	92.01.07	(92)產火字第 002 號函（公會版）
		96.08.23	明精字第 960519 號備查
		97.06.04	明總字第 970344 號函備查
		97.07.24	明銷管字第 970486 號函備查
		98.03.31	明銷管字第 980202 號函備查
		98.06.30	明銷管字第 980556 號函備查
		98.10.12	明銷管字第 980825 號函備查
		99.06.30	明商企字第 990480 號函備查
		99.09.01	明商企字第 990628 號函備查
		100.07.01	明商企字第 1000355 號備查
		100.10.01	明商企字第 1000721 號備查
		100.12.02	明商企字第 1000851 號函備查
		101.07.31	明商企字第 1010569 號函備查
		101.10.01	明商企字第 1010693 號函備查
		102.09.30	明商企字第 1020665 號函備查

		103.01.06	明商企字第 1030003 號函備查
		103.10.31	明商企字第 1030973 號函備查
		104.06.15	明商企字第 1040561 號函備查
		104.10.01	依金融監督管理委員會 104 年 7 月 2 日金管保產字第 10402523520 號函修正
		106.06.01	明商企字第 1060000538 號函備查
		107.01.01	明商企字第 1070000025 號函備查
		107.07.01	明商企字第 1070000745 號函備查
		107.08.01	明商企字第 1070000931 號函備查
		110.12.30	明精字第 1100001452 號函備查
		114.12.31	明精字第 1140001636 號函備查
(三)	明台產物商店綜合保險	96.08.31	明精字第 960521 號備查
		97.06.04	明總字第 970344 號函備查
		97.07.24	明銷管字第 970486 號函備查
		98.08.14	明銷管字第 980706 號函備查
(四)	明台產物店舖綜合保險	96.05.14	明精字第 960166 號備查
		97.06.04	明總字第 970344 號函備查
		97.07.24	明銷管字第 970486 號函備查
		98.03.31	明銷管字第 980203 號函備查
		98.10.12	明銷管字第 980823 號函備查
		100.07.01	商企字第 1000405 號備查
		100.12.02	明商企字第 1000852 號函備查

		101.07.31 101.10.01 102.09.30 103.10.31 104.04.20 105.12.30	明商企字第 1010570 號函備查 明商企字第 1010694 號函備查 明商企字第 1020666 號函備查 明商企字第 1030974 號函備查 依 104.02.04 總統華總一義字第 10400014291 號令修正 明商企字第 1050001441 號函(停售)
(五)	明台產物爆炸保險附加條款	91.06.21 97.06.04 97.07.24 98.03.31 98.06.30 99.06.30 100.07.01 101.10.01 103.01.06 104.06.15 106.06.01 107.01.01 107.07.01	(91)產火字第 040 號函（公會版） 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明銷管字第 980204 號函備查 明銷管字第 980570 號函備查 明商企字第 990467 號函備查 明商企字第 1000406 號備查 明商企字第 1010695 號函備查 明商企字第 1030015 號函備查 明商企字第 1040562 號函備查 明商企字第 1060000539 號函備查 明商企字第 1070000014 號函備查 明商企字第 1070000748 號函備查
(六)	明台產物地震保險附加條款	91.06.21 97.06.04	(91)產火字第 040 號函（公會版）

		97.07.24 98.03.31 98.06.30 100.07.01 100.09.30 103.01.06 104.06.15 107.01.01 107.07.01	明總字第 970344 號函備查 明銷管字第 970486 號函備查 明銷管字第 980205 號函備查 明銷管字第 980559 號函備查 明商企字第 1000407 號備查 明商企字第 1000722 號備查 明商企字第 1030005 號函備查 明商企字第 1040563 號函備查 明商企字第 1070000024 號函備查 明商企字第 1070000750 號函備查
(七)	明台產物颱風及洪水保險附加條款	96.07.18 97.06.04 97.07.24 98.03.31 98.06.30 100.07.01 100.09.30 103.01.06 104.06.15 107.07.01	(96)產火字第 017 號函（公會版） 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明銷管字第 980206 號函備查 明銷管字第 980566 號函備查 明商企字第 1000408 號備查 明商企字第 1000723 號備查 明商企字第 1030011 號函備查 明商企字第 1040564 號函備查 明商企字第 1070000749 號函備查
(八)	明台產物航空器墜落、機動車輛碰撞保險附加條款	91.06.21	(91)產火字第 040 號函（公會版）

		97.06.04	明總字第 970344 號函備查
		97.07.24	明銷管字第 970486 號函備查
		98.03.31	明銷管字第 980207 號函備查
		98.06.30	明銷管字第 980563 號函備查
		99.06.30	明商企字第 990470 號函備查
		100.07.01	明商企字第 1000409 號備查
		102.09.30	明商企字第 1020667 號函備查
		103.01.06	明商企字第 1030008 號函備查
		104.06.15	明商企字第 1040565 號函備查
		107.01.01	明商企字第 1070000021 號函備查
		107.07.01	明商企字第 1070000751 號函備查
(九)	明台產物罷工暴動、民眾騷擾、惡意破壞行為保險附加條款	91.06.21	(91)產火字第 040 號函（公會版）
		97.06.04	明總字第 970344 號函備查
		97.07.24	明銷管字第 970486 號函備查
		98.03.31	明銷管字第 980208 號函備查
		98.06.30	明銷管字第 980567 號函備查
		99.06.30	明商企字第 990471 號函備查
		100.07.01	明商企字第 1000410 號備查
		102.09.30	明商企字第 1020668 號函備查
		103.01.06	明商企字第 1030012 號函備查
		104.06.15	明商企字第 1040566 號函備查
		107.01.01	

		107.07.01	明商企字第 1070000022 號函備查 明商企字第 1070000752 號函備查
(十)	明台產物第三人意外責任保險附加條款	91.06.21 97.06.04 97.07.24 98.03.31 98.06.30 103.01.06 104.06.15 106.06.01 107.01.01 107.07.01	(91)產火字第 040 號函（公會版） 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明銷管字第 980215 號函備查 明銷管字第 980564 號函備查 明商企字第 1030009 號函備查 明商企字第 1040567 號函備查 明商企字第 1060000542 號函備查 明商企字第 1070000019 號函備查 明商企字第 1070000757 號函備查
(十一)	明台產物租金損失保險附加條款	91.06.21 97.06.04 97.07.24 98.03.31 98.06.30 103.01.06 104.06.15 107.01.01 107.07.01	(91)產火字第 040 號函（公會版） 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明銷管字第 980216 號函備查 明銷管字第 980562 號函備查 明商企字第 1030007 號函備查 明商企字第 1040568 號函備查 明商企字第 1070000023 號函備查 明商企字第 1070000756 號函備查

(十二)	明台產物自動消防滲漏裝置保險附加條款	91.06.21 97.06.04 97.07.24 98.03.31 98.06.30 99.06.30 100.07.01 102.09.30 103.01.06 104.06.15 106.06.01 107.01.01 107.07.01	(91)產火字第 040 號函（公會版） 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明銷管字第 980210 號函備查 明銷管字第 980560 號函備查 明商企字第 990473 號函備查 明商企字第 1000411 號備查 明商企字第 1020669 號函備查 明商企字第 1030006 號函備查 明商企字第 1040569 號函備查 明商企字第 1060000544 號函備查 明商企字第 1070000016 號函備查 明商企字第 1070000753 號函備查
(十三)	明台產物煙燻保險附加條款	91.06.21 97.06.04 97.07.24 98.03.31 98.06.30 99.06.30 100.07.01 103.01.06	(91)產火字第 040 號函（公會版） 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明銷管字第 980211 號函備查 明銷管字第 980565 號函備查 明商企字第 990474 號函備查 明商企字第 1000412 號備查 明商企字第 1030010 號函備查

		104.06.15 107.01.01 107.07.01	明商企字第 1040570 號函備查 明商企字第 1070000020 號函備查 明商企字第 1070000746 號函備查
(十四)	明台產物水漬保險附加條款	91.06.21 97.06.04 97.07.24 98.03.31 98.06.30 99.06.30 100.07.01 103.01.06 104.06.15 106.06.01 107.01.01 107.07.01	(91)產火字第 040 號函（公會版） 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明銷管字第 980212 號函備查 明銷管字第 980557 號函備查 明商企字第 990475 號函備查 明商企字第 1000413 號備查 明商企字第 1030004 號函備查 明商企字第 1040571 號函備查 明商企字第 1060000546 號函備查 明商企字第 1070000013 號函備查 明商企字第 1070000747 號函備查
(十五)	明台產物竊盜保險附加條款	91.06.21 97.06.04 97.07.24 98.03.31 98.06.19 98.06.30	(91)產火字第 040 號函（公會版） 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明銷管字第 980213 號函備查 明銷管字第 980506 號函備查 明銷管字第 980571 號函備查

		99.06.30	明商企字第 990476 號函備查
		101.10.01	明商企字第 1010696 號函備查
		103.01.06	明商企字第 1030016 號函備查
		104.06.15	明商企字第 1040572 號函備查
		106.06.01	明商企字第 1060000547 號函備查
		107.01.01	明商企字第 1070000015 號函備查
		107.07.01	明商企字第 1070000760 號函備查
(十六)	明台產物營業中斷保險附加條款（製造業適用）	91.06.21	(91)產火字第 040 號函（公會版）
		97.06.04	明總字第 970344 號函備查
		97.07.24	明銷管字第 970486 號函備查
		98.03.31	明銷管字第 980217 號函備查
		98.06.30	明銷管字第 980569 號函備查
		103.01.06	明商企字第 1030014 號函備查
		104.06.15	明商企字第 1040573 號函備查
		107.01.01	明商企字第 1070000026 號函備查
		107.07.01	明商企字第 1070000758 號函備查
(十七)	明台產物營業中斷保險附加條款（非製造業適用）	91.06.21	(91)產火字第 040 號函（公會版）
		97.06.04	明總字第 970344 號函備查
		97.07.24	明銷管字第 970486 號函備查
		98.03.31	明銷管字第 980218 號函備查
		98.06.30	明銷管字第 980568 號函備查

		99.06.30 103.01.06 104.06.15 107.01.01 107.07.01	明商企字第 990479 號函備查 明商企字第 1030013 號函備查 明商企字第 1040574 號函備查 明商企字第 1070000027 號函備查 明商企字第 1070000759 號函備查
(十八)	明台產物店舖綜合保險颱風洪水險除外不保附加條款	95.12.22 97.06.04 97.07.24 105.05.31	明精字第 950585 號備查 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明商企字第 1050000636 號函(停售)
(十九)	明台產物店舖綜合保險地震險除外不保附加條款	95.12.22 97.06.04 97.07.24 105.05.31	明精字第 950586 號備查 明總字第 970344 號函備查 明銷管字第 970486 號函備查 明商企字第 1050000636 號函(停售)
(二十)	明台產物指定公證人附加條款（商業火災保險適用）	97.10.15	明銷管字第 970644 號函備查
（二十一）	明台產物電腦系統年序轉換除外不保附加條款（商業火災保險適用）	97.10.15 97.12.17	明銷管字第 970645 號函備查 台財保字第 871886806 號(備查) 金管保三字第 09702551840 號(核准)
（二十二）	明台產物電腦病毒駭客風險除外附加條款（商業火災保險適用）	97.10.15 97.12.17	明銷管字第 970646 號函備查 三井北字第 96000149 號(備查) 金管保三字第 09702551840 號(核准)
（二十三）	明台產物店舖綜合保險-萬市如意（台新保代專案）	97.10.01 98.11.01	明銷管字第 970601 號函備查 明銷管字第 980827 號函備查

（二十四）	明台產物 SB001 重置成本附加條款	98.03.31	明銷管字第 980238 號函備查
（二十五）	明台產物 SB00280 %共保附加條款	98.03.31	明銷管字第 980239 號函備查
（二十六）	明台產物 SB003 實損實賠保險附加條款	98.03.31	明銷管字第 980240 號函備查
（二十七）	明台產物 SB004 保險金額自動增加附加條款	98.03.31	明銷管字第 980241 號函備查
（二十八）	明台產物 SB005 保險金額自動恢復附加條款	97.07.24	明銷管字第 970486 號函備查
（二十九）	明台產物 SB006 專業費用附加條款	98.03.31	明銷管字第 980242 號函備查
（三十）	明台產物 SB007 殘餘物清除費用附加條款	98.03.31	明銷管字第 980243 號函備查
（三十一）	明台產物 SB008 暫時外移附加條款	97.07.24	明銷管字第 970486 號函備查
（三十二）	明台產物 SB009 預付賠款附加條款	97.07.24	明銷管字第 970486 號函備查
（三十三）	明台產物 SB010 建築物外部設備附加條款	97.07.24	明銷管字第 970486 號函備查
（三十四）	明台產物 SB011 擴大承保處所附加條款	97.07.24	明銷管字第 970486 號函備查
（三十五）	明台產物 SB012 內部遷移附加條款	98.03.31	明銷管字第 980244 號函備查
（三十六）	明台產物 SB013 改建與修復附加條款	98.03.31	明銷管字第 980245 號函備查
（三十七）	明台產物 SB014 拋棄代位求償附加條款	97.07.24	明銷管字第 970486 號函備查
（三十八）	明台產物 SB015 車輛裝載物附加條款	97.07.24	明銷管字第 970486 號函備查
（三十九）	明台產物 SB016 理賠準備費用附加條款	98.03.31	明銷管字第 980246 號函備查
（四十）	明台產物 SB017 建築物拆除及建築費用增加附加條款	98.03.31	明銷管字第 980247 號函備查
（四十一）	明台產物 SB018 趕工費用附加條款	98.03.31	明銷管字第 980248 號函備查
（四十二）	明台產物 SB019 額外費用附加條款	98.03.31	明銷管字第 980249 號函備查

（四十三）	明台產物 SB020 消防費用附加條款	97.07.24	明銷管字第 970486 號函備查
（四十四）	明台產物 SB021 鎖鑰費用附加條款	98.03.31	明銷管字第 980250 號函備查
（四十五）	明台產物 SB022 其他動產附加條款	98.03.31	明銷管字第 980251 號函備查
（四十六）	明台產物 SB023 小額賠款附加條款	97.07.24	明銷管字第 970486 號函備查
（四十七）	明台產物 SB024 比例分攤附加條款	98.03.31	明銷管字第 980252 號函備查
（四十八）	明台產物 SB025 商標附加條款（適用於高級名牌或商標之貨物）	97.07.24	明銷管字第 970486 號函備查
（四十九）	明台產物 SB026 商標附加條款（適用於一般貨物）	97.07.24	明銷管字第 970486 號函備查
（五十）	明台產物 SB027 被保險人照顧、監管及控制標的物範圍附加條款	98.03.31	明銷管字第 980253 號函備查
（五十一）	明台產物 SB028 溫度控制系統損壞附加條款	98.03.31	明銷管字第 980254 號函備查
（五十二）	明台產物 SB029 契約承購者附加條款	97.07.24	明銷管字第 970486 號函備查
（五十三）	明台產物 SB030 電腦系統當機、故障或操作失當附加條款	98.03.31	明銷管字第 980255 號函備查
（五十四）	明台產物 SB031 地震、颱風及洪水-單獨損失附加條款	97.07.24	明銷管字第 970486 號函備查
（五十五）	明台產物 SB032 電器設備損壞附加條款	98.03.31	明銷管字第 980256 號函備查
（五十六）	明台產物 SB033 被保險人員工所有動產附加條款	98.03.31	明銷管字第 980257 號函備查
（五十七）	明台產物 SB034 改建修復責任附加條款	98.03.31	明銷管字第 980258 號函備查
（五十八）	明台產物 SB035 出租人責任附加條款	98.03.31	明銷管字第 980259 號函備查
（五十九）	明台產物 SB036 法令變更自動生效附加條款	97.07.24	明銷管字第 970486 號函備查
（六十）	明台產物 SB037 機械設備操作附加條款	98.03.31	明銷管字第 980260 號函備查

（六十一）	明台產物 SB038 責任解除附加條款（甲型）	97.07.24	明銷管字第 970486 號函備查
（六十二）	明台產物 SB039 責任解除附加條款（乙型）	97.07.24	明銷管字第 970486 號函備查
（六十三）	明台產物 SB040 貨物水險（50/50）附加條款	97.07.24	明銷管字第 970486 號函備查
（六十四）	明台產物 SB041 小型工程附加條款	98.03.31	明銷管字第 980261 號函備查
（六十五）	明台產物 SB042 新取得財產附加條款	98.03.31	明銷管字第 980262 號函備查
（六十六）	明台產物 SB043 無控制權附加條款	97.07.24	明銷管字第 970486 號函備查
（六十七）	明台產物 SB044 無法進入承保處所鄰近財產附加條款(一般營業處所適用)	98.03.31	明銷管字第 980263 號函備查
（六十八）	明台產物 SB045 無法進入承保處所鄰近財產附加條款(商業中心適用)	98.03.31	明銷管字第 980264 號函備查
（六十九）	明台產物 SB046 續保保費調整附加條款	97.07.24	明銷管字第 970486 號函備查
（七十）	明台產物 SB047 陸上運送附加條款	98.03.31	明銷管字第 980265 號函備查
（七十一）	明台產物 SB048 儲存於非承保處所附加條款	98.03.31	明銷管字第 980266 號函備查
（七十二）	明台產物 SB049 公權力附加條款	98.03.31	明銷管字第 980267 號函備查
(七十三)	明台產物 SB050 特殊分類附加條款	97.07.24	明銷管字第 970486 號函備查
（七十四）	明台產物 SB051 單一機器或設備附加條款	97.07.24	明銷管字第 970486 號函備查
(七十五)	明台產物 SB052 擴大承保供應商/顧客處所附加條款	98.03.31	明銷管字第 980268 號函備查
(七十六)	明台產物 SB053 他人使用保險標的物附加條款	97.07.24	明銷管字第 970486 號函備查
(七十七)	明台產物 SB054 標題附加條款	97.07.24	明銷管字第 970486 號函備查
(七十八)	明台產物 SB055 未受損之附屬或周邊設備附加條款	98.03.31	明銷管字第 980269 號函備查
(七十九)	明台產物 SB056 未受損之建築物附加條款	98.03.31	明銷管字第 980270 號函備查

(八十)	明台產物 SB057 基層保險附加條款	97.07.24	明銷管字第 970486 號函備查
(八十一)	明台產物 SB058 被保險人控制及停車處所之車輛附加條款	98.03.31	明銷管字第 980271 號函備查
(八十二)	明台產物 SB059 工人附加條款	97.07.24	明銷管字第 970486 號函備查
(八十三)	明台產物 SB060 新增機器設備申報附加條款	98.03.31	明銷管字第 980272 號函備查
(八十四)	明台產物 SB061 公用事業附加條款(財產保險適用)	98.03.31	明銷管字第 980273 號函備查
(八十五)	明台產物 SB062 公用事業附加條款(營業中斷險適用)	98.03.31	明銷管字第 980274 號函備查
(八十六)	明台產物 SB063 內部依存附加條款(營業中斷險適用)	98.03.31	明銷管字第 980275 號函備查
(八十七)	明台產物 SB064 政府命令附加條款(營業中斷險適用)	98.03.31	明銷管字第 980276 號函備查
(八十八)	明台產物 SB065 保險標的物無法進出附加條款(營業中斷險適用)	98.03.31	明銷管字第 980277 號函備查
(八十九)	明台產物 SB066 電腦資料及設備危險除外不保附加條款	97.07.24	明銷管字第 970486 號函備查
(九十)	明台產物 SB067 錯誤遺漏附加條款	97.07.24	明銷管字第 970486 號函備查
(九十一)	明台產物 SB068 汽車修理廠託修車輛附加條款	98.03.31	明銷管字第 980278 號函備查
(九十二)	明台產物 SB069 金屬鎔液溢出附加條款	97.07.24	明銷管字第 970486 號函備查
(九十三)	明台產物 SB070 保險標的物敘述附加條款	97.07.24	明銷管字第 970486 號函備查
(九十四)	明台產物 SB071 委外加工附加條款	97.07.24	明銷管字第 970486 號函備查
(九十五)	明台產物 SB072 竊盜保全附加條款	97.07.24	明銷管字第 970486 號函備查
(九十六)	明台產物 SB073 受委託代工貨物附加條款	98.03.31	明銷管字第 980279 號函備查
(九十七)	明台產物 SB074 試車/測試附加條款	97.07.24	明銷管字第 970486 號函備查
(九十八)	明台產物地層下陷、滑動或山崩保險附加條款	98.03.31 98.06.30 99.06.30	明銷管字第 980214 號函備查 明銷管字第 980558 號函備查 明商企字第 990477 號函備查

		100.07.01 104.06.15 106.06.01 107.01.01 107.07.01	商企字第 1000416 號函備查 明商企字第 1040575 號函備查 明商企字第 1060000550 號函備查 明商企字第 1070000017 號函備查 明商企字第 1070000754 號函備查
(九十九)	明台產物恐怖主義保險附加條款	98.03.31 98.06.30 99.06.30 100.07.01 104.06.15 106.06.01 107.01.01 107.07.01	明銷管字第 980209 號函備查 明銷管字第 980561 號函備查 明商企字第 990472 號函備查 明商企字第 1000417 號備查 明商企字第 1040576 號函備查 明商企字第 1060000551 號函備查 明商企字第 1070000018 號函備查 明商企字第 1070000755 號函備查
(一 OO)	明台產物貨物預約保險附加條款（預收 50%）	98.12.28	明銷管字第 980989 號函備查
(一 O 一)	明台產物商業火災保險臺北縣立十三行博物館	98.12.31 105.03.31	明銷管字第 980995 號函備查 明商企字第 1050000026 號函備查(停售)
(一 O 二)	明台產物 Commercial Fire Insurance Policy（CPC LNG Package Insurance）	100.11.25 105.03.31	明商企字第 1000827 號備查 明商企字第 1050000026 號函備查(停售)
(一 O 三)	明台產物台灣中油股份有限公司 LNG 綜合保險（含陸上及海上）	101.12.25 105.03.31	明商企字第 1010842 號函簡易備查 明商企字第 1050000026 號函備查(停售)
(一 O 四)	明台產物制裁限制除外不保附加條款(商業火災保險適用)	103.03.03	明商企字第 1030181 號函備查

(一〇五)	明台產物台灣中油股份有限公司財產保險	103.03.31 105.03.31	明商企字第 1030146 號函簡易備查 明商企字第 1050000026 號函備查(停售)
(一〇六)	明台產物標的物賠償額度調整附加條款	103.07.18 107.01.01	明商企字第 1030666 號函備查 明商企字第 1070000028 號函備查
(一〇七)	明台產物貨物預約保險附加條款(甲式)	105.09.30	明商企字第 1050001120 號函備查
(一〇八)	明台產物折舊率百分比附加條款（商業火災保險適用）(商業火災綜合保險適用）	105.10.31	明商企字第 1050001206 號函備查
(一〇九)	明台產物保險費延緩交付特約條款(甲式)(J)	105.10.31	明商企字第 1050001207 號函備查
(一一〇)	明台產物商業火災保險各種特約條款	105.10.31	明商企字第 1050001208 號函備查
(一一一)	明台產物商業火災保險抵押權附加條款(G)	105.10.31	明商企字第 1050001209 號函備查
(一一二)	明台產物商業火災保險附加條款(SA)	105.10.31	明商企字第 1050001210 號函備查
(一一三)	明台產物商業火險抵押權、質權特約條款(臺灣銀行押貸保險業務專用)	105.10.31	明商企字第 1050001211 號函備查
(一一四)	明台產物貨物預約保險附加條款（商業火災保險適用）(商業火災綜合保險適用）	105.10.31	明商企字第 1050001212 號函備查
(一一五)	明台產物火災保險續保約定附加條款	106.10.02	明商企字第 1060000836 號函備查
(一一六)	明台產物新商店綜合保險	108.12.25 110.12.30 114.12.31	明精字第 1080001478 號函備查 明精字第 1100001454 號函備查 明精字第 1140001637 號函備查
(一一七)	明台產物新商店綜合保險建築物承租人火災責任附加條款	107.10.01	明商企字第 1070001204 號函備查
(一一八)	明台產物新商店綜合保險食品中毒責任附加條款	107.10.01	明商企字第 1070001205 號函備查

(一一九)	明台產物新商店綜合保險停業損失附加條款	107.10.01	明商企字第 1070001206 號函備查
(一二 O)	明台產物新商店綜合保險電梯責任附加條款	107.10.01	明商企字第 1070001207 號函備查
(一二一)	明台產物網路損失及電子資料除外不保附加條款(商業火險適用)	109.12.31	明精字第 1090001639 號函備查
(一二二)	明台產物傳染病除外不保附加條款(商業火險適用)	109.12.31	明精字第 1090001640 號函備查
(一二三)	明台產物現場保全維護費用附加條款(商業火險適用)	110.03.02	明精字第 1100000227 號函備查
(一二四)	明台產物緊急處理費用附加條款(商業火險適用)	110.03.02	明精字第 1100000228 號函備查
(一二五)	明台產物保險費延緩交付特約條款(戊式)(商業火險適用)	110.04.01	明精字第 1100000361 號函備查
(一二六)	明台產物保險契約權利移轉附加條款(商業火險適用)	110.08.02	明精字第 1100000587 號函備查
(一二七)	明台產物 SB075 罷工、暴動、民眾騷擾及惡意破壞行為一單獨損失附加條款（商業火災保險適用）(商業火災綜合保險適用）	113.12.31	明精字第 1130001914 號函備查
(一二八)	明台產物罷工、暴動、民眾騷擾及惡意破壞行為除外不保附加條款（商業火災綜合保險適用）	113.12.31	明精字第 1130001915 號函備查
(一二九)	明台產物貨物預約保險附加條款(甲式 75%)（商業火災保險適用）(商業火災綜合保險適用)	114.09.01	明精字第 1140001038 號函備查
(巨&外 001)	明台產物商業火災保險(○○股份有限公司)0004B97003	104.04.16	明商企字第 1040354 號函簡易備查
(巨&外 002)	明台產物商業火災綜合保險(○○股份有限公司) 0404M98002	104.04.20	明商企字第 1040358 號函簡易備查
(巨&外 003)	明台產物商業火災綜合保險(○○股份有限公司) 0004M98005	104.04.20	明商企字第 1040364 號函簡易備查
(巨&外 004)	明台產物商業火災綜合保險(○○股份有限公司)0004M97024	104.04.20	明商企字第 1040365 號函簡易備查
(巨&外 005)	明台產物商業火災保險(○○股份有限公司)0004U97005	104.04.20	明商企字第 1040366 號函簡易備查
(巨&外 006)	明台產物商業火災綜合保險(○○股份有限公司)0004M97021	104.04.20	明商企字第 1040367 號函簡易備查
(巨&外 007)	明台產物商業火災綜合保險(○○股份有限公司)0004M97029	104.04.20	明商企字第 1040368 號函簡易備查
(巨&外 008)	明台產物商業火災保險(○○股份有限公司)0004U97007	104.04.20	明商企字第 1040369 號函簡易備查

(巨&外 009)	明台產物商業火災綜合保險(○○股份有限公司)0404M97009	104.04.20	明商企字第 1040370 號函簡易備查
(巨&外 010)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97010	104.04.20	明商企字第 1040371 號函簡易備查
(巨&外 011)	明台產物商業火災綜合保險(○○有限公司) 0004M97022	104.04.20	明商企字第 1040372 號函簡易備查
(巨&外 012)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97023	104.04.20	明商企字第 1040373 號函簡易備查
(巨&外 013)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97027	104.04.20	明商企字第 1040386 號函簡易備查
(巨&外 014)	明台產物商業火災保險(○○股份有限公司) 0004U97008	104.04.20	明商企字第 1040387 號函簡易備查
(巨&外 015)	明台產物商業火災保險(○○股份有限公司) 0004U97006	104.04.20	明商企字第 1040385 號函簡易備查
(巨&外 016)	明台產物商業火災保險(○○股份有限公司) 0004B97004	104.04.22	明商企字第 1040398 號函簡易備查
(巨&外 017)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97026	104.04.22	明商企字第 1040399 號函簡易備查
(巨&外 018)	明台產物商業火災綜合保險(○○股份有限公司) 0004M98006	104.04.22	明商企字第 1040400 號函簡易備查
(巨&外 019)	明台產物商業火災綜合保險(○○有限公司) 0004M98007	104.04.22	明商企字第 1040401 號函簡易備查
(巨&外 020)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97028	104.04.22	明商企字第 1040402 號函簡易備查
(巨&外 021)	明台產物商業火災保險(○○股份有限公司) 0004U97009	104.05.08	明商企字第 1040422 號函簡易備查
(巨&外 022)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97031	104.05.08	明商企字第 1040423 號函簡易備查
(巨&外 023)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97032	104.05.08	明商企字第 1040424 號函簡易備查
(巨&外 024)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97011	104.05.18	明商企字第 1040460 號函簡易備查
(巨&外 025)	明台產物商業火災保險(○○股份有限公司) 0004U97010	104.05.18	明商企字第 1040461 號函簡易備查
(巨&外 026)	明台產物商業火災保險(○○股份有限公司) 0004U97011	104.05.18	明商企字第 1040462 號函簡易備查

(巨&外 027)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97033	104.05.18	明商企字第 1040463 號函簡易備查
(巨&外 028)	明台產物商業火災綜合保險(○○股份有限公司) 8504M97015	104.05.20	明商企字第 1040465 號函簡易備查
(巨&外 029)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97035	104.05.26	明商企字第 1040480 號函簡易備查
(巨&外 030)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97012	104.06.03	明商企字第 1040483 號函簡易備查
(巨&外 031)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97013	104.06.11	明商企字第 1040502 號函簡易備查
(巨&外 032)	明台產物商業火災綜合保險(○○股份有限公司)0004M97036	104.06.15	明商企字第 1040482 號函簡易備查
(巨&外 033)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97041	104.06.15	明商企字第 1040501 號函簡易備查
(巨&外 034)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97040	104.06.15	明商企字第 1040503 號函簡易備查
(巨&外 035)	明台產物商業火災保險(○○股份有限公司) 0004U97014	104.06.26	明商企字第 1040578 號函簡易備查
(巨&外 036)	明台產物商業火災保險(○○股份有限公司) 0004U97015	104.06.26	明商企字第 1040579 號函簡易備查
(巨&外 037)	明台產物商業火災保險(○○股份有限公司) 0004U97016	104.07.10	明商企字第 1040600 號函簡易備查
(巨&外 038)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97071	104.07.10	明商企字第 1040601 號函簡易備查
(巨&外 039)	明台產物商業火災保險(○○股份有限公司) 8504B97005	104.07.13	明商企字第 1040602 號函簡易備查
(巨&外 040)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97056	104.07.13	明商企字第 1040620 號函簡易備查
(巨&外 041)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97059	104.07.13	明商企字第 1040621 號函簡易備查
(巨&外 042)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97014	104.07.13	明商企字第 1040622 號函簡易備查
(巨&外 043)	明台產物商業火災綜合保險(○○有限公司) 00-04M97045	104.07.13	明商企字第 1040623 號函簡易備查
(巨&外 044)	明台產物商業火災綜合保險(○○股份有限公司) 0204M97001	104.07.14	明商企字第 1040630 號函簡易備查

(巨&外 045)	明台產物商業火災保險(○○股份有限公司) 8504U97011	104.07.14	明商企字第 1040631 號函簡易備查
(巨&外 046)	明台產物商業火災保險(○○股份有限公司) 8504U97012	104.07.14	明商企字第 1040632 號函簡易備查
(巨&外 047)	明台產物商業火災保險(○○股份有限公司) 8504U97013	104.07.14	明商企字第 1040633 號函簡易備查
(巨&外 048)	明台產物商業火災保險(○○股份有限公司) 8504U97014	104.07.14	明商企字第 1040634 號函簡易備查
(巨&外 049)	明台產物商業火災保險(○○股份有限公司) 8504U97015	104.07.14	明商企字第 1040635 號函簡易備查
(巨&外 050)	明台產物商業火災保險(○○股份有限公司) 8504U97016	104.07.14	明商企字第 1040636 號函簡易備查
(巨&外 051)	明台產物商業火災保險(○○股份有限公司) 8504B97024	104.07.14	明商企字第 1040637 號函簡易備查
(巨&外 052)	明台產物商業火災綜合保險(○○股份有限公司) 8504M97021	104.07.14	明商企字第 1040627 號函簡易備查
(巨&外 053)	明台產物商業火災綜合保險(○○股份有限公司) 8504M97022	104.07.14	明商企字第 1040628 號函簡易備查
(巨&外 054)	明台產物商業火災綜合保險(○○股份有限公司) 0204M97002	104.07.14	明商企字第 1040629 號函簡易備查
(巨&外 055)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97073	104.07.20	明商企字第 1040658 號函簡易備查
(巨&外 056)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97074	104.07.24	明商企字第 1040662 號函簡易備查
(巨&外 057)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97072	104.07.27	明商企字第 1040659 號函簡易備查
(巨&外 058)	明台產物商業火災保險(○○股份有限公司) 0004097002	104.07.27	明商企字第 1040660 號函簡易備查
(巨&外 059)	明台產物商業火災保險(○○股份有限公司) 0004U97017	104.07.31	明商企字第 1040673 號函簡易備查
(巨&外 060)	明台產物商業火災保險(○○○○) 0204U97001	104.08.12	明商企字第 1040691 號函簡易備查
(巨&外 061)	明台產物商業火災保險(○○股份有限公司) 0404U97002	104.08.12	明商企字第 1040692 號函簡易備查
(巨&外 062)	明台產物商業火災保險(○○○○) 0204U97002	104.08.12	明商企字第 1040732 號函簡易備查

(巨&外 063)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97075	104.08.17	明商企字第 1040734 號函簡易備查
(巨&外 064)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97076	104.08.17	明商企字第 1040735 號函簡易備查
(巨&外 065)	明台產物商業火災保險(○○○○) 0204U97003	104.08.17	明商企字第 1040737 號函簡易備查
(巨&外 066)	明台產物商業火災保險(○○股份有限公司) 0004B97007	104.08.17	明商企字第 1040738 號函簡易備查
(巨&外 067)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97016	104.08.21	明商企字第 1040736 號函簡易備查
(巨&外 068)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97042	104.08.31	明商企字第 1040770 號函簡易備查
(巨&外 069)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97017	104.09.04	明商企字第 1040772 號函簡易備查
(巨&外 070)	明台產物商業火災保險(○○股份有限公司) 8504U97018	104.09.14	明商企字第 1040000810 號函簡易備查
(巨&外 071)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97078	104.09.14	明商企字第 1040000811 號函簡易備查
(巨&外 072)	明台產物商業火災綜合保險(○○股份有限公司) 0004M98009	104.09.17	明商企字第 1040000812 號函簡易備查
(巨&外 073)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97018	104.09.24	明商企字第 1040000814 號函簡易備查
(巨&外 074)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97080	104.09.24	明商企字第 1040000826 號函簡易備查
(巨&外 075)	明台產物商業火災保險(○○股份有限公司) 0004U97018	104.10.16	明商企字第 1040000866 號簡易備查
(巨&外 076)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97085	104.10.16	明商企字第 1040000867 號簡易備查
(巨&外 077)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97084	104.10.16	明商企字第 1040000868 號函簡易備查
(巨&外 078)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97087	104.10.16	明商企字第 1040000869 號簡易備查
(巨&外 079)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97088	104.10.16	明商企字第 1040000870 號簡易備查
(巨&外 080)	明台產物商業火災保險(○○○○) 0204U97004	104.10.16	明商企字第 1040000871 號簡易備查

(巨&外 081)	明台產物商業火災綜合保險(○○股份有限公司) 0004M98011	104.10.16	明商企字第 1040000872 號簡易備查
(巨&外 082)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97089	104.10.30	明商企字第 1040000881 號簡易備查
(巨&外 083)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97091	104.11.2	明商企字第 1040000883 號簡易備查
(巨&外 084)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97095	104.11.10	明商企字第 1040000930 號簡易備查
(巨&外 085)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97019	104.11.13	明商企字第 1040000931 號簡易備查
(巨&外 086)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97090	104.11.13	明商企字第 1040000932 號簡易備查
(巨&外 087)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97093	104.11.13	明商企字第 1040000933 號簡易備查
(巨&外 088)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97020	104.11.13	明商企字第 1040000934 號簡易備查
(巨&外 089)	明台產物商業火災保險(○○股份有限公司) 0004F97001	104.11.23	明商企字第 1040000937 號簡易備查
(巨&外 090)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97096	104.11.23	明商企字第 1040000938 號簡易備查
(巨&外 091)	明台產物商業火災綜合保險(○○股份有限公司) 0204M97003	104.11.30	明商企字第 1040000954 號簡易備查
(巨&外 092)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97097	104.11.30	明商企字第 1040000989 號簡易備查
(巨&外 093)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97099	104.12.16	明商企字第 1040001001 號簡易備查
(巨&外 094)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97100	104.12.16	明商企字第 1040001002 號簡易備查
(巨&外 095)	明台產物商業火災保險(○○股份有限公司) 0004097003	104.12.16	明商企字第 1040001003 號簡易備查
(巨&外 096)	明台產物商業火災保險(○○股份有限公司) 0404U97003	104.12.25	明商企字第 1040001053 號簡易備查
(巨&外 097)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97021	104.12.25	明商企字第 1040001054 號簡易備查
(巨&外 098)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97022	104.12.31	明商企字第 1040001067 號函簡易備查

(巨&外 099)	明台產物商業火災保險(○○股份有限公司) 0504B97001	105.1.12	明商企字第 1050000015 號函簡易備查
(巨&外 100)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97004	105.1.12	明商企字第 1050000016 號函簡易備查
(巨&外 101)	明台產物商業火災保險(○○股份有限公司) 0004U97019	105.1.12	明商企字第 1050000017 號函簡易備查
(巨&外 102)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97101	105.1.12	明商企字第 1050000018 號函簡易備查
(巨&外 103)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97001	105.1.12	明商企字第 1050000019 號函簡易備查
(巨&外 104)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97005	105.1.12	明商企字第 1050000021 號函簡易備查
(巨&外 105)	明台產物商業火災保險(○○股份有限公司) 8505B97002	105.1.12	明商企字第 1050000022 號函簡易備查
(巨&外 106)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97007	105.1.12	明商企字第 1050000023 號函簡易備查
(巨&外 107)	明台產物商業火災保險(○○股份有限公司) 8505B97003	105.1.12	明商企字第 1050000025 號函簡易備查
(巨&外 108)	明台產物商業火災綜合保險(股份有限公司) 0005M97009	105.1.12	明商企字第 1050000028 號函簡易備查
(巨&外 109)	明台產物商業火災保險(○○○○) 0204U97005	105.1.12	明商企字第 1050000031 號函簡易備查
(巨&外 110)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97008	105.1.12	明商企字第 1050000032 號函簡易備查
(巨&外 111)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98001	105.1.18	明商企字第 1050000029 號函簡易備查
(巨&外 112)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97002	105.1.18	明商企字第 1050000030 號函簡易備查
(巨&外 113)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98002	105.1.18	明商企字第 1050000033 號函簡易備查
(巨&外 114)	明台產物商業火災保險(○○股份有限公司) 5105F97001	105.1.12	明商企字第 1050000020 號函簡易備查
(巨&外 115)	明台產物商業火災保險(○○○○) 8505U97002	105.1.20	明商企字第 1050000027 號函簡易備查
(巨&外 116)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98003	105.1.20	明商企字第 1050000050 號函簡易備查

		105.08.01	明商企字第 1050000898 號函(停售)
(巨&外 117)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98004	105.1.20	明商企字第 1050000051 號函簡易備查
		105.08.01	明商企字第 1050000898 號函(停售)
(巨&外 118)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97002	105.1.18	明商企字第 1050000024 號函簡易備查
(巨&外 119)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97010	105.1.28	明商企字第 1050000071 號函簡易備查
(巨&外 120)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97012	105.1.28	明商企字第 1050000072 號函簡易備查
(巨&外 121)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97004	105.1.28	明商企字第 1050000073 號函簡易備查
(巨&外 122)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97003	105.1.28	明商企字第 1050000075 號函簡易備查
(巨&外 123)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97011	105.1.28	明商企字第 1050000076 號函簡易備查
(巨&外 124)	明台產物商業火災保險(○○股份有限公司) 0405F97001	105.1.28	明商企字第 1050000074 號函簡易備查
(巨&外 125)	明台產物商業火災保險(○○股份有限公司) 0005097001	105.2.1	明商企字第 1050000077 號函簡易備查
(巨&外 126)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97015	105.2.18	明商企字第 1050000138 號函簡易備查
(巨&外 127)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97005	105.2.18	明商企字第 1050000139 號函簡易備查
(巨&外 128)	明台產物商業火災保險(○○股份有限公司) 5105F97002	105.2.25	明商企字第 1050000142 號函簡易備查
(巨&外 129)	明台產物商業火災保險(○○股份有限公司) 0005U97002	105.2.25	明商企字第 1050000144 號函簡易備查
(巨&外 130)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97006	105.3.28	明商企字第 1050000243 號函簡易備查
(巨&外 131)	明台產物商業火災保險(○○股份有限公司) 0005B97002	105.3.28	明商企字第 1050000244 號函簡易備查
(巨&外 132)	明台產物商業火災保險(○○股份有限公司) 0005U97003	105.3.28	明商企字第 1050000245 號函簡易備查

(巨&外 133)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97019	105.04.19	明商企字第 1050000325 號函簡易備查
(巨&外 134)	明台產物商業火災保險(○○股份有限公司) 0005U97004	105.04.19	明商企字第 1050000326 號函簡易備查
(巨&外 135)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97005	105.04.19	明商企字第 1050000327 號函簡易備查
(巨&外 136)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98005	105.04.19	明商企字第 1050000334 號函簡易備查
(巨&外 137)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97008	105.04.19	明商企字第 1050000335 號函簡易備查
(巨&外 138)	明台產物商業火災綜合保險(○○股份有限公司) 0405M98001	105.04.19	明商企字第 1050000337 號函簡易備查
(巨&外 139)	明台產物商業火災保險(○○股份有限公司) 0005B97003	105.04.19	明商企字第 1050000323 號函簡易備查
(巨&外 140)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97021	105.04.19	明商企字第 1050000324 號函簡易備查
(巨&外 141)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97024	105.04.19	明商企字第 1050000328 號函簡易備查
(巨&外 142)	明台產物商業火災保險(○○股份有限公司) 0005U97006	105.04.19	明商企字第 1050000329 號函簡易備查
(巨&外 143)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97018	105.04.19	明商企字第 1050000330 號函簡易備查
(巨&外 144)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97023	105.04.19	明商企字第 1050000331 號函簡易備查
(巨&外 145)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97025	105.04.19	明商企字第 1050000332 號函簡易備查
(巨&外 146)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97020	105.04.19	明商企字第 1050000333 號函簡易備查
(巨&外 147)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97026	105.04.19	明商企字第 1050000336 號函簡易備查
(巨&外 148)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98008	105.04.19	明商企字第 1050000338 號函簡易備查
(巨&外 149)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98006	105.04.19	明商企字第 1050000339 號函簡易備查
(巨&外 150)	明台產物商業火災保險(○○股份有限公司) 0005U97010	105.04.19	明商企字第 1050000340 號函簡易備查

(巨&外 151)	明台產物商業火災保險(○○股份有限公司) 0005U97005	105.04.19	明商企字第 1050000341 號函簡易備查
(巨&外 152)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97022	105.04.19	明商企字第 1050000342 號函簡易備查
(巨&外 153)	明台產物商業火災保險(○○股份有限公司) 0005U97007	105.05.06	明商企字第 1050000422 號函簡易備查
(巨&外 154)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97031	105.05.06	明商企字第 1050000423 號函簡易備查
(巨&外 155)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97028	105.05.06	明商企字第 1050000424 號函簡易備查
(巨&外 156)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97010	105.05.16	明商企字第 1050000425 號函簡易備查
(巨&外 157)	明台產物商業火災保險(○○股份有限公司) 0005U97008	105.05.16	明商企字第 1050000430 號函簡易備查
(巨&外 158)	明台產物商業火災保險(○○股份有限公司) 0005U97009	105.05.16	明商企字第 1050000431 號函簡易備查
(巨&外 159)	明台產物商業火災綜合保險(○○股份有限公司) 8505M97014	105.05.16	明商企字第 1050000432 號函簡易備查
(巨&外 160)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97033	105.05.31	明商企字第 1050000553 號函簡易備查
(巨&外 161)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97011	105.06.08	明商企字第 1050000552 號函簡易備查
(巨&外 162)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97034	105.06.15	明商企字第 1050000656 號函簡易備查
(巨&外 163)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97012	105.06.15	明商企字第 1050000657 號函簡易備查
(巨&外 164)	明台產物商業火災保險(○○股份有限公司) 0005U97012	105.06.24	明商企字第 1050000690 號函簡易備查
(巨&外 165)	明台產物商業火災保險(○○股份有限公司) 0005U97013	105.06.24	明商企字第 1050000691 號函簡易備查
(巨&外 166)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98007	105.07.06	明商企字第 1050000719 號函簡易備查
(巨&外 167)	明台產物商業火災保險(○○股份有限公司) 0005U97014	105.07.14	明商企字第 1050000802 號函簡易備查
(巨&外 168)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97062	105.07.14	明商企字第 1050000803 號函簡易備查

(巨&外 169)	明台產物商業火災保險(○○股份有限公司) 85-05B97009	105.07.18	明商企字第 1050000861 號函簡易備查
(巨&外 170)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97042	105.07.18	明商企字第 1050000862 號函簡易備查
(巨&外 171)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97046	105.07.18	明商企字第 1050000863 號函簡易備查
(巨&外 172)	明台產物商業火災綜合保險(○○股份有限公司) 0205M97001	105.07.18	明商企字第 1050000864 號函簡易備查
(巨&外 173)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97014	105.07.18	明商企字第 1050000865 號函簡易備查
(巨&外 174)	明台產物商業火災綜合保險(○○股份有限公司) 0205M97002	105.07.18	明商企字第 1050000866 號函簡易備查
(巨&外 175)	明台產物商業火災保險(○○股份有限公司) 8505B97007	105.07.18	明商企字第 1050000867 號函簡易備查
(巨&外 176)	明台產物商業火災保險(○○股份有限公司) 8505B97008	105.07.18	明商企字第 1050000868 號函簡易備查
(巨&外 177)	明台產物商業火災保險(○○股份有限公司) 8505U97008	105.07.18	明商企字第 1050000869 號函簡易備查
(巨&外 178)	明台產物商業火災保險(○○股份有限公司) 8505U97009	105.07.18	明商企字第 1050000870 號函簡易備查
(巨&外 179)	明台產物商業火災保險(○○股份有限公司) 8505U97010	105.07.18	明商企字第 1050000871 號函簡易備查
(巨&外 180)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97056	105.07.18	明商企字第 1050000872 號函簡易備查
(巨&外 181)	明台產物商業火災綜合保險(○○股份有限公司) 8505M97019	105.07.18	明商企字第 1050000873 號函簡易備查
(巨&外 182)	明台產物商業火災綜合保險(○○股份有限公司) 8505M97020	105.07.18	明商企字第 1050000874 號函簡易備查
(巨&外 183)	明台產物商業火災綜合保險(○○股份有限公司) 8505M97023	105.07.18	明商企字第 1050000875 號函簡易備查
(巨&外 184)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98011	105.07.18	明商企字第 1050000876 號函簡易備查
(巨&外 185)	明台產物商業火災保險(○○股份有限公司) 8505B97010	105.07.18	明商企字第 1050000877 號函簡易備查
(巨&外 186)	明台產物商業火災保險(○○股份有限公司) 8505U97011	105.07.18	明商企字第 1050000878 號函簡易備查

(巨&外 187)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97063	105.07.18	明商企字第 1050000879 號函簡易備查
(巨&外 188)	明台產物商業火災綜合保險(○○股份有限公司)明總暫字第 105-004 號	105.07.18	明商企字第 1050000880 號函簡易備查
(巨&外 189)	明台產物商業火災保險(○○股份有限公司) 0005097002	105.07.15	明商企字第 1050000711 號函簡易備查
(巨&外 190)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97064	105.07.22	明商企字第 1050000895 號函簡易備查
(巨&外 191)	明台產物商業火災保險(○○股份有限公司) 0005097003	105.07.22	明商企字第 1050000896 號函簡易備查
(巨&外 192)	明台產物商業火災保險(○○股份有限公司) 0005U97015	105.08.01	明商企字第 1050000899 號函簡易備查
(巨&外 193)	明台產物商業火災保險(○○○○) 0205097001	105.08.12	明商企字第 1050000976 號函簡易備查
(巨&外 194)	明台產物商業火災保險(○○○○) 0205097003	105.08.12	明商企字第 1050000977 號函簡易備查
(巨&外 195)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97069	105.08.12	明商企字第 1050000978 號函簡易備查
(巨&外 196)	明台產物商業火災保險(○○○○) 0205097002	105.08.12	明商企字第 1050000979 號函簡易備查
(巨&外 197)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97016	105.08.12	明商企字第 1050000980 號函簡易備查
(巨&外 198)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97066	105.08.12	明商企字第 1050000981 號函簡易備查
(巨&外 199)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97068	105.08.12	明商企字第 1050000982 號函簡易備查
(巨&外 200)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97015	105.08.12	明商企字第 1050000983 號函簡易備查
(巨&外 201)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98012	105.08.15	明商企字第 1050000984 號函簡易備查
(巨&外 202)	明台產物商業火災保險(○○股份有限公司) 8505U97012	105.09.19	明商企字第 1050001072 號函簡易備查
(巨&外 203)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98013	105.09.19	明商企字第 1050001073 號函簡易備查
(巨&外 204)	明台產物商業火災保險(○○○○) 3605097001	105.09.14	明商企字第 1050001074 號函簡易備查

(巨&外 205)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97017	105.09.30	明商企字第 1050001102 號函簡易備查
(巨&外 206)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97071	105.09.30	明商企字第 1050001103 號函簡易備查
(巨&外 207)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97076	105.10.17	明商企字第 1050001171 號函簡易備查
(巨&外 208)	明台產物商業火災保險(○○股份有限公司) 0005U97016	105.10.17	明商企字第 1050001172 號函簡易備查
(巨&外 209)	明台產物商業火災保險(○○○○) 0205U97004	105.10.17	明商企字第 1050001173 號函簡易備查
(巨&外 210)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97079	105.10.17	明商企字第 1050001174 號函簡易備查
(巨&外 211)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97078	105.10.17	明商企字第 1050001175 號函簡易備查
(巨&外 212)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97080	105.11.04	明商企字第 1050001218 號函簡易備查
(巨&外 213)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97082	105.11.04	明商企字第 1050001219 號函簡易備查
(巨&外 214)	明台產物商業火災保險(○○股份有限公司) 8505U97013	105.11.04	明商企字第 1050001220 號函簡易備查
(巨&外 215)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97018	105.11.16	明商企字第 1050001294 號函簡易備查
(巨&外 216)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97081	105.11.16	明商企字第 1050001295 號函簡易備查
(巨&外 217)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97083	105.11.16	明商企字第 1050001296 號函簡易備查
(巨&外 218)	明台產物商業火災綜合保險(○○股份有限公司) 明總暫字第 105-005 號	105.11.16	明商企字第 1050001297 號函簡易備查
(巨&外 219)	明台產物商業火災保險(○○股份有限公司) 8505U97014	105.11.16	明商企字第 1050001298 號函簡易備查
(巨&外 220)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98017	105.11.16	明商企字第 1050001299 號函簡易備查
(巨&外 221)	明台產物商業火災保險(○○股份有限公司) 0005F97001	105.11.23	明商企字第 1050001313 號函簡易備查
(巨&外 222)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97084	105.11.23	明商企字第 1050001314 號函簡易備查

(巨&外 223)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97020	105.11.28	明商企字第 1050001324 號函簡易備查
(巨&外 224)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97085	105.12.05	明商企字第 1050001333 號函簡易備查
(巨&外 225)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97088	105.12.15	明商企字第 1050001421 號函簡易備查
(巨&外 226)	明台產物商業火災保險(○○股份有限公司) 0005097004	105.12.15	明商企字第 1050001422 號函簡易備查
(巨&外 227)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97022	105.12.28	明商企字第 1050001442 號函簡易備查
(巨&外 228)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97021	105.12.28	明商企字第 1050001443 號函簡易備查
(巨&外 229)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97023	106.01.04	明商企字第 1060000001 號函簡易備查
(巨&外 230)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97024	106.01.04	明商企字第 1060000002 號函簡易備查
(巨&外 231)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97001	106.01.16	明商企字第 1060000037 號函簡易備查
(巨&外 232)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97009	106.01.16	明商企字第 1060000038 號函簡易備查
(巨&外 233)	明台產物商業火災保險(○○股份有限公司) 0505U97001	106.01.16	明商企字第 1060000039 號函簡易備查
(巨&外 234)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97004	106.01.16	明商企字第 1060000040 號函簡易備查
(巨&外 235)	明台產物商業火災保險(○○股份有限公司) 0005U97017	106.01.16	明商企字第 1060000041 號函簡易備查
(巨&外 236)	明台產物商業火災保險(○○股份有限公司) 8506B97001	106.01.16	明商企字第 1060000042 號函簡易備查
(巨&外 237)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97006	106.01.16	明商企字第 1060000043 號函簡易備查
(巨&外 238)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97007	106.01.16	明商企字第 1060000044 號函簡易備查
(巨&外 239)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97090	106.01.16	明商企字第 1060000045 號函簡易備查
(巨&外 240)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97008	106.01.16	明商企字第 1060000046 號函簡易備查

(巨&外 241)	明台產物商業火災綜合保險(○○股份有限公司) 0006M98003	106.01.16	明商企字第 1060000047 號函簡易備查
(巨&外 242)	明台產物商業火災綜合保險(○○股份有限公司) 0006M98001	106.01.16	明商企字第 1060000048 號函簡易備查
(巨&外 243)	明台產物商業火災綜合保險(○○股份有限公司) 0006M98002	106.01.16	明商企字第 1060000049 號函簡易備查
(巨&外 244)	明台產物商業火災綜合保險(○○股份有限公司) 0006M98004	106.01.16	明商企字第 1060000050 號函簡易備查
(巨&外 245)	明台產物商業火災保險(○○股份有限公司) 8506U97002	106.01.16	明商企字第 1060000051 號函簡易備查
(巨&外 246)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97089	106.01.16	明商企字第 1060000060 號函簡易備查
(巨&外 247)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97002	106.01.25	明商企字第 1060000052 號函簡易備查
(巨&外 248)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97003	106.01.25	明商企字第 1060000106 號函簡易備查
(巨&外 249)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97013	106.02.07	明商企字第 1060000110 號函簡易備查
(巨&外 250)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97010	106.02.07	明商企字第 1060000111 號函簡易備查
(巨&外 251)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97011	106.02.07	明商企字第 1060000112 號函簡易備查
(巨&外 252)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97004	106.02.07	明商企字第 1060000113 號函簡易備查
(巨&外 253)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97014	106.02.16	明商企字第 1060000168 號函簡易備查
(巨&外 254)	明台產物商業火災保險(○○股份有限公司) 0006U97002	106.02.16	明商企字第 1060000169 號函簡易備查
(巨&外 255)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97005	106.03.08	明商企字第 1060000249 號函簡易備查
(巨&外 256)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97006	106.03.24	明商企字第 1060000289 號函簡易備查

二&三、契約條款與承保範圍及不保事項：

編號	商品名稱	契約條款(承保範圍及不保事項另以紅字粗體標示)
(一)	明台產物商業火災保險	**第 一 章　契約之構成** 第 一 條：契約之構成 本保險單所載之條款及其他附加條款、批單或批註及與本保險單有關之要保書，均為本保險契約之構成部分。 本保險契約的解釋，應探求契約當事人的真意，不得拘泥於所用之文字；如有疑義時，以作有利於被保險人之解釋為原則。 **第 二 章　定　義** 第 二 條：定　義 本保險契約所用名詞定義如下： 一、要保人：指以自己或他人所有之不動產或動產向本公司投保並負有交付保險費義務之人。要保人以自己所有之不動產或動產投保，要保人即為被保險人；以他人所有之不動產或動產投保，該不動產或動產之所有權人為被保險人。 二、被保險人：指於保險事故發生時，遭受損害，享有賠償請求權之人；要保人亦得為被保險人。 三、保險標的物：指本保險契約所承保之不動產或動產。 四、不動產：指建築物及營業裝修，但不包括土地。 (一)建築物：指定著於土地，供被保險人經營業務或從事生產之建築物及公共設施之持分。 為使建築物適合於業務上之使用而裝置並附著於建築物之中央冷暖氣系統、電梯或電扶梯及水電衛生設備視為建築物之一部分。 (二)營業裝修：指為業務需要，而固定或附著於建築物內外之裝潢修飾。 五、動產：除本保險契約另有約定外，指營業生財、機器設備、貨物。 (一)營業生財：指經營業務所需之一切器具、用品，包括招牌及辦公設備。 (二)機器設備：指作為生產用途所必需之機器及設備。 (三)貨物：指原料、物料、在製品、半成品、成品及商品。 六、損失：指承保的危險事故發生對保險標的物直接所致的毀損或滅失，不包括租金收入、預期利益、違約金、其他間接損失或對第三人的損害賠償。但本保險契約另有約定者，不在此限。 七、重置成本：指保險標的物以同品質或類似品質之物，依原設計、原規格在當時當地重建或重置所需成本之金額，不扣除折舊。 八、實際價值：指保險標的物在保險事故發生時保險標的物在當時當地之實際價值，即以重建或重置所需之金額扣除折舊後之餘額；至於貨物以其保險事故發生當時當地重新取得或製造之成本為實際價值，但在製品、半成品及成品之實際價值以直接原料及直接人工為限。 九、時間：本保險契約所使用之時間及所載之保險契約起訖時間，係指本保險單簽發地之標準時間。 **第 三 章　承保之危險事故及不保之危險事故** **第 三 條：承保之危險事故** **本公司對於下列危險事故發生所致保險標的物之損失，依本保險契約之規定，負賠償責任：** **一、火災** **二、爆炸引起之火災** **三、閃電雷擊** **因前項各款危險事故之發生，為救護保險標的物，致保險標的物發生損失者，視同本保險契約承保危險事故所致之損失。** **第 四 條：須經特別約定承保之危險事故** **本公司對下列各種危險事故所致保險標的物之損失，除經特別約定載明承保外，不負賠償責任。** **一、爆炸，包括火災引起之爆炸。** **二、保險標的物自身之醱酵、自然發熱、自燃或烘焙。** **三、竊盜。** **四、第三人之惡意破壞行為。** **五、不論直接或間接由於下列危險事故，或因其引起之火災或其延燒所致之損失：** **(一)地震、海嘯。** **(二)地層滑動或下陷、山崩、地質鬆動、沙及土壤流失。** **(三)颱風、暴風、旋風或龍捲風。** **(四)洪水，河川、水道、湖泊之高漲氾濫或水庫、水壩、堤岸之崩潰氾濫。** **(五)罷工、暴動、民眾騷擾。** **(六)恐怖主義者之行為。** **(七)冰雹。**

		(八)機動車輛或其他拖掛物或裝載物之碰撞。 (九)航空器及其墜落物之碰撞。 因前項第一、二、三、四款所列之危險事故導致火災發生者，本公司對保險標的物因此所生之損失，負賠償責任。 第 五 條：不保之危險事故 本公司對下列各種危險事故不論直接或間接所致保險標的物之損失，不負賠償責任。 一、各種放射線之幅射及放射能之污染。 二、因原子能引起之任何損失。 三、戰爭（不論宣戰與否）、類似戰爭行為、叛亂、扣押、征用、沒收等。 四、火山爆發、地下發火。 五、要保人、被保險人或其家屬之故意、唆使縱火。但被保險人之家屬非企圖使被保險人獲得賠償金者，不在此限。 六、政府命令之焚毀或拆除。 第 四 章　承保之不動產、動產及不保之動產 第 六 條：承保之不動產 被保險人所有座落於本保險契約所載地點之不動產因承保危險事故發生所致之損失，本公司負賠償責任。 第 七 條：承保之動產 除本保險契約另有特別約定者外，被保險人放置於承保之建築物內或置存於本保險契約所載地點之動產因承保危險事故發生所致之損失，本公司負賠償責任。 第 八 條：不保之動產 下列動產不在本保險契約承保範圍內： 一、違禁品，但經依法特許持有者，不在此限。 二、各種動物及植物，但作為商品供銷售者，不在此限。 三、電腦資料、軟體或電腦程式。 四、被保險人員工所有之動產。 五、被保險人受第三人寄託之財物，但被保險人係以寄託為常業者，不在此限。 六、金銀條塊及其製品、珠寶、玉石、首飾、古玩、藝術品。 七、文稿、圖樣、圖畫、圖案、模型。 八、貨幣、股票、債券、郵票、票據及其他有價證券。 九、各種文件、證件、帳簿或其他商業憑證簿冊。 十、爆炸物。 十一、運輸工具，但於本保險契約所載地點內專供作貨物搬運之用者，不在此限。 前項第四款至第十一款所列動產，如經特別約定載明承保者，本公司依約定負賠償責任。 **第 五 章　一般事項** 第 九 條：告知義務 訂立本保險契約時，要保人對於本公司之書面詢問，應據實說明。 要保人有為隱匿或遺漏不為說明，或為不實之說明，足以變更或減少本公司對於危險之估計者，本公司得解除契約；其危險發生後亦同。但要保人證明危險之發生未基於其說明或未說明之事實時，不在此限。 前項解除契約權，自本公司知有解除之原因後，經過一個月不行使而消滅；或本保險契約訂立後經過二年，即有可以解除之原因，亦不得解除契約。 本公司依第二項約定解除契約時，不退還已收受之保險費。倘已經給付賠償金或回復原狀時，得請求被保險人或其他已收受賠償金者返還所受領之賠償金或因回復原狀所支出之金額。 第 十 條：保險費之交付 保險費應於本保險契約生效前交付，本公司應給予收據。除經本公司同意延緩交付外，對於保險費交付前所發生之損失，本公司不負賠償責任。 第 十一 條：保險費之計收 本保險契約之保險期間為一年，以一年為期計收保險費。 保險期間如不足一年，或被保險人中途要求終止時，本公司按短期費率計收保險費。 第 十二 條：危險變更之通知 保險標的物本身之危險性質、使用性質或建築情形有所變更，而有增加承保之危險事故發生之危險者，如係要保人或被保險人之行為所致，其危險達於應增加保險費或終止契約之程度者，要保人或被保險人應事先通知本公司。要保人或被保險人怠於通知者，本公司得終止契約。 前項之危險增加，不由於要保人或被保險人之行為所致者，要保人或被保險人應於知悉後十日內通知本公司。

		要保人或被保險人依前二項約定通知本公司時，本公司得提議另定保險費，或終止契約。要保人或被保險人對於另定保險費不同意者，本保險契約即為終止。本保險契約終止時，本公司按日數比例退還保險費。但因第一項前段情形終止本保險契約時，本公司如有損失，得請求賠償。 本公司知危險增加後，仍繼續收受保險費，或於危險發生後，給付賠償金額，或其他維持契約之表示者，喪失前項之權利。 危險減少時，要保人或被保險人得請求重新核定費率減低保險費。本公司對上述減少保險費不同意時，要保人得終止契約。其終止後之保險費已交付者，本公司按日數比例返還之。 第 十三 條：停效與復效 有下列情形之一者，除經本公司書面同意並簽發批單者外，本保險契約對於該項保險標的物之保險效力即告停止，對於效力停止後所發生之損失，本公司不負賠償責任： 一、承保之建築物或置存承保之動產之建築物，連續六十日以上無人看管或使用者。 二、承保之動產搬移至本保險契約所載地址以外之處所者。 保險契約因前項情形而效力停止者，於停止原因消失後其效力即自動恢復。停效期間之保險費本公司按日數比例退還。 第 十四 條：保險標的物之移轉 被保險人破產時，本公司得於被保險人破產宣告之次日起三個月內終止本保險契約。終止後之未滿期保險費按日數比例退還。 被保險人死亡時，本公司得於被保險人死亡之日起屆滿三個月後終止契約。終止後之未滿期保險費按日數比例計算。 保險標的物因第二項以外之原因移轉時，除經本公司以批單載明同意繼續承保外，本保險契約於保險標的物移轉時失其效力。失效前之保險費按日數比例計算。 第 十五 條：保險標的物之毀損或滅失 保險標的物非因保險契約所載之保險事故而完全滅失時，保險契約即為終止。 保險標的物受部份損失者，保險人與要保人均有終止契約之權。 第一項終止後，已交付未滿期保險費本公司按日數比例退還。 第二項終止後，已交付未損失部份之未滿期保險費本公司按日數比例退還。 第 十六 條：契約之終止 除本保險契約另有約定外，要保人或被保險人與本公司均有終止之權。 要保人或被保險人終止契約者，終止日除契約另有約定外，自終止之書面送達本公司之時起契約失其效力，對於終止前之保險費本公司按短期費率計算。要保人行使本項之終止權，應獲得被保險人同意。 本公司終止契約者，應於終止日前十五日通知要保人或被保險人。本公司終止契約後應返還之未滿期保險費應按日數比例計算，並於終止生效日前給付。 第 十七 條：維護與損失防止 被保險人對保險標的物應定期檢查，對建築物內所裝置之消防及火災警示系統應善加維修，對通道及安全門應保持暢通。 本公司得隨時派人查勘保險標的物，如發現前項所述設施全部或一部損壞或功能失常，得建議被保險人修復後再行使用，如要保人或被保險人不接受建議者，本公司得以書面終止本保險契約或其有關部分。終止後，本公司按日數比例計算退還未滿期保險費。 承保危險事故發生後，如經鑑定係因要保人或被保險人未盡合理方法維護標的建築物所致者，對於因而增加之損失本公司不負賠償責任。 第 十八 條：單據保存 對於本保險契約所承保之保險標的物，被保險人應保留原始單據，開列清冊，並妥善存放，俾便於承保危險事故發生時，能有完整資料提供本公司進行損失之理算。 第 十九 條：契約內容之變更 本保險契約之任何變更，非經本公司簽批同意，不生效力。 **第 六 章　理賠事項** 第 二十 條：承保危險事故發生之通知 遇有承保之危險事故發生時，被保險人應於知悉後五日內通知本公司。要保人、被保險人之代理人或被保險人以外之其他有保險賠償請求權之人亦得依本項約定為危險事故發生之通知。 未依前項約定為通知者，其因而擴大之損失，本公司不負賠償責任；其因而致使本公司發生損失，本公司得請求被保險人賠償。 第 二十一 條：權利之保留 本公司於接到承保危險事故發生之通知後，為確定賠償責任所採取之查勘、鑑定、估價、

		賠償理算、證據蒐集以及依據第二十三條第一項之處置等行為，不影響本公司於本保險契約所得行使之權利。 第 二十二 條：損失擴大之防止 遇有本保險契約承保之危險事故發生時，要保人或被保險人應立即採取必要合理之措施，以避免或減輕保險標的物之損失，並保留其對第三人所得行使之權利。 要保人或被保險人履行前項義務所支出之費用，本公司於其必要合理範圍內負償還之責。其償還數額與賠償金額，合計雖超過保險金額，仍應償還。但保險金額低於保險標的物之價值時，本公司之償還金額，以保險金額對保險標的物價值之比例定之。 第 二十三 條：損失現場之處理 遇有本保險契約所承保之危險事故發生，要保人或被保險人除依前條規定為必要之緊急措施或為公共利益或為避免擴大損失外，應保留受損及可能受損之保險標的物，並維持現狀。本公司得隨時查勘發生事故之建築物或處所及被保險人置存於該建築物內或處所之動產，並加以分類、整理、搬運、保管或作其他必要合理之處置。 要保人或被保險人無正當理由拒絕或妨礙本公司執行前項之處置者，喪失該項損失之賠償請求權。 第 二十四 條：理賠手續 要保人、被保險人或其他有保險賠償請求權之人應於知悉保險事故發生後三十日內，或經本公司同意展延之期間內，自行負擔費用，提供賠償申請書及損失清單，向本公司請求賠償。如有必要時，本公司得要求要保人、被保險人或其他有保險賠償請求權之人提供相關證明文件或證據。 第 二十五 條：保險標的物之理賠 保險標的物因承保危險事故發生所致之損失，本公司以該保險標的物承保危險事故發生時之實際價值為基礎賠付之。 保險標的物之保險金額低於承保危險事故發生時之實際價值者，本公司僅按保險金額與該實際價值之比例負賠償之責。 保險標的物之保險金額高於承保危險事故發生時之實際價值者，本保險契約之保險金額僅於該實際價值之限度內為有效。但有詐欺情事時，本公司得解除契約，如有損失並得請求賠償。無詐欺情事時，本保險契約之保險金額及保險費，均按照保險標的物之實際價值比例減少。 第 二十六 條：一套或一組保險標的物之理賠 任何一套或一組承保之動產遇有部分損失時，應視該損失部分對該動產在使用上之重要性及價值之比例，合理估定損失金額，不得因該損失部分即將該動產視為全損。 第 二十七 條：自負額 對於承保危險事故所致之每一次損失，被保險人須先負擔本保險契約所載明之自負額，本公司僅就理算後應賠償金額超過自負額部分之損失負賠償責任。 如有複保險或其他保險同時應負賠償責任時，除另有約定外，應按個別之自負額扣減。 承保危險事故發生後，如保險金額低於保險標的物之實際價值者，本公司按保險金額對保險標的物之實際價值之比例計算損失額，再行扣除自負額後負賠償責任。 第 二十八 條：給付期限 本公司以現金為賠付者，應於被保險人或其他有保險賠償請求權之人檢齊文件、證據及賠償金額經雙方確認後十五天內為賠付。若因可歸責於本公司之事由而遲延者，應給付遲延利息年利一分。本公司正常鑑認承保之危險事故及損失之行為，不得視為可歸責本公司之事由。 本公司以回復原狀、修復或重置方式為賠償者，應於合理期間內完成回復 原狀、修復或重置。 第 二十九 條：複保險 對於同一保險標的物，如同時或先後向其他保險人投保相同之保險，致保險金額之總額超過保險標的物之價值者，要保人或被保險人應立即將其他保險人之名稱及保險金額通知本公司。 要保人或被保險人故意不依前項規定為通知，或意圖不當得利而為複保險者，本保險契約無效。保險費已收受者，本公司不予退還，尚未收受者，本公司得請求交付。 本保險契約有善意複保險情形者，本公司得為如下之處理： 一、於承保危險事故發生前，本公司經要保人或被保險人通知後，得減低本保險契約之保險金額，並按減低之保險金額及未滿期保險期間，比例退還保險費。 二、於承保危險事故發生後，僅按本保險契約之保險金額對全部保險契約保險金額總額之比例負賠償責任。 第 三十 條：其他保險

		除前條情形外，保險標的物在承保之危險事故發生時，如另有其他保險契約同時應負賠償責任，本公司僅按本保險契約之保險金額與總保險金額之比例負賠償責任。 前項所稱其他保險契約不包括責任保險及保證保險契約。 第 三十一 條：賠償責任之限制 對於承保之危險事故發生所致保險標的物之損失，除本保險契約另有規定者外，本公司僅於本保險契約所載之保險金額範圍內負賠償責任。 於本保險有效期間內因承保之危險事故發生而本公司依本保險契約之規定為賠償者，此項賠償金額應自保險金額中扣除。但保險標的物修復或重置後，要保人得按日數比例加繳保險費，恢復保險金額或重新約定保險金額。 如未恢復保險金額或重新約定保險金額者，若再有保險事故發生，本公司僅就保險金額之餘額負賠償責任。一次或多次理賠之賠償金額累積達保險金額時，本保險契約失其效力。 第 三十二 條：禁止委棄 保險標的物因承保之危險事故發生遭受部分損失時，被保險人或其他有保險賠償請求權之人非經本公司同意不得將之委棄予本公司，而要求本公司按全損賠償。 第 三十三 條：消滅時效 由本保險契約所生之權利，自得為請求之日起，經過二年不行使而消滅。有下列各款情形之一者，其期限之起算，依各該款之規定： 一、要保人或被保險人對於危險之說明，有隱匿遺漏或不實者，自本公司知情之日起算。 二、承保危險事故發生後，利害關係人能證明其非因疏忽而不知情者，自其知情之日起算。 第 三十四 條：代　位 被保險人因本保險契約承保範圍內之損失而對於第三人有賠償請求權者，本公司得於給付賠償金額後，於賠償金額範圍內代位行使被保險人對於第三人之請求權。 前項情形，被保險人對第三人有賠償請求權以外之其他權利時，被保險人同意轉讓該權利予本公司。 本公司就保險標的物之全部或一部以全損賠付被保險人或其他有保險賠償請求權之人時，被保險人同意轉讓該已賠付保險標的物之所有權予本公司。 第 三十五 條：合作協助 本公司依第三十四條之規定行使權利時，要保人、被保險人或其他有保險賠償請求權之人應協助本公司蒐集人證、物證或出庭作證，提供本公司所要求之資料及文書證件，並不得有任何妨害之行為。 要保人、被保險人或其他有保險賠償請求權之人違反前項之約定時，本公司得請求損害賠償。 因第一項所生之合理必要費用，由本公司負擔。 第 三十六 條：損失之賠償 本保險契約係依約定方式賠償保險標的物損失之契約。被保險人或其他有保險賠償請求權之人不得藉保險而獲得損失補償以外之不當利益。被保險人或其他有保險賠償請求權之人之損失，如已由第三人予以賠償時，就該已獲賠償部分不得再向本公司請求賠償。 本公司因不知被保險人或其他有保險賠償請求權之人已獲得第三人賠償而仍予賠付時，得請求退還該部分之賠償金額。 第 三十七 條：仲　裁 對於本保險契約賠償金額有爭議時得經要保人、被保險人及本公司同意後交付仲裁。仲裁時，其程序及費用依仲裁法及相關法規規定辦理。 第 三十八 條：管轄法院 因本保險契約涉訟時，除當事人另有約定外，以保險標的物所在地之中華民國地方法院為管轄法院。 **第 七 章　法令之適用** 第 三十九 條：法令之適用 本保險契約未約定之事項，悉依照中華民國保險法或其他法令之規定辦理。
(二)	明台產物商業火災綜合保險	**第 一 章　契約之構成** 第 一 條：契約之構成 本保險單所載之條款及其他特約條款、附加條款、批單或批註及與本保險單有關之要保書，均為本保險契約之構成部分。 本保險契約之解釋，應探求契約當事人之真意，不得拘泥於所用之文字；如有疑義時，以作有利於被保險人之解釋為原則。

		第 二 章　定　義 第 二 條：定　義 本保險契約所用名詞定義如下： 一、要保人：指以自己或他人所有之不動產或動產向本公司投保並負有交付保險費義務之人。要保人以自己所有之不動產或動產投保，要保人即為被保險人；以他人所有之不動產或動產投保，該不動產或動產之所有權人為被保險人。 二、被保險人：指於保險事故發生時，遭受損害，享有賠償請求權之人；要保人亦得為被保險人。 三、保險標的物：指本保險契約所承保之不動產或動產。 四、不動產：指建築物及營業裝修，但不包括土地。 (一)建築物：指定著於土地，供被保險人經營業務或從事生產之建築物及公共設施之持分。為使建築物適合於業務上之使用而裝置並附著於建築物之中央冷暖氣系統、電梯或電扶梯及水電衛生設備視為建築物之一部分。 (二)營業裝修：指為業務需要，而固定或附著於建築物內外之裝潢修飾。 五、動產：除本保險契約另有約定外，指營業生財、機器設備、貨物。 (一)營業生財：指經營業務所需之一切器具、用品，包括招牌及辦公設備。 (二)機器設備：指作為生產用途所必需之機器及設備。 (三)貨物：指原料、物料、在製品、半成品、成品及商品。 六、損失：指承保的危險事故發生對保險標的物直接所致的毀損或滅失，不包括租金收入、預期利益、違約金、其他間接損失或對第三人的損害賠償。但本保險契約另有約定者，不在此限。 七、恐怖主義(Terrorism)：指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。 八、實際價值：指保險標的物在保險事故發生時保險標的物在當時當地之實際現金價值，即以重建或重置所需之金額扣除折舊後之餘額；至於貨物以其保險事故發生當時當地重新取得或製造之成本為實際現金價值，但製造成本以直接原料及直接人工為限。 九、時間：本保險契約所使用之時間及所載之保險契約起訖時間，係指本保險單簽發地之標準時間。 **第 三 章　承保之危險事故與不保之危險事故** **第 三 條：承保之危險事故** **本公司對於保險標的物因突發不可預料之意外事故所致之損失，除本保險契約第四、五、六、七、八、九、十條所載不保之危險事故及原因外，本公司依本保險契約之約定，負賠償責任。** **因前項危險事故之發生，為救護保險標的物，致保險標的物發生損失者，視同本保險契約承保危險事故所致之損失。** **第 四 條：不保之危險事故及原因(一)** **本保險契約不承保因下列各種危險事故所致保險標的物之毀損或滅失:** **一、保險標的物本身設計或規範之錯誤或瑕疵，材料、器材之瑕疵、規格不合，施工或工藝品質不良。** **二、保險標的物之固有瑕疵、隱藏性缺陷、逐漸惡化、變質、變形或自然耗損。** **三、水電、瓦斯或燃料系統供應中斷或保險標的物所在地外接之排放系統故障。** **但損失之發生係由於緊接上述三種危險事故之另一危險事故所造成，且該發生在後之危險事故為本保險契約所承保者，則本公司僅就發生在後之危險事故所致之損失負賠償責任。** **第五條：不保之危險事故及原因(二)** **本保險契約不承保因下列各種危險事故所致保險標的物之毀損或滅失：** **一、建築物的倒塌或龜裂。** **二、保險標的物之腐蝕、生銹、磨損、刮損或因氣溫、濕氣、乾溼度的變化、外觀之變化、光線所致變化或因腐壞、收縮、蒸發、失重、污染、變味、變色、菌害、蟲害。** **但直接因本保險契約承保之危險事故發生所致保險標的物或置存保險標的物處所發生損失或因而導致上述二種危險事故發生所致保險標的物之損失，不在此限。** **第六條：不保之危險事故及原因(三)** **本保險契約不承保因下列各種危險事故所致保險標的物之毀損或滅失：** **一、偷竊，但以暴力或毀越門窗牆垣或其他安全設施，侵入置存保險標的物之建築物內偷竊，不在此限。** **二、詐欺、侵占或不誠實行為** **三、消失、不明原因的短少、貨物盤點時發現的短少、資料歸檔錯誤或遺失、運送中動產之短少，應供應或送達之物資短少、文書或會計處理之錯誤所致之短少。** **四、蒸氣設備、鍋爐、預熱氣、汽管、蒸氣或瓦斯透平、蒸汽引擎、內燃機、油壓機或水壓機及其他使用壓力之器具設備(均包括其附屬設備)本身的過熱、爆炸、壓潰、裂開、接**

		頭滲漏、焊接不良。 五、機械性或電氣性的當機或喪失機器設備應有之功能。 六、當保險標的物之處所為空屋或不使用時，儲水槽或容器或管線破裂、溢流、滲漏。 但損失之發生係由緊接上述六種危險事故之另一危險事故所造成，且該發生在後之危險事故為本保險契約所承保者，則本公司僅就發生在後之危險事故所致之損失負賠償責任。 第七條：不保之危險事故及原因(四) 本保險契約不承保因下列各種危險事故所致保險標的物之毀損或滅失： 一、海水或河水的侵蝕。 二、地層滑動、隆起或下陷、山崩、地質鬆動、沙及土壤流失。 三、建築物的正常下沉或基床下沉。 四、置存於露天或於有開口建築物或圍牆、大門內可移動財產，因風、雨、雹、霜、雪、洪水、沙土或灰塵所致之損失。 五、冷凍凝固體或不慎流出的溶解物質。 第八條：不保之危險事故及原因(五) 本保險契約不承保因下列各種原因所致之毀損或滅失: 一、要保人、被保險人或其家屬之故意行為所致之損失。 二、停工、延遲、喪失市場所致之損失或因而引起任何之間接或連帶之損失。 第九條：不保之危險事故及原因(六) 本保險契約不承保無論直接或間接因下列各種危險事故或原因所致之毀損或滅失: 一、戰爭、侵略、外敵行為、敵對狀態、或類似之情形(不論宣戰與否)、內戰、謀反、命、叛亂或因叛亂軍事力或謀反事件所致之群眾騷擾。 二、直接或間接因任何恐怖主義者之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所致之任何損失、費用支出或賠償責任。 三、任何直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任。 四、(一)由於政府機構行使充公、沒收、扣押或徵收之權力致保險標的喪失永久性或臨時性之占有者。 (二)由於建築物被他人永久或臨時非法占有所致者。 但上述二種占用前保險標的物因承保之危險事故所致之損失，仍應負賠償責任。 五、因政府命令之焚毀或拆除。 第十條：不保之危險事故及原因(七) 本保險契約不承保因下列各種危險事故所致保險標的物之損失: 一、核子武器之原料。 二、因核子原料或核子廢料所引起之任何損失。 三、各種放射線之幅射及放射能之污染。 四、因原子能引起之任何損失。 第 四 章　不保之不動產及動產 第 十一 條：不保之不動產及動產 下列標的物不在本保險契約承保範圍內： 一、(一)違禁品，但經依法特許持有者，不在此限。 (二)貨幣、票據、郵票、債券、信用卡及其他有價證券、珠寶、玉石、貴重金屬、金銀條塊、絕版書籍、皮草、古玩及藝術品。 但經特別聲明並記載於本保單、且因約定之承保危險事故所引起者，不在此限。 (三)玻璃。 (四)瓷器、陶器、大理石或其他易碎品。 (五)電腦設備及資料處理設備。 但上述(三)、(四)、(五)目所載之保險標的物因火災、閃電雷擊、爆炸、航空器墜落、機動車輛碰撞、罷工暴動、民眾騷擾及第三人惡意破壞行為、地震、颱風、洪水、水漬所致保險標的物發生損失者，不在此限。 二、受第三人寄託或寄售的貨物、文件證件、文稿、帳簿或其他商業憑證簿冊、電腦系統檔案、模型、模具、圖樣、圖畫、圖案、爆炸物。但經特別約定載明承保者，不在此限。 三、(一)運輸工具，但於本保險契約所載地點內專供作貨物搬運之用者，不在此限。 (二)運送中的動產，但不包含載明同一廠區、同一營業處所內之保險標的物。 (三)拆除中、建造中或安裝中之動產以及其相關之材料。 (四)土地(包括回填土)、下水道、水渠、行車道、人行道、跑道、鐵道、管線、水霸、 蓄水池、運河、礦井、水井、隧道、鐵軌、地道、水壩、水庫、地下管線、橋梁、船塢、碼頭、堤防、礦產、離岸之財物。 (五)各種動物及植物，但作為商品供銷售者，不在此限。 (六)在製造過程中所致動產本身之損失。

		(七)在進行安裝、遷移或重置（包括拆除及再安裝）期間之機器設備。 **(八)在進行變更、修復、測試及裝置或運轉期間之保險標的物。但損失之發生係由緊接上述危險事故之另一危險事故所造成，且該發生在後之危險事故為本保險契約所承保者，則本公司僅就發生在後之危險事故所致之損失負賠償責任。** **(九)其他險種之保險單已載明承保該保險標的物者。** **四、保險事故發生時已有或應由海上保險承保之財物。本保險契約僅就超過海上保險應負賠償責任之部分，負賠償責任。** **五、鍋爐、節熱器或其他壓力容器機械或儀器裝置之爆炸或潰裂所致本身的損失。** **第 五 章　一般事項** 第十二條：告知義務 訂立本保險契約時，要保人對於本公司之書面詢問，應據實說明。 要保人有為隱匿或遺漏不為說明，或為不實之說明，足以變更或減少本公司對於危險之估計者，本公司得解除契約；其危險發生後亦同。但要保人證明危險之發生未基於其說明或未說明之事實時，不在此限。 前項解除契約權，自本公司知有解除之原因後，經過一個月不行使而消滅；或本保險契約訂立後經過二年，即有可以解除之原因，亦不得解除契約。 本公司依第二項約定解除契約時，不退還已收受之保險費。倘已經給付賠償金或回復原狀時，得請求被保險人或其他已收受賠償金者返還所受領之賠償金或因回復原狀所支出之金額。 第十三條：保險費之交付 保險費應於本保險契約生效前交付，本公司應給予收據。除經本公司同意延緩交付外，對於保險費交付前所發生之損失，本公司不負賠償責任。 第十四條：保險費之計收 本保險契約之保險期間為一年，以一年為期計收保險費。 保險期間如不足一年，或被保險人中途要求終止時，本公司按短期費率計收保險費。 第十五條：危險變更之通知 保險標的物本身之危險性質、使用性質或建築情形有所變更，而有增加承保之危險事故發生之危險者，如係要保人或被保險人之行為所致，其危險達於應增加保險費或終止契約之程度者，要保人或被保險人應事先通知本公司。要保人或被保險人怠於通知者，本公司得終止契約。 前項之危險增加，不由於要保人或被保險人之行為所致者，要保人或被保險人應於知悉後十日內通知本公司。 要保人或被保險人依前二項約定通知本公司時，本公司得提議另定保險費，或終止契約。要保人或被保險人對於另定保險費不同意者，本保險契約即為終止。本保險契約終止時，本公司按日數比例退還保險費。但因第一項前段情形終止本保險契約時，本公司如有損失，得請求賠償。 本公司知危險增加後，仍繼續收受保險費，或於危險發生後，給付賠償金額，或其他維持契約之表示者，喪失前項之權利。 危險減少時，要保人或被保險人得請求重新核定費率減低保險費。本公司對上述減少保險費不同意時，要保人得終止契約。其終止後之保險費已交付者，本公司按日數比例返還之。 第十六條：停效與復效 有下列情形之一者，除經本公司書面同意並簽發批單者外，本保險契約對於該項保險標的物之保險效力即告停止，對於效力停止後所發生之損失，本公司不負賠償責任： 一、承保之建築物或置存承保之動產之建築物，連續三十日以上無人看管或使用者。 二、承保之動產搬移至本保險契約所載地址以外之處所者。 保險契約因前項情形而效力停止者，於停止原因消失後其效力即自動恢復。停效期間之保險費本公司按日數比例退還。 第十七條：保險標的物之移轉 被保險人破產時，本公司得於被保險人破產宣告之次日起三個月內終止本保險契約。終止後之未滿期保險費按日數比例退還。 被保險人死亡時，本公司得於被保險人死亡之日起屆滿三個月後終止契約。終止後之未滿期保險費按日數比例計算。 保險標的物因第二項以外之原因移轉時，除經本公司以批單載明同意繼續承保外，本保險契約於保險標的物移轉時失其效力。失效前之保險費按日數比例計算。 第十八條：保險標的物之毀損或滅失 保險標的物非因保險契約所載之保險事故而完全滅失時，保險契約即為終止。 保險標的物受部份損失者，保險人與要保人均有終止契約之權。

		第一項終止後，已交付未滿期保險費本公司按日數比例退還。 第二項終止後，已交付未損失部份之未滿期保險費本公司按日數比例退還。 第十九條：契約之終止 除本保險契約另有約定外，要保人或被保險人與本公司均有終止之權。 要保人或被保險人終止契約者，終止日除契約另有約定外，自終止之書面送達本公司之時起契約失其效力，對於終止前之保險費本公司按短期費率計算。要保人行使本項之終止權，應獲得被保險人同意。 本公司終止契約者，應於終止日前十五日通知要保人或被保險人。本公司終止契約後應返還之未滿期保險費應按日數比例計算，並於終止生效日前給付。 第二十條：維護與損失防止 被保險人對保險標的物應定期檢查，對建築物內所裝置之消防及火災警示系統應善加維修，對通道及安全門應保持暢通。 本公司得隨時派人查勘保險標的物，如發現前項所述設施全部或一部損壞或功能失常，得建議被保險人修復後再行使用，如要保人或被保險人不接受建議者，本公司得以書面終止本保險契約或其有關部分。終止後，本公司按日數比例計算退還未滿期保險費。 承保危險事故發生後，如經鑑定係因要保人或被保險人未盡合理方法維護標的建築物所致者，對於因而增加之損失本公司不負賠償責任。 第二十一條：單據保存 對於本保險契約所承保之保險標的物，被保險人應保留原始單據，開列清冊，並妥善存放，俾便於承保危險事故發生時，能有完整資料提供本公司進行損失之理算。 第二十二條：契約內容之變更 本保險契約之任何變更，非經本公司簽批同意，不生效力。 **第 六 章　理賠事項** 第二十三條：承保危險事故發生之通知 遇有承保之危險事故發生時，被保險人應於知悉後五日內通知本公司。要保人、被保險人之代理人或被保險人以外之其他有保險賠償請求權之人亦得依本項約定為危險事故發生之通知。 未依前項約定為通知者，其因而擴大之損失，本公司不負賠償責任；其因而致使本公司發生損失，本公司得請求被保險人賠償。 第二十四條：權利之保留 本公司於接到承保危險事故發生之通知後，為確定賠償責任所採取之查勘、鑑定、估價、賠償理算、證據蒐集以及依據第二十三條第一項之處置等行為，不影響本公司於本保險契約所得行使之權利。 第二十五條：損失擴大之防止 遇有本保險契約承保之危險事故發生時，要保人或被保險人應立即採取必要合理之措施，以避免或減輕保險標的物之損失，並保留其對第三人所得行使之權利。 要保人或被保險人履行前項義務所支出之費用，本公司於其必要合理範圍內負償還之責。其償還數額與賠償金額，合計雖超過保險金額，仍應償還。但保險金額低於保險標的物之價值時，本公司之償還金額，以保險金額對保險標的物價值之比例定之。 第二十六條：損失現場之處理 遇有本保險契約所承保之危險事故發生，要保人或被保險人除依前條規定為必要之緊急措施或為公共利益或為避免擴大損失外，應保留受損及可能受損之保險標的物，並維持現狀。本公司得隨時查勘發生事故之建築物或處所及被保險人置存於該建築物內或處所之動產，並加以分類、整理、搬運、保管或作其他必要合理之處置。 要保人或被保險人無正當理由拒絕或妨礙本公司執行前項之處置者，喪失該項損失之賠償請求權。 第二十七條：理賠手續 要保人、被保險人或其他有保險賠償請求權之人應於知悉保險事故發生後三十日內，或經本公司同意展延之期間內，自行負擔費用，提供賠償申請書及損失清單，向本公司請求賠償。如有必要時，本公司得要求要保人、被保險人或其他有保險賠償請求權之人提供相關證明文件或證據。 第二十八條：保險標的物之理賠 保險標的物因承保危險事故發生所致之損失，本公司以該保險標的物承保危險事故發生時之實際價值為基礎賠付之。 保險標的物之保險金額低於承保危險事故發生時之實際價值者，本公司僅按保險金額與該實際價值之比例負賠償之責。

		保險標的物之保險金額高於承保危險事故發生時之實際價值者，本保險契約之保險金額僅於該實際價值之限度內為有效。但有詐欺情事時，本公司得解除契約，如有損失並得請求賠償。無詐欺情事時，本保險契約之保險金額及保險費，均按照保險標的物之實際價值比例減少。 第二十九條：一套或一組保險標的物之理賠 任何一套或一組承保之動產遇有部分損失時，應視該損失部分對該動產在使用上之重要性及價值之比例，合理估定損失金額，不得因該損失部分即將該動產視為全損。 第三十條：自負額 對於承保危險事故所致之每一次損失，被保險人須先負擔本保險契約所載明之自負額，本公司僅就理算後應賠償金額超過自負額部分之損失負賠償責任。 如有複保險或其他保險同時應負賠償責任時，除另有約定外，應按個別之自負額扣減。 承保危險事故發生後，如保險金額低於保險標的物之實際價值者，本公司按保險金額對保險標的物之實際價值之比例計算損失額，再行扣除自負額後負賠償責任。 第三十一條：給付期限 本公司以現金為賠付者，應於被保險人或其他有保險賠償請求權之人檢齊文件、證據及賠償金額經雙方確認後十五天內為賠付。若因可歸責於本公司之事由而遲延者，應給付遲延利息年利一分。本公司正常鑑認承保之危險事故及損失之行為，不得視為可歸責本公司之事由。 本公司以回復原狀、修復或重置方式為賠償者，應於合理期間內完成回復原狀、修復或重置。 第三十二條：複保險 對於同一保險標的物，如同時或先後向其他保險人投保相同之保險，致保險金額之總額超過保險標的物之價值者，要保人或被保險人應立即將其他保險人之名稱及保險金額通知本公司。 要保人或被保險人故意不依前項規定為通知，或意圖不當得利而為複保險者，本保險契約無效。保險費已收受者，本公司不予退還，尚未收受者，本公司得請求交付。 本保險契約有善意複保險情形者，本公司得為如下之處理： 一、於承保危險事故發生前，本公司經要保人或被保險人通知後，得減低本保險契約之保險金額，並按減低之保險金額及未滿期保險期間，比例退還保險費。 二、於承保危險事故發生後，僅按本保險契約之保險金額對全部保險契約保險金額總額之比例負賠償責任。 第三十三條：其他保險 除前條情形外，保險標的物在承保之危險事故發生時，如另有其他保險契約同時應負賠償責任，本公司僅按本保險契約之保險金額與總保險金額之比例負賠償責任。 前項所稱其他保險契約不包括責任保險及保證保險契約。 第三十四條：回復原狀 本公司對應負賠償責任之毀損標的物，得決定一部或全部回復原狀或以實物賠償。回復原狀，係指在合理範圍內回復至類似保險標的物未毀損前之狀態而言，並非指與原狀絲毫無異。為回復原狀本公司所需支付費用，以不超過保險金額為限。 本公司如願為回復原狀，則被保險人應自行負擔費用，供給本公司所需之圖樣、說明書、尺寸、數量及其他合理而必要之詳細資料。 如因建築法規或其他法令或其他事由致本公司不能修復或回復原狀時，則本公司之賠償責任，以假定該項保險標的物得以修復或回復原狀時實際所需之費用為限，但不得超過保險金額。 第三十五條：賠償責任之限制 對於承保之危險事故發生所致保險標的物之損失，除本保險契約另有規定者外，本公司僅於本保險契約所載之保險金額範圍內負賠償責任。 於本保險有效期間內因承保之危險事故發生而本公司依本保險契約之規定為賠償者，此項賠償金額應自保險金額中扣除。但保險標的物修復或重置後，要保人得按日數比例加繳保險費，恢復保險金額或重新約定保險金額。 如未恢復保險金額或重新約定保險金額者，若再有保險事故發生，本公司僅就保險金額之餘額負賠償責任。一次或多次理賠之賠償金額累積達保險金額時，本保險契約失其效力。 第三十六條：禁止委棄 保險標的物因承保之危險事故發生遭受部分損失時，被保險人或其他有保險賠償請求權之人非經本公司同意不得將之委棄予本公司，而要求本公司按全損賠償。 第三十七條：消滅時效

		由本保險契約所生之權利，自得為請求之日起，經過二年不行使而消滅。有下列各款情形之一者，其期限之起算，依各該款之規定： 一、要保人或被保險人對於危險之說明，有隱匿遺漏或不實者，自本公司知情之日起算。 二、承保危險事故發生後，利害關係人能證明其非因疏忽而不知情者，自其知情之日起算。 第三十八條：代　位 被保險人因本保險契約承保範圍內之損失而對於第三人有賠償請求權者，本公司得於給付賠償金額後，於賠償金額範圍內代位行使被保險人對於第三人之請求權。 前項情形，被保險人對第三人有賠償請求權以外之其他權利時，被保險人同意轉讓該權利予本公司。 本公司就保險標的物之全部或一部以全損賠付被保險人或其他有保險賠償請求權之人時，被保險人同意轉讓該已賠付保險標的物之所有權予本公司。 第三十九條：合作協助 本公司依第三十四條之規定行使權利時，要保人、被保險人或其他有保險賠償請求權之人應協助本公司蒐集人證、物證或出庭作證，提供本公司所要求之資料及文書證件，並不得有任何妨害之行為。 要保人、被保險人或其他有保險賠償請求權之人違反前項之約定時，本公司得請求損害賠償。 因第一項所生之合理必要費用，由本公司負擔。 第四十條：損失之賠償 本保險契約係依約定方式賠償保險標的物損失之契約。被保險人或其他有保險賠償請求權之人不得藉保險而獲得損失補償以外之不當利益。被保險人或其他有保險賠償請求權之人之損失，如已由第三人予以賠償時，就該已獲賠償部分不得再向本公司請求賠償。本公司因不知被保險人或其他有保險賠償請求權之人已獲得第三人賠償而仍予賠付時，得請求退還該部分之賠償金額。 第四十一條：仲　裁 對於本保險契約賠償金額有爭議時得經要保人、被保險人及本公司同意後交付仲裁。仲裁時，其程序及費用依仲裁法及相關法規規定辦理。 第四十二條：管轄法院 因本保險契約涉訟時，除當事人另有約定外，以保險標的物所在地之中華民國地方法院為管轄法院。 **第 七 章　法令之適用** 第四十三條：法令之適用 本保險契約未約定之事項，悉依照中華民國保險法或其他法令之規定辦理。
(三)	明台產物商店綜合保險	本商品已停售
(四)	明台產物店舖綜合保險	本商品已停售
(五)	明台產物爆炸保險附加條款	第一條：承保範圍 茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因爆炸所致之毀損或滅失，依本附加條款之約定，負賠償責任。 **第二條：爆炸之除外範圍** **下列各項不屬於本附加條款所稱爆炸之範圍：** **一、震動；但由於爆炸所引起者，不在此限。** **二、電弧驟發。** **三、水衝（Water　Hammer）。** **四、水管之爆炸或豁裂。** **五、音爆（Sonic　Boom）。** **第三條：不保事項** **本公司對於下列毀損或滅失，不負賠償責任：** **一、任何性質之附帶損失（Consequential　Loss）。** **二、蒸氣設備、鍋爐、預熱器、汽管、蒸氣或瓦斯透平、蒸汽引擎、內燃機、油壓機或水壓機及其他使用壓力之器具設備（均包括其附屬設備）發生爆炸、豁裂或碎裂所致本身之損失。** **三、機器設備之轉動或活動部份，因離心力作用或機件損壞引起豁裂或碎裂所致之損失。**

		第四條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(六)	明台產物地震保險附加條款	**第一條:承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因地震所致之毀損或滅失，依本附加條款之約定，負賠償責任。** 第二條:自負額 因第一條所列每一次危險事故所致之毀損或滅失，本公司僅就理算後應賠償金額超過自負額部分負賠償責任。 前述事故，在連續七十二小時內發生一次以上時，仍視同一次事故辦理。 如有複保險或其他保險同時應負賠償責任時，除另有約定外，應按個別之自負額扣減。 如有不足額保險，本公司先按不足額保險比例計算賠償額，再扣減自負額後負賠償責任。 **第三條:不保事項** **本公司對於下列毀損或滅失，不負賠償責任:** **一、土地改良費用及任何性質之附帶損失(Consequential Loss)。** **二、不論直接或間接因地震引起洪水或海潮高漲所致之損失。** 第四條:條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(七)	明台產物颱風及洪水保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定保險費後，本公司對於保險標的物在本附加條款有效期間內直接因颱風或洪水所致標的物之毀損或滅失，依本附加條款之約定，負賠償責任。** 第二條：定義 本附加條款之名詞定義如下： 一、颱風：本附加條款所稱颱風係指經中央氣象局就台灣地區發布有陸上颱風警報者。 二、洪水：本附加條款所稱洪水係指由海水倒灌、海潮、河川、湖泊、水道之水位突然暴漲、氾濫，或水壩、水庫、堤岸崩潰，或豪雨、雷雨之積水導致地面遭水迅速淹沒之現象。 第三條：自負額 對於第一條所列每一次危險事故所致之毀損或滅失，被保險人須先負擔本附加條款所載明之自負額，本公司僅就理算後應賠償金額超過自負額部分負賠償責任。 如有複保險或其他保險同時應負賠償責任時，除另有約定外，應按個別之自負額扣減。 如有不足額保險，本公司先按不足額保險比例計算賠償額，再扣減自負額後負賠償責任。 陸上颱風警報解除後，再度發佈之陸上颱風警報視為另一次事故，仍依照本條第一、二、三項自負額約定辦理。 洪水退去七十二小時後，再度發生洪水時視為另一次事故，仍依照本條第一、二、三項自負額約定辦理。 **第四條：不保事項** **本公司對於下列毀損或滅失，不負賠償責任：** **一、任何性質之附帶損失(Consequential Loss)。** **二、因雨水、砂塵等引起之損失;但承保建築物或置存保險標的物之建築物，其屋頂、門窗、 通氣口或牆壁先直接遭受颱風損壞，造成破孔，致使該承保建築物之內部裝修或置存於建築物內之保險標的物，遭受雨水或砂塵等所致之損失，不在此限。** **三、因冰霜、暴風雪所致之損失。** **四、不論直接或間接因颱風或洪水引起地層滑動或下陷、山崩、地質鬆動、沙及土壤流失（包括土石流）所致之損失。** **五、圍牆及其大門或置存於露天之保險標的物（裝置在固定地點之露天機器設備及貯槽除外）所遭受之損失，但經特別約定者，不在此限。** **六、金屬煙囪、室外廣告設備及招牌，或其他室外裝修所遭受之損失，但經特別約定者，不在此限。** **七、在翻造或修建中之承保建築物，因外部門窗及其他開口缺乏完善之防風防雨設備所遭受之損失。** **八、不論直接或間接因所承保之危險事故引起爆炸豁裂所致之損失。** **九、因撒水器設備、水槽、水管、或其他供水、儲水設備破毀或溢水所致之損失。** 第五條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。

(八)	明台產物航空器墜落、機動車輛碰撞保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因航空器及其墜落物或在陸地上或軌道上行駛之機動車輛所致保險標的物之毀損或滅失，依本附加條款之約定，負賠償責任。** **第二條：不保事項** **本公司對於下列毀損或滅失，不負賠償責任：** **一、任何性質之附帶損失(Consequential Loss)。** **二、被保險人所有或操作之航空器或機動車輛所致之損失。** **三、圍牆及其大門走道或草地，被機動車輛碰撞所致之損失。** **四、航空器、機動車輛及其所載物品之損失；但在製造中或儲存中而未經裝載之航空器或機動車輛，不在此限。** 第三條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(九)	明台產物罷工暴動、民眾騷擾、惡意破壞行為保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因下列危險事故所致之毀損或滅失，依本附加條款之約定，負賠償責任：** **一、任何人參加擾亂公共安寧之行為(不論是否與勞方之罷工或資方之歇業有關)。** **二、治安當局為鎮壓前項擾亂或為減輕其後果所採取之行為。** **三、任何罷工者為擴大其罷工或被歇業之勞工為抵制歇業之故意行為。** **四、治安當局為防止前項行為或為減輕其後果所採取之行動。** **五、任何人非因政治、宗教、信仰、意識型態或其他類似意圖之目的之故意破壞或惡意破壞行為。** **第二條：不保事項** **本公司對於下列毀損或滅失，不負賠償責任：** **一、任何性質之附帶損失(Consequential Loss)。** **二、由於全部或部份停工或任何工作過程受延滯、阻礙、或停頓所致之損失。** **三、由於政府或任何地方機構之徵收、充公所致之損失，或因封鎖或海關管制而遭受之損失。** **四、由於建築物臨時或永久被非法佔用所致之損失。** **五、由於核子武器或其物料，直接或間接所致之損失。** **六、任何直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任。** **所謂恐怖主義(Terrorism)係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。** **七、要保人、被保險人或其家屬之故意行為所致之損失。** **八、戰爭、侵略、外敵行為、敵對狀態、或類似之情形(不論宣戰與否)、內戰、謀反、革命、叛亂或因叛亂軍事力或謀反事件所致之群眾騷擾。** 第三條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(十)	明台產物第三人意外責任保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內因火災或爆炸所致第三人體傷、死亡或財物損害，依法應由被保險人負賠償責任而受賠償請求時，依本附加條款之約定，負賠償責任。** 第二條：名詞定義 本附加條款所稱第三人係指下列以外之人： 一、被保險人及其受僱人 所稱被保險人之受僱人，係指受僱於被保險人，受有人事管理約束，並受領薪資之人，或與被保險人訂有服務契約關係之人。但上班時間外非執行職務之受僱人視為第三人。 二、為被保險人執行承包業務之承包商及其受僱人。 所謂執行承包業務係指在承包工作地點執行承包工作及往返該地點途中而言。 第三條：自負額 在本附加條款有效期間內，因第一條承保事故所致任何一次賠償金額，被保險人須先行負擔第三人體傷及死亡部分新臺幣二仟元，第三人財物損害部分新臺幣一萬元。本公司僅就理算後應賠償金額超過自負額部分負賠償責任。 如有複保險或其他責任保險時，除本附加條款另有約定外，應按個別之自負額扣減。

		第四條：賠償責任之限制 依本附加條款之約定，應由本公司對被保險人負賠償責任時，悉以本附加條款「保險金額」欄所載之保險金額為限。 本附加條款所載「每一個人體傷責任之保險金額」，係指在任何一次意外事故內對每一個人體傷個別所負之最高賠償責任而言。 本附加條款所載「每一個人死亡責任之保險金額」，係指在任何一次意外事故內對每一個人死亡個別所負之最高賠償責任而言。 本附加條款所載「每一意外事故體傷及死亡責任之保險金額」，係指在任何一次意外事故傷亡人數超過一人時，本公司對所有傷亡人數所負之最高賠償責任而言。但仍受「每一個人體傷責任」及「每一個人死亡責任」保險金額之限制。 本附加條款所載「每一意外事故財損責任之保險金額」，係指在任何一次意外事故內對所有受損之財物所負之最高賠償責任而言。 本附加條款所載「保險期間內之最高賠償金額」，係指在本附加條款有效期間內賠償請求次數超過一次時，本公司所負之累積最高賠償責任而言。 本附加條款之被保險人不只一人時，本公司所負之賠償責任，仍以本附加條款所訂明之各項保險金額為限。 **第五條：除外責任** **本公司對於下列事故所致之賠償責任，不負賠償之責：** **一、 因被保險人經營或兼營非本附加條款所載明之業務或執行未經主管機關許可之業務或** **從事非法行為或因被保險人之故意行為所致之賠償責任。** **二、任何性質之附帶損失。** **前述所稱附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。** **三、被保險人以契約或協議所承受之賠償責任。但縱無該項契約或協議存在時仍應由被保險人負賠償責任者，不在此限。** **四、被保險人向人租賃、代人保管、管理或控制之財物，受有損失之賠償責任。** **五、對被保險人之家屬或受雇人因體傷、死亡或財物損害之賠償責任。** **六、因被保險人所有、使用或管理航空器、船舶及機動車輛所致之賠償責任。** **七、因修繕或營建工程所致之賠償責任。** 第六條：保險事故之通知與處置 被保險人於本附加條款有效期間內因發生本附加條款約定承保之賠償責任時，應按下列約定辦理： 一、應於被保險人受賠償請求後五日內通知本公司。 二、立即採取必要合理措施以避免或減少損失；必要時應先進行法律程序，以保護其應有之權益。 三、於知悉有被起訴或被請求賠償時，應將收到之賠償請求書、法院令文、傳票或訴狀等影本送交本公司。 四、本公司認為必要時得要求被保險人提供有關資料及文書證件，或出庭作證、協助鑑定、勘驗、或為其他必要的調查或行為。 第七條：賠償請求應遵守之約定 被保險人對於本附加條款承保範圍內之賠償責任，應遵守下列之約定： 一、除必要之急救費用外，被保險人對於第三人就其責任所為之承認、和解或賠償，須經本公司參與或事先同意。但經要保人或被保險人通知本公司參與，而無正當理由拒絕或藉故遲延者，不在此限。 二、被保險人於取得和解書、法院確定判決或仲裁判斷書及有關單據後，得向本公司請求賠償。本公司得經被保險人通知，直接對第三人給付賠償金額。 第八條：抗辯與訴訟 被保險人因發生本保險契約承保之意外事故，致被起訴或受賠償請求時： 一、本公司經被保險人之委託，得就民事部份協助被保險人進行抗辯或和解，所生費用由本公司負擔，但應賠償金額超過保險金額者，若非因本公司之故意或過失所致，本公司僅按保險金額與應賠償金額之比例分攤之；被保險人經本公司之要求，有到法院應訊並協助覓取有關證據及證人之義務。 二、本公司經被保險人之委託進行抗辯或和解，就訴訟上之捨棄、承諾、撤回或和解，非經被保險人書面同意不得為之。 三、被保險人因處理民事賠償請求所生之費用及民事訴訟所生之費用，事前經本公司同意者，由本公司償還之。但應賠償之金額超過保險金額者，本公司僅按保險金額與賠償金額之比例分擔之。 四、被保險人因刑事責任所生之一切費用，由被保險人自行負擔，本公司不負償還之責。 第九條：代位 被保險人因本保險契約承保範圍內之損失而對於第三人有損失賠償請求權者，本公司得於

		履行理賠責任後，於理賠金額範圍內代位行使被保險人對於第三人之請求權。被保險人應協助本公司進行對第三人之請求，但其費用由本公司負擔。 被保險人不得免除或減輕對第三人之請求權利或為任何不利本公司行使該項權利之行為，否則理賠金額雖已給付，本公司仍得於受妨害而未能請求之範圍內請求被保險人返還之。 第十條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(十一)	明台產物租金損失保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於在本附加條款有效期間內，直接因發生承保之危險事故致本保險契約所載明之承保保險標的物毀損或滅失，而直接引起租金之實際損失(Actual Loss Sustained)，依本附加條款之約定，負賠償責任。但本公司之賠償責任以不超過本附加條款之保險金額為限** 第二條：定義 本附加條款之名詞定義如下： 一、租金收入：係指承保保險標的物，出租他人使用部份，若未發生保險事故時，所能賺取之租金收入。 二、租金費用：係指承保保險標的物，供自行使用部分，因發生保險事故時，致被保險人須向外承租使用，所需負擔之合理租金費用。 第三條：賠償損失計算期間 第一條所稱租金之實際損失(Actual Loss Sustained)，係指租金損失期間所減少之租金收入，或增加之租金支出之費用。 租金損失期間之計算，以自本保險契約載明之保險標的物發生毀損或滅失時起，至被保險人儘速重建完成、修復或重置該保險標的物所需要之期間為止，該期間雖延至本保險契約到期日以後亦不受限制。 第四條：保險金額之約定 本附加條款之保險金額以被保險人預計租金收入或租金費用為準，最高以十二個月為基礎。 第五條：自負額 本附加條款之承保範圍內之任何一次損失自負額為三天之損失，但另有約定者，從其約定。凡自損失或保險事故發生時起算，其確定租金損失期間不超過三天者或約定日數，本公司不負賠償責任，而確定租金損失期間超過三天者，本公司僅就超過部份負賠償責任。 第六條：補償限額 本附加條款之補償金額每月以不超過保險契約所約定之每月補償金額為限，最長不超過十二個月為限。 第七條：儘速復原所發生之額外費用 本保險契約載明之保險標的物直接因發生承保之危險事故而致毀損或滅失後，被保險人對於本保險契約載明之保險標的物，應儘速恢復其全部或部份使用功能，以降低損失。而其所生之必要且合理之額外費用，本公司亦負賠償責任。但本項費用不包括滅火費用 前項費用不得超過其因而所減少之租金損失。該項費用與租金之賠償金額之合計，以不超過本附加險之保險金額為限。 第八條：理賠文件之提供 遇有保險事故發生本公司需予理賠時，要保人或被保險人應提供損失標的物之租賃合約及相關證明文件，以利本公司進行損失之理算。 **第九條：特別不保之事項** **本公司對下列損失，不負賠償責任。** **一、其他附帶損失（Consequential Loss）。** **二、政府命令之拆除或焚毀所增加之租金損失。** **三、受毀損之保險標的物於重建、修復或重置期間，因遭受罷工、暴動、民眾騷擾、他人之惡意破壞行為或恐怖主義份子之破壞行動，所增加之租金損失；即使本保險契約已承保附加罷工、暴動、民眾騷擾、惡意破壞行為保險及恐怖主義保險時亦同。** **四、由於租賃權之終止、租賃契約解除、撤銷所致之損失。但該終止、解除、撤銷係因本保險契約承保之危險事故發生所致者，則本公司仍負賠償責任。** 第十條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。

(十二)	明台產物自動消防滲漏裝置保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因自動消防裝置意外滲漏或噴射水或其他物質，或因其水源倒塌、崩潰所致之毀損滅失，依本附加條款之約定，負賠償責任。** 第二條：定義 本附加條款之名詞定義如下： 本附加條款所稱自動消防裝置係指撒水頭、配管(包括其組成附件及支架)、閥類、水源、幫浦、壓力水槽、警報裝置及自備之消防水管等而言。上列各項必須經常與自動或非自動消防設備、消防栓、連結水管、配水管或水帶相連接，而成為消防系統。 **第三條：不保之原因** **本公司對下列原因導致自動消防裝置發生前述意外滲漏、噴射或其水源倒塌、崩潰所致保險標的物之毀損或滅失，不負賠償責任：** **一、非由於本保險契約所承保之火災引起之熱。** **二、鍋爐或飛輪豁裂或碎裂。** **三、修繕或加建建築物。** **四、修繕、改裝、擴充或遷移自動消防裝置。** **五、冰凍。** **六、自動消防裝置建造不良而要保人或被保險人所知情者。** **第四條：不保事項** **本公司對於下列毀損或滅失，不負賠償責任：** **一、任何性質之附帶損失(Consequential Loss)。** **二、自動消防裝置本身之毀損。** **三、挖土、土方修整或填土之費用。** **四、下列各項之拆除、清理及重造費用：** **(一)磚、石或混凝土基礎，包括機器、鍋爐、發動機等之基礎。** **(二)在平面以下之樁材、管線、溝渠等。** **五、照像軟片、記錄帶之毀損；但其未使用前本身之價值，不在此限。** 第五條：自動消防裝置之維護 要保人或被保險人在本附加條款有效期間內，應保持自動消防裝置及自動消防警報器性能良好。 第六條：自動消防裝置變動之通知 要保人或被保險人如欲改裝或加裝或修護自動消防裝置時，應以書面通知本公司。 第七條：契約之中止 本公司得隨時查勘自動消防裝置；倘發現有缺陷而請要保人或被保險人修改時，本公司得將本附加險效力中止，直至該項修改經本公司認為滿意時止。 第八條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(十三)	明台產物煙燻保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因意外煙燻所致之毀損或滅失，依本附加條款之約定，負賠償責任。** **第二條：不保事項** **本公司對於下列毀損或滅失，不負賠償責任：** **一、任何性質之附帶損失(Consequential Loss)。** **二、由於烹飪或使用火爐、壁爐或香爐產生之煙燻。** **三、在生產製造過程中產生之煙燻。** 第三條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(十四)	明台產物水漬保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因下列危險事故所致之毀損或滅失，依本附加條款之約定，負賠償責任：** **一、水槽、水管或其他儲水設備破損或溢水。** **二、一切供水設備、蒸氣管、冷暖氣及冷凍設備之水蒸氣之意外滲漏。** **三、雨水、雪霜由屋頂、門窗或通氣口進入屋內。** **第二條：不保事項**

		本公司對於下列毀損或滅失，不負賠償責任： **一、任何性質之附帶損失（Consequential Loss）。** **二、水槽、水管或其他儲水設備本身之損失。** **三、自動消防裝置滲漏所致之損失。** **四、洪水、潮汐或地上水之氾濫及颱風所致之損失。** **五、溝渠、下水道溢流或倒灌所致之損失。** **六、由建築物牆壁、地基、地下室或邊道溢流滲漏所致之損失。** **七、損失發生後因被保險人重大過失所致之擴大損失。** **八、因固有瑕疵、正常耗損、乾裂、鏽蝕、蟲蛀所致之損失。** **九、因氣候變化引起潮溼及發霉所致之損失。** **十、雨水、雪霜經由已毀損屋頂、門窗或通氣口進入屋內所致之損失。** **十一、置存於露天或未完全關閉處所之保險標的物(裝置在固定地點之露天機器設備及貯槽除外)所致之損失；但經特別約定者，不在此限。** 第三條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(十五)	明台產物竊盜保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因他人不法侵入置存保險標的物之處所，從事竊盜所致保險標的物之毀損或滅失，依本附加條款之約定，負賠償責任。** **置存保險標的物之建築物因遭受竊盜所致之損失，本公司負賠償責任；但該毀損之建築物以被保險人所自有者為限。** 第二條：定義 本附加條款名詞定義如下： 一、處所：本附加條款所稱之「處所」係指置存保險標的物之建築物，包括可以全部關閉之車庫及其他附屬建築物，但不包括庭院。 二、竊盜：本附加條款所稱之「竊盜」係指除被保險人或其家屬或其受僱人或與其同住之人以外之任何人企圖獲取不法利益，毀越門窗、牆垣、或其他安全設備，並侵入置存保險標的物之處所，而從事竊取、搶奪或強盜之行為。 第三條：賠償總額之限制 本公司在本附加條款有效期間內之賠償總額，以本附加條款所約定保險標的物之總保險金額為限。 **第四條：不保事項** **本公司對於下列毀損或滅失，不負賠償責任：** **一、任何性質之附帶損失(Consequential Loss)。** **二、要保人、被保險人或其家屬或其受僱人之縱容、主謀、共謀，或串通所致之竊盜損失。** **三、保險標的物存放於露天或未全部關閉之建築內所遭受之竊盜損失。** **四、被保險人對於保險標的物所受之損失，無法證明確係由於竊盜所致者。** 第五條：危險事故發生後之處理 被保險人於知悉保險標的物被竊盜後，應立即向警察機關報案說明被竊盜情形，提出損失清單，並儘可能採取必要步驟，協助偵查尋求竊盜犯，及追回被竊盜保險標的物。 被保險人應於知悉保險標的物被竊盜後二十四小時內通知本公司，並於七日內提供賠償申請書及損失清單。 第六條：部分損失之賠償 任何一套或一組保險標的物遇有部份損失時，應視該損失部份對該套或該部份在使用上之重要性及價值之比例，作合理之賠償，不得因該損失部份即將該套或該部份視為全損。 第七條：保險標的物追回之處理 被竊盜保險標的物經本公司賠償後，其所有權應歸本公司，如經追回，被保險人願意收回時，被保險人應將該項賠償金或代置費用退還本公司。 第八條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(十六)	明台產物營業中斷保險附加條款（製造業適用）	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於在本附加條款有效期間內，因發生承保之危險事故致本保險契約所載處所內之保險標的物（成品除外）毀損或滅失，而直接導致營業中斷之實際損失及恢復營業所生之費用，依本附加條款之約定，負賠償責任。** 第二條：定義

		本附加條款之名詞定義如下： 一、原料（Raw Stock）：係指被保險人用以製造為製成品之材料。 二、在製品（Stock in Process）：係指在本保險契約載明之處所內已投入製造過程中，但尚未成為成品之加工中原料。 三、成品（Finished Stock）：係指為被保險人所製造完成，並依通常營業過程已可供包裝、運送或出售之產品。 四、商品（Merchandise）：係指為被保險人所儲存以備出售之貨物，但非被保險人製造之產品。 五、營業毛利：係指營業收入總額減去營業成本總額(詳保險金額估算表)。 六、持續費用（Continuing Expenses）：係指於營業中斷期間必須繼續支付的費用。 七、非持續費用（Non—Continuing Expenses）：係指於營業中斷期間不必繼續支付的費用。 八、營業淨損(Net Loss)：係指持續費用加非持續費用合計大於營業毛利時。 九、連續工作天(Consecutive Working Days)：係指被保險人於正常營業情況下之實際工作日數之總和。 第三條：保險金額 要保人或被保險人得就實際需求，選擇下列其中一種，約定保險金額，並詳填於保險金額估算表： 一、營業毛利減非持續費用；或； 二、持續費用。 要保人或被保險人亦得就前項有關費用部分之直接人工成本，選擇全年投保或不投保。 第二項營業毛利及費用之計算應以十二個月為基礎。 於決定營業毛利及費用時，應考量未發生損失時之營業經驗及其將來可能之營業趨勢。 第四條：共保百分比 被保險人投保時，得依其預估營業中斷期間及最大的可能損失，約定共保百分比，調整保險金額。 第五條：賠償損失範圍 第一條所稱營業中斷之實際損失(Actual Loss Sustained)，於： 一、投保營業毛利減非持續費用者，係指營業中斷期間內，所減少之營業毛利扣除中斷期間不必繼續支付之各項非持續費用後之餘額。 二、投保持續費用者，係指營業中斷期間內，所支付之持續費用；但如有營業淨損時，該持續費用須扣除營業淨損之金額。 第一項營業中斷期間之計算，係自保險標的物遭受毀損或滅失時起，至被保險人以最大努力最快速度重建完成、修復或重置該保險標的物之日止；該營業中斷期間雖延至本保險契約到期日以後，亦不受限制。 第六條：自負額 本附加條款承保範圍內之任何一次損失自負額為五個連續工作天（Consecutive Working Days）之損失，但另有約定者，從其約定。 凡自損失或保險事故發生時起算，其確定營業中斷期間不超過五個連續工作天者，本公司不負賠償責任，而確定營業中斷期間超過五個連續工作天者，本公司僅就超過自負額之損失部份負賠償責任。 第七條：恢復營業 被保險人以下列方法恢復營業減少因營業中斷所致之損失，於計算損失金額時，應將該減少之金額自損失金額內扣除： 一、利用保險標的物(無論本附加條款載明之保險標的物是否已遭受毀損)，以恢復全部或部份營業。 二、利用本附加條款所載地點之其他財產或其他地點之財產以恢復全部或部份營業。 三、利用本附加條款所載地點或其他地點之原料、在製品或成品，以恢復全部或部份營業。 四、利用本附加條款所載地點或其他地點之商品，以恢復全部或部份營業。 第八條：恢復營業所生之費用 本公司對於下列費用亦負賠償責任： 一、被保險人因採取第七條所列方式儘速恢復營業以減輕營業中斷損失所生之必要且合理之額外費用；但不包括滅火費用。 二、被保險人補充成品以減輕營業中斷損失所發生之額外費用。 前項費用之總和不得超過其因而所減少之營業中斷損失，且不受本附加條款第十一條不足額保險比例分攤之限制。但該項費用與營業中斷之賠償金額之合計，以不超過本附加條款之保險金額為限。 **第九條：不保之事項**

		本公司對下列損失，不負賠償責任。 **一、其他附帶損失(Consequential Loss)。** **二、政府命令之拆除或焚毀所增加之營業中斷損失。** **三、受毀損之保險標的物於重建、修復或重置期間，因遭受罷工、暴動、民眾騷擾、他人之惡意破壞行為或恐怖主義份子之破壞行動所增加之損失；即使本附加條款已承保附加罷工、暴動、民眾騷擾、惡意破壞行為保險及恐怖主義保險時亦同。** **四、由於租賃權之終止、特許權逾期失效、契約或訂貨單遭解除、取消所致之損失。但該終止、失效、解除或取消係因本附加條款承保之營業中斷所致者，則本公司仍負賠償責任。** 第十條：理賠文件之提供 遇有保險事故發生本公司需予理賠時，要保人或被保險人應儘速提供過去年度之財務報表、營業計劃表及相關証明文件等，以利本公司進行損失之理算。 要保人或被保險人違反前項義務者，其因而擴大之損失，本公司不負賠償之責。 第十一條：營業中斷損失之理賠 投保營業毛利減非持續費用者之理賠： 一、於保險事故發生時，倘本附加條款之保險金額低於營業毛利扣除非持續費用後乘約定共保百分比所得金額者，本公司僅按該保險金額對營業毛利扣除非持續費用後乘約定共保百分比所得金額之比例負賠償責任，但以不超過本附加條款之保險金額為限。 二、於保險事故發生時，倘本附加險之保險金額超過營業毛利扣除非持續費用後乘共保百分比所得之金額者，本公司按營業中斷之實際損失負賠償責任，但以不超過本附加條款之保險金額為限。三、理賠計算式： 營業中斷之實際損失 x 保險金額 / (營業毛利-非持續費用) x 約定共保百分比 四、本項第一、二、三款之營業毛利及非持續費用應與保險金額估算表所列投保項目一致。其計算係自保險標的物遭受毀損或滅失之日開始起算，在未來十二個月期間內，若未發生損失時，經考量營業經驗及趨勢後，而可預期達成之營業毛利或可預期發生之非持續費用。 投保持續費用者之理賠： 一、於保險事故發生時，倘本附加條款之保險金額低於持續費用乘約定共保百分比所得金額者，本公司僅按保險金額對持續費用乘約定共保百分比所得金額之比例負賠償之責，但以不超過本附加條款之保險金額為限。 二、於保險事故發生時，倘本附加條款之保險金額超過持續費用乘約定共保百分比所得金額者，本公司按營業中斷之實際損失負賠償之責，但以不超過本附加條款之保險金額為限。 三、理賠計算式： 營業中斷之實際損失 x 保險金額 / 持續費用 x 約定共保百分比 四、本項第一、二、三款之持續費用應與保險金額估算表所列投保項目一致，其計算係自保險標的物遭受毀損或滅失之日開始起算，在未來十二個月期間內，若未發生損失時，經考量營業經驗及趨勢後，而可預期發生之持續費用。但如營業淨損時，該持續費用須扣除營業淨損之金額 計算第一、二項營業中斷之實際損失時，應考量被保險人之營業經驗及趨勢。 第十二條：其他保險 本附加條款所承保在內之損失，若另有其他保險契約同時承保時，本公司賠償責任以不超過本附加條款保險金額對於全部保險金額之比例。 第十三條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(十七)	明台產物營業中斷保險附加條款（非製造業適用）	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於在本附加條款有效期間內，因發生承保之危險事故致本附加條款所載處所內之保險標的物毀損或滅失，而直接導致營業中斷之實際損失及恢復營業所生之費用，依本附加條款之約定，負賠償責任。** 第二條：定義 本附加條款之名詞定義如下： 一、商品（Merchandise）：係指為被保險人所儲存以備出售之貨物，但非被保險人製造之產品。 二、營業毛利：係指營業收入總額減去營業成本總額(詳保險金額估算表)。 三、持續費用（Continuing Expenses）：係指於營業中斷期間必須繼續支付的費用。 四、非持續費用（Non Continuing Expenses）：係指於營業中斷期間不必繼續支付的費用。 五、營業淨損(Net Loss)：係指持續費用加非持續費用合計大於營業毛利。 六、連續營業日(Consecutive Business Day)：係指被保險人於正常營業情況下實際營業日數之總和。

		第三條：保險金額 要保人或被保險人得就實際需求，選擇下列其中一種，約定保險金額，並詳填於保險金額估算表： 一、營業毛利減非持續費用；或； 二、持續費用。 前項營業毛利及費用之計算應以十二個月為基礎。 於決定營業毛利及費用時，應考量未發生損失時之營業經驗及其將來可能之營業趨勢。 第四條：共保百分比 被保險人於投保時，得依其預估其營業中斷期間及最大可能損失，約定共保百分比，調整保險金額。 第五條：賠償損失範圍 第一條所稱營業中斷之實際損失(Actual Loss Sustained)於： 一、投保營業毛利減非持續費用者，係指為營業中斷期間內，所減少之營業毛利扣除中斷期間不必繼續支付之各項非持續費用後之餘額。 二、投保持續費用者，係指為營業中斷期間內，所支付之持續費用；但如有營業淨損時，該持續費用須扣除營業淨損之金額。 第一項營業中斷期間之計算，係自保險標的物遭受毀損或滅失時起，至被保險人以最大努力最快速度重建完成、修復或重置該保險標的物之日止。營業中斷期間雖延至本保險契約到期日以後，亦不受限制。 第六條：自負額 本附加條款承保範圍內之任何一次損失自負額為三個連續營業日（Consecutive Business Days）之損失，但另有約定者，從其約定。 凡自損失或保險事故發生時起算，其確定營業中斷期間不超過三個連續營業日者，本公司不負賠償責任，而確定營業中斷期間超過三個連續營業日者，本公司僅就超過自負額之損失部份負賠償責任。 第七條：恢復營業 被保險人以下列方法恢復營業減少因營業中斷所致之損失，於計算損失金額時，應將該減少之金額自損失金額內扣除： 一、利用保險標的物(無論本附加條款載明之保險標的物是否已遭受毀損)，以恢復全部或部份營業。 二、利用本附加條款所載地點之其他財產或其他地點之財產以恢復全部或部份營業。 三、利用本附加條款所載地點或其他地點之商品，以恢復全部或部份營業。 第八條：恢復營業所生之費用 被保險人因採取第七條所列方式，儘速恢復營業以減輕營業，中斷損失所生之必要且合理之額外費用本公司亦負賠償責任。本項費用不包括滅火費用。 前項費用不得超過其因而所減少之營業中斷損失，且不受第十一條不足額保險比例分攤之限制。但該項費用與營業中斷之賠償金額之合計，以不超過本附加條款之保險金額為限。 **第九條：不保之事項** **本公司對下列損失，不負賠償責任。** **一、其他附帶損失(Consequential Loss)。** **二、政府命令之拆除或焚毀所增加之營業中斷損失。** **三、受毀損之保險標的物於重建、修復或重置間，因遭受罷工、暴動；民眾騷擾、他人之惡意破壞行為或恐怖主義份子之破壞行動，所增加之營業中斷損失；即使本保險契約已承保附加罷工、暴動、民眾騷擾、惡意破壞行為保險及恐怖主義保險時亦同。** **四、由於租賃權之終止、特許權逾期失效、契約或訂貨單遭解除、取消所致之損失。但該終止、失效、解除或取消係因本附加條款承保之營業中斷所致者，則本公司仍負賠償責任。** 第十條：理賠文件之提供 一、遇有保險事故發生本公司需予理賠時，要保人或被保險人應儘速提供過去年度之財務報表、營業計劃表及相關証明文件等，以利本公司進行損失之理算。 二、要保人或被保險人違反前項義務者，其因而擴大之損失，本公司不負賠償之責。 第十一條：營業中斷損失之理賠 投保營業毛利減非持續費用者之理賠： 一、於保險事故發生時，倘本附加條款之保險金額低於營業毛利扣除非持續費用後乘約定共保百分比所得金額者，本公司僅按該保險金額對營業毛利扣除非持續費用後乘約定共保百分比所得金額之比例負賠償責任，但以不超過本附加條款之保險金額為限。 二、於保險事故發生時，倘本附加條款之保險金額超過營業毛利扣除非持續費用後乘共保百分比所得之金額者，本公司按營業中斷之實際損失負賠償責任，但以不超過本附加條款之保險金額為限。

		三、理賠計算式： 營業中斷之實際損失 x 保險金額 (營業毛利-非持續費用) x 約定共保百分比 四、本項第一、二、三款之營業毛利及非持續費用，應與保險金額估算表所列投保項目一致，其計算係自保險標的物遭受毀損或滅失之日開始起算，在未來十二個月期間內，若未發生損失時，經考量營業經驗及趨勢後，而可預期達成之營業毛利或可預期發生之非持續費用。 投保持續費用者之理賠： 一、於保險事故發生時，倘本附加條款之保險金額低於持續費用乘約定共保百分比所得金額者，本公司僅按保險金額對持續費用乘約定共保百分比所得金額之比例負賠償之責，但以不超過本附加條款之保險金額為限。 二、於保險事故發生時，倘本附加條款之保險金額超過持續費用乘約定共保百分比所得金額者，本公司按營業中斷之實際損失負賠償之責，但以不超過本附加條款之保險金額為限。 三、理賠計算式： 營業中斷之實際損失 x 保險金額 持續費用 x 約定共保百分比 四、本項第一、二、三款之持續費用應與保險金額估算表所列投保項目一致，其計算係自保險標的遭受毀損或滅失之日開始起算，在未來十二個月期間內，若未發生損失時，考量營業經驗及趨勢後，而可預期發生之持續費用。但如有營業淨損時，該持續費用扣除營業淨損之金額。 計算第一、二項營業中斷之實際損失時，應考量被保險人之營業經驗及趨勢。 第十二條：其他保險 本附加條款所承保在內之損失，若另有其他保險契約同時承保時，本公司賠償責任以不超過本附加條款保險金額對於全部保險金額之比例。 第十三條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(十八)	明台產物店舖綜合保險颱風洪水險除外不保附加條款	**第一條:不保事項** **茲經雙方約定，經投保明台產物店舖綜合保險（以下簡稱主保險契約）後，附加本除外條款（以下簡稱本附加條款），雙方同意除基本條款約定之事項外，對於保險標的物在本附加條款有效期間內，直接因颱風洪水所致之毀損或滅失，或因颱風洪水引起任何性質之附帶損失，本公司不負賠償責任。** 第二條:定義 本附加條款之用詞定義如下： 一、颱風：本附加條款所稱颱風係指經中央氣象局就台灣地區發布有陸上颱風警報者。 二、洪水：本附加條款所稱洪水係指由海水倒灌、海潮、河川、湖泊、水道之水位突然暴漲、氾濫，或水壩、水庫、堤岸崩潰，或豪雨、雷雨之積水導致地面遭水迅速淹沒之現象。 第三條:條款之適用 本附加條款所記載事項，如與主保險契約條款約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約條款之約定。
(十九)	明台產物店舖綜合保險地震險除外不保附加條款	**第一條:不保事項** **茲經雙方約定，經投保明台產物店舖綜合保險（以下簡稱主保險契約）後，附加本除外條款（以下簡稱本附加條款），雙方同意除基本條款約定之事項外，對於保險標的物在本附加條款有效期間內，直接因地震所致之毀損或滅失，或因地震引起任何性質之附帶損失，本公司不負賠償責任。** 第二條:條款之適用 本附加條款所記載事項，如與主保險契約條款約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約條款之約定。
(二十)	明台產物指定公證人附加條款（商業火災保險適用）	茲經雙方同意，對保險標的物因發生承保事故所致毀損或滅失時，得由被保險人優先指派以下保險公證人公司，進行損失理算及保險公證。若須指派其他公證人公司，得由雙方共同協商指派。
（二十一）	明台產物電腦系統年序轉換除外不保附加條款（商業火災保險適用）	**第一條** **茲經雙方同意，本公司對於在公元 2000 年當年度及其前後期間，因被保險人所有或使用之電腦系統設備進行下列(一) (二) (三)款所列各項運作，造成電腦系統設備喪失功能或因其引起承保危險事故發生所致保險標的物之損失，或因而引起任何性質之附帶損失，不負賠償責任。** **(一) 辨別任何日期資料其確切日期或數值。** **(二) 由於處理確切日期或數值及其他任何資料，而進行讀取、儲存、記憶，或正確地進行操作、解讀、傳送、傳回或處理任何資料或訊息或指令或指示等。** **(三) 操作安裝於電腦系統中軟體程式之任何指令或邏輯運算而進行讀取、儲存、記憶，**

		或正確處理任何資料。 **前項指令或邏輯運算係指在當日或日後導致資料流失或無法讀取、儲存、記憶或正確處理該項資料。** 第二條 第一條所稱電腦系統設備包括： (一) 電腦及其週邊設備。 (二) 電腦系統的軟體程式。 (三) 電子資料處理及其輔助設備。 (四) 微晶片、積體電路及類似零組件。 (五) 衛星、雷達、無線電通訊、交通導航、電子醫療及實驗儀器設備。 (六) 其他類似處理、儲存、傳送、記憶或傳回資料等功能之系統設備。
（二十二）	明台產物電腦病毒駭客風險除外附加條款（商業火災保險適用）	**茲經雙方同意並約定，本保險契約針對因電腦病毒或駭客行為所致之下列損失，不負賠償責任：** **(一) 資料、程式或軟體之毀損或滅失；** **(二) 資料無法取用，軟體、硬體或積體電路之功能故障；** **(三) 前兩項所引起之意外事故所致財產損失或營業中斷損失；** **但因承保事故所致之損失不在此限。**
（二十三）	明台產物店舖綜合保險-萬市如意（台新保代專案）	詳明台產物店舖綜合保險
（二十四）	明台產物 SB001 重置成本附加條款	**一、 茲經雙方同意，本保險契約之保險金額係以重置成本為基礎，至保險契約基本條款及** **其他批單中有關「實際價值」一辭皆以「重置成本」代替。亦即「實際價值」一辭中折舊之因素一律不予考慮。所謂「重置成本」係指修復、重建或置換與該標的物，同一地點之建築物或裝修，或同一廠牌、型式、規格、性能或相類似機具之新品成本。** **二、本保險契約對下列各種保險標的物不以重置成本之基礎承保：** **1、 貨物(包括原料、物料、在製品、半成品、成品)及商品。** **2、 他人之財產。** **3、 帳冊、摘錄、文稿、圖樣、圖畫、圖案、模型、資料卡及其他記錄（包括資料、軟片、** **磁帶、磁碟、磁鼓、記憶體、錄影帶、碟影片、微縮影片及其他磁性記憶體或儲存媒** **體)。** **4、 金屬浮雕、照片、藝術人像、大理石製品、銅製品、古董傢具、古董書籍、古董銀器、** **磁器、古製玻璃器及其他古玩、裝飾品、藝術品。** 二、 有關財物之毀損或滅失，被保險人應儘速加以妥善修復、重建或置換，本公司始得依 照本條款負擔賠償責任。若被保險人不願或不能修復、重建或置換受毀損或滅失之標 的物，本重置成本條款不適用，而改以實際現金價值為準，負賠償或回復原狀之責。 **四、由於遵照政府命令或建築法規及其相關法令之規定，而拆除或修復建築物所增加之損** **失，本公司不負賠償責任。** 五、本公司之賠償金額以下列各項金額中，孰低者為準： 1、 已毀損或滅失保險標的物之保險金額。 2、 回復至發生事故前同一地點同一使用性質之該保險標的物重置成本。 3、 修復、重建或置換該毀損或滅失保險標的物之實際所需金額。如按重置成本基礎計算 之賠償金額小於按實際價值基礎計算之賠償金額時，被保險人得選擇以實際價值為補 償基礎。但最高以該項保險標的物之保險金額為限。
（二十五）	明台產物 SB002 80 %共保附加條款	**茲經雙方同意，本保險契物特別載明適用本條款之保險標的物於約定之保險事故發生並造成損失時，倘其保險金額已達該標的物實際價值之百分之八十者，本公司就保險金額範圍內按實際損失金額賠付，不受本保險契約基本條款第二十五條第二項比例分攤之限制。**
（二十六）	明台產物 SB003 實損實賠保險附加條款	**茲經雙方同意，本保險單承保之保險標的物，其保險金額係以實損實賠(FIRST LOSS INSURANCE)為基礎，保險期間內每一次保險事故發生時，以實際損失賠付，不受本保險契約基本條款第二十五條第二項比例分攤之限制，但保險期間內累計之賠償金額仍以保險金額為限。**
（二十七）	明台產物 SB004 保險金額自動增加附加條款	茲經雙方同意，本保險所承保之條件，除另有規定外，並約定事項如下： **1． 本公司對保險標的物（貨物除外）的變動、增加或改良致實際現金價值增加者均予自動承保，惟以不超過各該項保險標的物保險金額百分之十為限。**

		2． 被保險人應於每三個月後七天內將保險標的物實際價值通知本公司憑以計算保險費，如逾規定通知之日不為通知時，本公司即以本保險契約所載保險金額作為該三個月之保險金額據以計算保險費。 3． 保險標的物實際價值之增加幅度超過本保險契約所載各該項保險標的物保險金額百分之十之範圍時，被保險人得隨時通知本公司並申請辦理批加保險金額，未經被保險人申請辦理批改時，本公司對超過本保險契約所載各該項保險標的物保險金額百分之十之增加部份不予自動承保。 4． 本公司於簽發本保險契約時，以保險契約所載保險金額計算全年保險費，被保險人應先交付之。保險期間屆滿時，如全年累計應付保險費超過已付保險費，被保險人應補交該超過部份之保險費。 5． 保險事故發生需予理賠時，如保險標的物之實際價值超過本保險契約所載保險金額，被保險人應補交該增加部分之保險費，其計算方式如下： （1）以該項保險標的物之實際價值超過該項保險標的物保險金額之部分計算之，該超過部分並以保險金額百分之十為限。 （2）計算期間以自保險標的物實際價值超過保險金額之日至保險契約到期日止。
（二十八）	明台產物 SB005 保險金額自動恢復附加條款	**茲經雙方同意，本保險契約所承保之保險標的物，因發生約定保險事故致毀損或滅失時，各該受損標的物之保險金額自動恢復，但被保險人應交付自保險標的物回復原狀之日起計算至保險契約到期日止之保險費。**
（二十九）	明台產物 SB006 專業費用附加條款	**茲經雙方同意，本公司對所承保之建築物、營業裝修或機器設備因保險事故發生遭受毀損或滅失後，為回復原狀所必需且合理之建築師、技師、會計師、律師費用、鑑定費用、法定費用及其他專業費用亦負賠償之責，但每一事故之最高賠償金額以建築物、營業裝修或機器設備之各分項賠償金額百分之五為限，最高不得超過新台幣五百萬元。 前項專業費用與受損保險標的物之賠償金額合計以各分項之保險金額為限。**
（三十）	明台產物 SB007 殘餘物清除費用附加條款	**茲經雙方同意，本保險契約擴大承保保險標的物於保險事故發生所產生之下列費用： 一、搬運殘餘物 二、拆除或分解受損保險標的物 三、支撐保險標的物 四、清除保險標的物 本保險契約對於保險事故發生所致位於承保處所內非承保財產之殘餘物清除費用，亦負賠償責任。** 本保險契約承保之保險標的物，倘另有其他保險契約承保時，不論該其他保險契約是否承保本項殘餘物清除費用，本公司對本項清除費用之賠償責任，以不超過本保險契約之保險金額與承保同一標的物同一保險事故之總保險金額之比例為限。 本公司於評估保險標的物之實際價值作為保險金額時，本項清除費用不予計算在內。但於理算賠款時，本項清除費用仍應與財產之損失金額合併計算，受不足額保險比例分攤之限制。 **除本保險契約另有約定外，由於遵照政府命令或建築法規及其相關法令之規定，而營建、修復或拆除建築物所產生之清除費用，本公司不負賠償責任。** 本保險契約之保險標的物不只一項時，分別適用本條款。 本公司對每一事故之賠償責任最高以各分項保險標的物賠償金額百分之十五為限，但最高不得超過新台幣一千萬元；非承保財產之殘餘物所生之清除費用亦受上述各項賠償金額之限制。各分項清除費用與該項受損保險標的物之賠償金額合計不得超過該受損保險標的物之保險金額。
（三十一）	明台產物 SB008 暫時外移附加條款	**茲經雙方同意，保險標的物(貨物除外)因清理、改裝、修復或相類似之目的，暫時遷移並置存於保險契約載明之保險標的物地址以外之可關閉處所，發生保險事故遭受毀損或滅失時，本公司亦負賠償責任。本公司對每一事故之賠償金額以該項保險標的物保險金額百分之五為限，最高不得超過新台幣五百萬元。 保險標的物在運輸途中或展覽會場內不適用本條款。**
（三十二）	明台產物 SB009 預付賠款附加條款	**茲經雙方同意，保險標的物因保險事故所致之毀損或滅失，經本公司理算後，其損失金額已確定部份，得先預付部份賠款予被保險人，惟該先行預付之賠款須於理算完成後由應賠付之金額中扣除。**
（三十三）	明台產物 SB010 建築物外部設備附加條款	**茲經雙方同意，本保險契約所承保之不動產包含牆垣、簷廊、外部附著裝飾、外部樓梯間及鐵架結構體。**
（三十四）	明台產物 SB011 擴大承保處所附加條款	**茲經雙方同意，本保險擴大承保在保險契約載明之處所內，置存於平台上、通廊中之財物。**
（三十五）	明台產物 SB012 內部遷移附加條款	**茲經雙方同意，在本保險契約所載地址範圍內，保險標的物由原置存處所遷移至其他置存處所，因被保險人之疏忽未事先通知本公司，遇有保險事故發生時本公司對該遷移之保險標的物仍負賠償責任，本公司之賠償金額以動產之保險金額百分之十為限，但最高不得超過新台幣壹仟萬元。 被保險人應於知悉遷移事實後，立即通知本公司，必要時自遷移日起調整保險金額或保險費。**

（三十六）	明台產物 SB013 改建與修復附加條款	**茲經雙方同意，被保險人對不動產或置存其內之標的物進行改建、增建或修復並不影響本保險契約之效力，惟改建、增建或修復完成時，被保險人應立即通知本公司，重新訂定費率，調整保險費。**
（三十七）	明台產物 SB014 拋棄代位求償附加條款	**茲經雙方同意，本公司對下表所列與被保險人在所有權或經營管理上有關係之人，同意拋棄代位求償權利。**
（三十八）	明台產物 SB015 車輛裝載物附加條款	**茲經雙方同意，裝載保險標的物之車輛或貨櫃暫時停置於保險契約所載明處所內時，本公司對該保險標的物於保險期間內，因發生保險事故所致之毀損或滅失，亦負賠償責任。**
（三十九）	明台產物 SB016 理賠準備費用附加條款	**茲經雙方同意，本保險契約擴大承保被保險人因承保危險事故發生致保險標的物遭受毀損或滅失時，依本保險契約相關規定，為準備或證明理賠金額所實際發生必要且合理之費用。** **前項費用不包括與本公司或本公司代理協商理賠時所產生之費用。** 該項理賠準備費用賠償金額與該受損保險標的物之賠償金額合計不得超過該受損保險標的物之保險金額。但每一事故之理賠準備費用以新台幣一百萬元為限。
（四十）	明台產物 SB017 建築物拆除及建築費用增加附加條款	**茲經雙方同意，本保險契約擴大承保因保險事故發生導致保險標的物毀損或滅失，被保險人為執行政府法令規定，於重建、重置或修復保險標的物所發生之下列費用：** **一、因拆除任何未受損保險標的物之額外費用。** **二、在其他地點重建、重置或修復另購置之他建築物所實際發生之費用(不包括土地成本)，但不得高於在原處重建、重置或修復所實際發生之費用。** **本條款之賠償總額以不超過前述一、二項之總額為限。** **本公司對於被保險人為執行任何有關污染之法令規定所生之第一項額外費用，不負賠償責任。** **本公司對於被保險人或有責之關係人故意不執行主管機關通知被保險人修改或拆除保險標的物所致之拆除費用，不負賠償責任。** 本公司對每一事故之賠償限額為新台幣一千萬元，但該項費用與該項受損保險標的物之賠償金額合計不得超過該受損保險標的物之保險金額。
（四十一）	明台產物 SB018 趕工費用附加條款	**茲經雙方同意，本保險契約擴大承保保險標的物因保險事故發生遭受毀損或滅失，被保險人為進行臨時性修復或永久性修復、重置所增加之合理趕工費用。** 前項趕工費用包括加班費、快遞費用或支付其他運輸工具之費用。 本公司之賠償限額每一事故為新台幣五百萬元。
（四十二）	明台產物 SB019 額外費用附加條款	**茲經雙方同意，本保險契約擴大承保保險標的物因保險事故發生遭受毀損或滅失所生之下列費用：** **一、被保險人應分攤之消防費用。** **二、耗用消防器材之費用。** 本公司對上述費用之賠償，當保險金額低於保險標的物之價值時，本公司之賠償金額，以保險金額對保險標的物價值之比例定之。
（四十三）	明台產物 SB020 消防費用附加條款	**茲經雙方同意，本保險契約擴大承保保險標的物因保險事故發生遭受毀損或滅失所生之下列費用：** **一、被保險人應分攤之消防費用。** **二、耗用消防器材之費用。** 本公司對上述費用之賠償，當保險金額低於保險標的物之價值時，本公司之賠償金額，以保險金額對保險標的物價值之比例定之。
（四十四）	明台產物 SB021 鎖鑰費用附加條款	**茲經雙方同意，本保險契約擴大承保保險標的物因竊盜、強盜、強奪所致重置或複製鎖鑰或開啟保險箱或房間所生之費用。** 本公司之賠償限額為新台幣二十萬元。
（四十五）	明台產物 SB022 其他動產附加條款	**茲經雙方同意，本保險契約承保下列動產因保險事故發生所致之毀損或滅失：** **一、 貨幣及郵票。**但除特別約定者外，合計賠償限額為新台幣十萬元。 **二、文件、證件、文稿及帳簿。**但僅限於其紙張價值及登載資料所需之文書處理人工費用，賠償限額為新台幣二十萬元。 **三、電腦資料儲存體。**但僅限於置換電腦資料儲存體或複製其儲存之資料所需之費用，賠償限額為新台幣二十萬元。 **四、圖樣、圖案及模型。**賠償限額為新台幣二十萬元。 **五、被保險人員工所有之動產。**但每一員工之賠償限額為新台幣二千元，保險期間內累積賠償限額為新台幣五十萬元。
（四十六）	明台產物 SB023 小額賠款附加條款	**茲經雙方同意，因保險事故發生所致保險標的物遭受毀損或滅失時，若其損失金額未達新台幣五百萬元以上者，不適用不足額保險比例分攤，且對未受損之保險標的物無需進行特別盤點或鑑價。**
（四十七）	明台產物 SB024 比例分攤附加條款	**茲經雙方同意，本保險契約所承保之保險標的物(貨物除外)遭受毀損或滅失，其實際現金價值超過保險金額之百分之一百二十五時，則本公司之賠償金額以保險金額之百分之一百二十五與實際現金價值之比例定之。** **賠償金額之理算公式如下：** **賠款金額＝損失金額 ×保險金額 ×125% / 實際現金價值**

（四十八）	明台產物 SB025 商標附加條款（適用於高級名牌或商標之貨物）	**茲經雙方同意，本保險契約所承保具有品牌、商標之貨物或製造商、被保險人有明示或默示提供保證或責任之貨物，因保險事故發生遭受毀損或滅失時，受損貨物之殘餘價值將以本公司自行負擔費用，並依照慣例清除受損貨物所有品牌或商標或其他識別特徵後之價值決定之。** **被保險人擁有前述受損貨物之所有權及控制權，被保險人經合理之判斷後，可自行決定前述受損之貨物是否仍適合利用。非經被保險人同意，不適合利用之貨物不得出售或處置，但被保險人應將出售所得或以其他方式處理之所得交付本公司。**
（四十九）	明台產物 SB026 商標附加條款（適用於一般貨物）	**茲經雙方同意，本保險契約對被保險人擁有或信託佔有或保管之受損貨物，或已出售尚未交運之貨物，在未經被保險人同意前不得出售。未出售受損貨物價值之認定，由被保險人自行除去商標、標籤或名稱後，與本公司商定之。**
（五十）	明台產物 SB027 被保險人照顧、監管及控制標的物範圍附加條款	**茲經雙方同意，於要保人繳交約定保險費後，本保險契約擴大承保在被保險人照顧、監管及控制下之財產，因保險事故發生遭受之毀損或滅失。** **但本公司對下列財產不負賠償責任：** **一、被保險人作為臨時工作場所之建築物(含動產)或因被保險人之營業行為而暫時擁有之財產。** **二、員工及訪客之衣物或私人用品。** **三、被保險人應負責任之租用建築物。**
（五十一）	明台產物 SB028 溫度控制系統損壞附加條款	**茲經雙方同意，本保險契約擴大承保貨物受溫度控制系統因機械、水壓、電力或電器設備損壞引發溫度改變期間達二十四小時以上所致之毀損或滅失。** 每一事故及累積最高賠償限額為新台幣五百萬元。
（五十二）	明台產物 SB029 契約承購者附加條款	**茲經雙方同意，本保險契約所承保之建築物因保險事故發生遭受毀損或滅失時，若被保險人已簽訂將其持有建築物之權益出售之契約，雖然此一交易尚未完成，惟在該交易完成時，買方承受被保險人於本保險契約所得享有之相同權益。**
（五十三）	明台產物 SB030 電腦系統當機、故障或操作失當附加條款	**茲經雙方同意，本保險契約擴大承保營業處所內之電腦系統及其週邊設備，在使用中或因為清理、調整、檢查、修理、翻修、調整位置之目的而停止運轉、拆除、移動、重組，並於當地測試完畢後，因遭受意外事故所致之毀損或滅失。** 前述所稱意外事故係指操作錯誤、疏忽、員工或第三人惡意行為、竊盜、強盜、搶奪、設計或原料錯誤、短路、電壓過高、感應、燒焦、煤灰或任何濕氣、腐蝕之影響。 每一事故及累積最高賠償限額為新台幣二百萬元。
（五十四）	明台產物 SB031 地震、颱風及洪水-單獨損失附加條款	**茲經雙方同意，因地震或颱風及洪水所致下列之每一損失，應視為一次單獨損失。** **一、本保險契約有效期間內，任何七十二小時內所發生一次以上之地震或颱風及洪水。** **本條款所稱之颱風係指經中央氣象局就台灣地區發布有陸上颱風警報者，或** **二、在一特定期間內，任何河流、溪流之水位連續高漲、氾濫或此等河流、溪流堤岸塌陷而導致洪水發生，或** **三、因任何一次自然現象改變引起海潮或連續海潮所導致之洪水。** 若前項第一款之情形發生，而地震或颱風及洪水發生之時間在本保險契約有效期間內，但七十二小時之時間超出本保險契約終止日期，本公司對此等期間之損失，視為完全在保險期間發生，仍負賠償責任。 但本公司對發生於保險契約生效日期前或終止日期後之地震或颱風及洪水所致之毀損或滅失，不負賠償責任。
（五十五）	明台產物 SB032 電器設備損壞附加條款	**茲經雙方同意，本保險契約所承保之電機、電氣器具或電器設備之任何部分，因使用過度、電壓過高、短路、自燃、電弧或漏電等事故致其本身之毀損或滅失，本公司負賠償責任。** 本公司對於每一事故之賠償限額為新台幣一百萬元。
（五十六）	明台產物 SB033 被保險人員工所有動產附加條款	**茲經雙方同意，本保險契約擴大承保被保險人員工所有動產因保險事故發生遭受毀損或滅失。** 本公司對每位員工之賠償限額為新台幣二千元，全體員工之賠償限額為新台幣五十萬元。
（五十七）	明台產物 SB034 改建修復責任附加條款	**茲經雙方同意，本保險契約對於被保險人因承保之危險事故發生須改建或修復其所有、使用或管理之保險標的物致第三人遭受體傷或財損，依法應負賠償責任，而受賠償請求時，負賠償之責。** 本公司對於每一事故之賠償限額為新台幣二百萬元。 **被保險人可從其他責任險取得賠款時，本公司不負賠償責任。** 被保險人為第一項之改建或修復時，應立即以書面通知本公司；若因錯誤或疏忽未為通知者，應於知悉時立即通知本公司。
（五十八）	明台產物 SB035 出租人責任附加條款	**茲經雙方同意，本保險契約對於承租人之財物因承保之保險事故發生遭受毀損或滅失，出租人依法應負賠償責任，而受賠償請求時，負賠償之責。** 本公司對於每一事故之賠償限額為新台幣一百萬元。
（五十九）	明台產物 SB036 法令變更自動生效附加條款	**茲經雙方同意，本保險契約因政府主管機關行政命令或法律修正致擴大承保範圍，在不需增加要保人保費負擔及無損於被保險人權益下，自該命令或法律修正實施之日起生效。**

（六十）	明台產物 SB037 機械設備操作附加條款	**茲經雙方同意，本保險契約擴大承保被保險人或其受僱人因操作工作所需之吊車、起重機或機械設備所導致保險標的物之毀損或滅失。** 每一事故被保險人之自負額為新台幣一百萬元。 本公司之賠償限額為該項受損保險標的物保險金額之百分之五，但最高不得超過新台幣一千萬元。
（六十一）	明台產物 SB038 責任解除附加條款（甲型）	**茲經雙方同意，本保險契約所承保之保險事故發生致保險標的物遭受毀損或滅失時，各保險人按其承保比例與約定責任理算及支付賠款，保險人於支付前述賠款後，該部分責任視為已解除。**
（六十二）	明台產物 SB039 責任解除附加條款（乙型）	**茲經雙方同意，本保險契約所承保之保險事故發生致保險標的物遭受毀損或滅失時，本公司依據個別被保險人之權利及保險利益，理算損失及支付賠款後，該部分責任視為已解除。**
（六十三）	明台產物 SB040 貨物水險（50/50）附加條款	**茲經雙方同意，本保險契約所承保之保險事故發生致保險標的物在本保險契約有效期間內遭受毀損或滅失，並於貨物水險保險契約效力終止後始發現者，經適當調查仍無法判定損失發生時間是在貨物水險保險契約終止之前或之後，若貨物水險保險契約之保險人同意負擔百分之五十之損失賠償責任，本公司亦同意負擔百分之五十之損失賠償責任。** **本損失分攤責任之約定不影響本公司與貨物水險之保險人對損失分攤比例之最後約定。** **若本保險契約與貨物水險保險契約各有不同自負額約定時，雙方保險人於賠償各自之百分之五十損失時，應扣除各自約定自負額之百分之五十。** **本條款僅限於被保險人在保險標的物運抵承保處所時，對所有保險標的物及容器必需依實際情況儘速進行查驗是否有明顯破損，始得適用。**
（六十四）	明台產物 SB041 小型工程附加條款	**茲經雙方同意，本保險契約擴大承保保險標的物進行小型之改建、增建、修復或試車時，因突發而不可預料之意外事故所致之毀損或滅失，需予修復或重置時，本公司負賠償責任。** 每一事故賠償限額為新台幣五百萬元。 除了保險契約另有約定外，本公司僅對超過自負額部分，負賠償責任。
（六十五）	明台產物 SB042 新取得財產附加條款	**茲經雙方同意，本保險契約擴大承保被保險人新取得之財產或新增處所之財產，惟不得超過各該項保險標的物保險金額之百分之十，且最高以新台幣一千萬元為限。** 上述新取得之財產或新增處所之財產，本公司以暫保方式予以承保，並自被保險人取得保險利益時即開始生效，且於下述三種情形中之任一情形發生時，其效力即行終止： 一、被保險人新取得財產或新增處所之財產滿九十天者；或 二、新取得之財產或新增處所之財產已通知本公司，且已增加原保險契約保險金額者；或 三、本保險契約之保險期間已屆滿者。 上述暫保責任仍受保險契約所載之各該項保險標的物保險金額之限制。
（六十六）	明台產物 SB043 無控制權附加條款	**茲經雙方同意，本保險契約之效力不因被保險人無控制權所致危險因素增加而受影響。**
（六十七）	明台產物 SB044 無法進入承保處所鄰近財產附加條款(一般營業處所適用)	**茲經雙方同意，本保險契約擴大承保保險標的物處所鄰近之財產，因保險事故發生遭受毀損或滅失，導致被保險人無法進入保險標的物處所或使用保險標的物所產生營業中斷之實際損失及恢復營業所生之費用，不論保險標的物本身有無毀損或滅失，均視為保險標的物遭受毀損或滅失，本公司負賠償責任。** **被保險人因上項原因所致營業中斷時間持續達二十四小時以上，本公司始負賠償責任。** 惟被保險人應自負五個連續工作天之營業中斷損失，且本公司之賠償限額每一事故為新台幣二千萬元。
（六十八）	明台產物 SB045 無法進入承保處所鄰近財產附加條款(商業中心適用)	**茲經雙方同意，本保險契約擴大承保保險標的物處所共同形成或位於同一商業中心之商業體，因保險事故發生遭受毀損或滅失，導致該商業中心暫時性客源減少所產生營業中斷之實際損失及恢復營業所生之費用，不論保險標的物本身有無毀損或滅失，均視為保險標的物遭受毀損或滅失，本公司負賠償責任。** **被保險人因上項原因所致營業中斷時間持續達二十四小時以上，本公司始負賠償責任。** 惟被保險人應自負五個連續工作天之營業中斷損失，且本公司之賠償限額每一事故為新台幣二千萬元。
（六十九）	明台產物 SB046 續保保費調整附加條款	**茲經雙方同意，本保險契約除另有約定外，於每年續保前，被保險人應將保險標的物危險變更情形通知保險人，其保險費由保險人重新釐訂，並自本保險契約續保之日起生效。** 前項通知義務，被保險人應於每年保險期間屆滿日三十天前為之。
（七十）	明台產物 SB047 陸上運送附加條款	**茲經雙方同意，本保險契約擴大承保保險標的物，自約定處所：_____ 經由陸上運輸工具起運，並在正常運輸過程中，運送至本保險契約之約定處所：_____，因下列意外事故發生(不包括裝卸)遭受毀損或滅失，本公司負賠償責任：** **一、火災或爆炸。** **二、運輸工具之傾覆或出軌。** **三、運輸工具之碰撞或觸撞。** 本保險契約不承保上述承保責任以外之運輸、提單應負之賠償責任或貨物運輸保險契約應負之賠償責任。 本公司最高賠償限額每次運送為新台幣五百萬元。

（七十一）	明台產物 SB048 儲存於非承保處所附加條款	**茲經雙方同意，本保險契約擴大承保儲存在保險契約載明地址以外處所之保險標的物(不包括半成品、在製品或儲存於製造商、經銷商或供應商處所之保險標的物)，前述儲存處所包括：_____ 。被保險人對儲存處所疏於採行一般公認之損害防阻措施所致之損失，本公司不負賠償責任。** 前項損害防阻措施至少應包括： 一、儲存處所需為密閉之建築物，並針對該儲存處所及儲存物之特性，採取適當之保全及防火措施。 二、以防火牆隔離儲存物品或保持儲存物品間之距離在 7.62 公尺以上。 三、儲存物品置放位置之設計應能防止因雨積水導致損失或高於過去二十年一次之洪水位。 四、每一儲存處所最高賠償限額為新台幣五百萬元。
（七十二）	明台產物 SB049 公權力附加條款	**茲經雙方同意，本保險契約擴大承保保險標的物因保險事故發生遭受毀損或滅失，被保險人在重建或修復受損保險標的物時，必須執行相關法令所產生之額外費用**，但仍需符合下列規定： 一、被保險人應於損失發生後立即重建或修復該受損保險標的物，並在損失發生之日起十二個月內(或經本公司書面同意延長期限)完工；若法令規定該受損保險標的物必須在其他地點重建或修復時，本公司亦負賠償責任，但本公司之賠償責任仍以原保險金額為限。 二、若保險標的物受損，依保險契約之規定而減少賠償責任時，則本附加條款之賠償責任亦依相關規定減少。 三、本公司對每一受損保險標的物之賠償責任每一事故以該受損標的物賠償金額之百分之十為限，但不得超過新台幣一千萬元。 **本公司對於下列事故所生之第一項額外費用不負賠償責任： 一、被保險人執行相關法令所致下列損失，因而產生之額外費用： (一)本保險契約生效前發生之損失； (二)本保險契約承保範圍以外之損失； (三)損失發生前被保險人已接到政府機關命令拆除或重建之通知，因而產生之損失； (四)有關受損保險標的物中未受損部分之費用。** 二、被保險人依相關法令規定，為恢復受損保險標的物達到全新狀態所生之額外費用； 三、被保險人執行相關法令所需支付之財產增值稅或其他費用。
(七十三)	明台產物 SB050 特殊分類附加條款	**茲經雙方同意，本保險契約對於需按整批、或整套規格、色系或其他分類方法銷售之貨物，因保險事故發生而導致未受損部分價值之減少，本公司負賠償責任。**
（七十四）	明台產物 SB051 單一機器或設備附加條款	**茲經雙方同意，本保險契約擴大承保因保險事故發生導致由兩個以上零件組成機器設備之任何部分遭受毀損或滅失，本公司僅以受損機器設備或零件部分之價值為限，負賠償責任；本公司亦得依被保險人之選擇，對更換或修理部分受損之機器設備或零件所需之費用，負賠償責任。**
(七十五)	明台產物 SB052 擴大承保供應商/顧客處所附加條款	**茲經雙方同意，本保險契約擴大承保供應商/顧客處所屬於被保險人之財物發生保險事故遭受毀損或滅失導致被保險人營業中斷之實際損失及恢復營業所生之費用，視同保險標的物損失所引起之營業中斷之損失。** 一、所稱供應商處所係指被保險人取得原物料、組件、商品之任何供應商處所，以及被保險人之製造商工廠及設備所在之處所。 二、所稱顧客之處所係指由被保險人提供原物料、組件、商品之任何顧客處所。 三、本公司對於供應商/顧客處所內不屬於被保險人財物發生保險事故所引起營業中斷之損失，不負賠償責任。 被保險人每一事故應自負五個連續工作天之營業中斷損失。保險期間內本公司對每一供應商/顧客之賠償責任限額為新台幣一千萬元，且每一事故賠償限額為新台幣一千萬元。 **本公司對於因機械故障所引起之營業中斷損失，不負賠償責任。 上述供應商/顧客處所僅限位於台、澎、金、馬地區。**
(七十六)	明台產物 SB053 他人使用保險標的物附加條款	**茲經雙方同意，本保險契約擴大承保非為被保險人使用之保險標的物，因他人之任何行為、疏忽或改變所致危險增加，於被保險人不知情或無法控制情形下，本保險契約之效力不受影響。**但被保險人應於知悉後十日內通知本公司，如有必要時，應加繳保險費。
(七十七)	明台產物 SB054 標題附加條款	**茲經雙方同意，本保險契約各條款之標題僅供參考，不因任何原因而影響該條款之內容。**
(七十八)	明台產物 SB055 未受損之附屬或周邊設備附加條款	**茲經雙方同意，本保險契約對於任何承保之建築物或機器設備，因保險事故發生遭受毀損或滅失而無法置換時，其附屬或周邊設備雖未受損，但已無法單獨使用，則此附屬或周邊設備無法單獨使用之損失，將視同保險事故所致之毀損或滅失。** 本公司對於未受損但無法單獨使用之附屬或周邊設備之賠償責任，每一事故以該受損標的物賠償金額之百分之十為限，但不得超過新台幣一千萬元。
(七十九)	明台產物 SB056 未受損之建築物附加條款	**茲經雙方同意，本保險契約對於承保之建築物因保險事故發生遭受毀損，被保險人為執行法令而必須在其他地點重建時，則該被拋棄之未受損建築物部分，視同保險事故發生導致之毀損。** 本公司對於未受損建築物之賠償責任，每一事故以該受損標的物賠償金額之百分之十為限，但不得超過新台幣一千萬元。

		若因拋棄未受損建築物而增加銷售價值者，該增加部分視為未受損建築物之殘值，於本公司應付賠款金額中扣除。 對於前述基地之增值如有異議時，得依相關法令以仲裁方式解決。其程序及費用依仲裁法及相關法規規定辦理。
(八十)	明台產物 SB057 基層保險附加條款	**茲經雙方同意，若本保險契約附加本條款時，則本保險契約與基層保險契約之賠償責任，依下列規定辦理：** **一、本保險契約之賠償責任係承保超過基層保險契約之部分，基層保險契約之存在，不影響本保險契約之效力。** **二、若本保險契約之起賠金額與基層保險契約之保險金額重疊時，則該重疊之部分，視為其他保險。** **前項所稱基層保險係指當保險事故發生造成損失時，首先免賠償責任之保險。**
(八十一)	明台產物 SB058 被保險人控制及停車處所之車輛附加條款	**茲經雙方同意，本保險契約對於被保險人因保險事故發生導致其所控制或停放於承保處所之車輛遭受毀損或滅失，依法應負之賠償責任，而受賠償請求時負賠償之責，但仍應受下列之限制：** **一、被保險人應善盡預防義務，以防止任何車輛遭受毀損或滅失。** **二、本公司之賠償限額每一車輛為新台幣二十萬元，每一事故為新台幣五百萬元。** **本條款不適用於營業用停車場。**
(八十二)	明台產物 SB059 工人附加條款	**茲經雙方同意，本公司對於工人不定時在承保處所內從事結構性施工或其他施工時，本保險契約之效力不受影響。**
(八十三)	明台產物 SB060 新增機器設備申報附加條款	**茲經雙方同意，本保險契約擴大承保已成功安裝及測試完畢後之新增機器設備，但被保險人應於新增機器設備起保日起三十天內向本公司申報，並自起保日起計算應加繳之保險費。** 被保險人每次申報金額以新台幣_____元為限。保險期間內本保險契約之保險金額以新台幣 _____元為限。
(八十四)	明台產物 SB061 公用事業附加條款(財產保險適用)	**茲經雙方同意，本保險契約擴大承保因保險事故所致供應電力、瓦斯、水力之管線、供電所、瓦斯供應站、給水站之毀損或滅失，而直接導致保險標的物遭受之毀損或滅失。因上述各項之任一原因所致供應中斷時間持續達二十四小時以上，本公司始負賠償責任。供應中斷時間內，若有局部恢復供應，視為供應已完全恢復。** 每一事故被保險人之自負額為新台幣一百萬元。本公司對於每一事故之賠償限額為新台幣二千萬元。 **除本保險契約另有約定承保者外，本公司對於第一項所載公用事業本身設備之毀損或滅失，不負賠償責任。** **本公司對於下列原因所致保險標的物之毀損或滅失，不負賠償責任：** **一、公用事業執行計劃性任務。** **二、公用事業運用其權力，限制供應相關服務。** **三、罷工或勞工聯盟之抗爭。** **四、久旱不雨所致供水短缺。**
(八十五)	明台產物 SB062 公用事業附加條款(營業中斷險適用)	**茲經雙方同意，本保險契約擴大承保因保險事故所致供應電力、瓦斯、水力之管線、供電所、瓦斯供應站、給水站之毀損或滅失，而直接導致被保險人營業中斷之實際損失及恢復營業所生之費用。** **因上項原因所致供應中斷時間持續達二十四小時以上，本公司始負賠償責任。供應中斷時間內，若有局部恢復供應，視為供應已完全恢復。** 每一事故被保險人應自負五個連續工作天之營業中斷損失。本公司對於每一事故之賠償限額為新台幣二千萬元。 **除本保險契約另有約定承保者外，本公司對於第一項所載公用事業本身設備之毀損或滅失，不負賠償責任。** **本公司對於下列原因所致被保險人之營業中斷損失，不負賠償責任：** **一、公用事業執行計劃性任務。** **二、公用事業運用其權力，限制供應相關服務。** **三、罷工或勞工聯盟之抗爭。** **四、久旱不雨所致供水短缺。**
(八十六)	明台產物 SB063 內部依存附加條款(營業中斷險適用)	**茲經雙方同意，本保險契約擴大承保於保險契約有效期間內，因保險事故發生致下列處所內：　_____之財物毀損或滅失，而直接導致被保險人位於本保險契約所載處所營業中斷之實際損失及恢復營業所生之費用。** 本公司對於每一事故之賠償責任以營業中斷保險金額百分之五為限，最高不得超過新台幣二千萬元。且該項金額與營業中斷之實際損失合計不得超過營業中斷保險之保險金額。
(八十七)	明台產物 SB064 政府命令附加條款(營業中斷險適用)	**茲經雙方同意，本保險契約擴大承保於保險契約有效期間內，因保險事故發生致本保險契約所載處所內之保險標的物遭受毀損或滅失，而致政府命令禁止進入保險標的物所在地址恢復營業導致營業中斷之實際損失及恢復營業所生之費用。** 本公司對於每一事故之賠償限額以營業中斷保險金額百分之五為限，最高不得超過新台幣二千萬元。且該項金額與營業中斷之實際損失合計不得超過營業中斷保險之保險金額。

(八十八)	明台產物 SB065 保險標的物無法進出附加條款(營業中斷險適用)	**茲經雙方同意，本保險契約擴大承保於保險契約有效期間內，因保險事故發生致保險標的物無法進出本保險契約所載處所導致營業中斷之實際損失及恢復營業所生之費用。** 本公司對於每一事故之賠償責任以營業中斷保險金額百分之五為限，最高不得超過新台幣二千萬元。且該項金額與營業中斷之實際損失合計不得超過營業中斷保險之保險金額。
(八十九)	明台產物 SB066 電腦資料及設備危險除外不保附加條款	**因下列事故所致之直接或間接損失，本公司不負賠償責任。** **一、網際網路或類似設備之正常或不正常作用。** **二、資料、軟體或任何程式及指令所致之損害、滅失、失真或刪除。** **三、全部或部分資訊、編碼、程式、軟體或其他電腦週邊設備，不能使用或功能喪失，以及因而導致被保險人之賠償責任或無法執行業務所致之損失。**
(九十)	明台產物 SB067 錯誤遺漏附加條款	**茲經雙方同意，要保人或被保險人因過失而錯誤或遺漏、遲延向本公司為下列事項時，本公司仍負賠償責任:** **一、訂立契約時，對於書面詢問之告知說明事項。** **二、保險標的物轉移之通知說明事項。** **要保人或被保險人知悉上述錯誤或遺漏、遲延時，應於三十日內通知本公司，否則本公司不負賠償責任。** 本公司最高賠償金額以保險金額之百分之一為限，但最高不得超過新台幣五百萬元。
(九十一)	明台產物 SB068 汽車修理廠託修車輛附加條款	**茲經雙方同意，本保險契約所承保之客戶託修車輛，因保險事故致毀損或滅失，依法應由被保險人負賠償責任而受賠償請求時，本公司依下列事項之約定辦理：** **一、託修車輛部份毀損時，以修復至毀損發生前之狀況所必要之修理費用為限。** **二、託修車輛全部毀損或滅失時，以事故發生當時之實際價值為限。實際價值為新車購買價格扣除折舊（依汽車保險條款按使用年度，自用車每年折舊 25%，營業車每年 30% 計算）後之餘額。** **三、由於修理工作之故意或過失所致車輛本身之毀損或滅失，本公司不負賠償責任。** **四、託修車輛之毀損或滅失所致之任何附帶損失（包括貶值之損失或被保險人擅自承諾非屬本保險契約之賠償責任），本公司不負賠償責任。** **五、給付賠款時應檢附車輛所有權人及被保險人之和解書，或共同簽署領款收據始得賠付。**
(九十二)	明台產物 SB069 金屬鎔液溢出附加條款	**茲經雙方同意，對於直接因金屬鎔液之溢出，所致金屬鎔液本身及其他保險標的物之毀損或滅失，本公司不負賠償責任，但因此而致保險標的物發生火災之損失則不在此限。**
(九十三)	明台產物 SB070 保險標的物敘述附加條款	**茲經雙方同意，本公司與被保險人對於本保險契約所載之保險標的物之定義發生異議時，本公司同意以保險事故發生時被保險人之財產帳冊分類為理賠基準。**
(九十四)	明台產物 SB071 委外加工附加條款	**茲經雙方同意，被保險人委外加工之貨物因發生保險事故所致之毀損或滅失時，本公司仍負賠償責任。**但保險期間內最高賠償限額為新台幣五百萬元。
(九十五)	明台產物 SB072 竊盜保全附加條款	**茲經雙方同意，對於竊盜事故所致之損失，本公司依下列事項之約定辦理：** **一、被保險人應於本保險契約有效期間內，就保險標的物之置存處所與保全公司訂立保全服務契約，並裝設有效之防盜警報措施，且應按保全契約之規定，切實履行防盜警報系統之設定與維護義務，被保險人若未能履行上述之義務，則對於因此所遭致之損失，本公司不負賠償責任。** **二、對於本保險契約應負賠償責任之竊盜損失，本公司將依竊盜保險附加條款及本保險契約條款之約定理算，扣除下列二項較高者之金額後，就超過之部份，賠付予被保險人：** **1、保全公司因竊盜事故賠付予被保險人之賠償金。** **2、竊盜險之自負額。** **三、若竊盜損失事故發生時，保險標的物已無有效保全契約，本公司將不予理賠該竊盜事故之損失。**
(九十六)	明台產物 SB073 受委託代工貨物附加條款	**茲經雙方同意，本保險契約所承保之受委託代工貨物，倘遇保險事故所致損失時，本公司依下列約定辦理：** **一、按主保險契約基本條款之「理賠事項」約定賠償。** **二、受委託代工貨物如遇有保險事故發生時，被保險人（或所有權人）應提供代工貨物之憑證、帳冊、代工合約及有關證明文件，且被保險人及所有權人應共同簽署和解書後，被保險人始得領取賠款。**
(九十七)	明台產物 SB074 試車/測試附加條款	**茲經雙方同意，本保險契約所承保之保險標的物於建造、安裝、拆卸、分解、改裝、試車或測試(含機械性能測試)期間，其本身所遭受之毀損或滅失，及其引起之附帶損失，本公司不負賠償責任。** 本保險契約同意承保之財產需完成並符合下列之程序: 一、機械性測試。 二、熱試車。 三、符合契約載明設計標準之性能測試，連續測試至少 72 小時且全廠維持於穩定及可控制

		之狀態。 四、被保險人正式點交完畢（含書面文件或記錄等），且無任何權利保留或放棄保證事項。 上述事項不含正常之維修保養作業。
(九十八)	明台產物地層下陷、滑動或山崩保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因非地震之突發及不可預料之地層下陷、滑動、山崩、地質鬆動、沙及土壤流失（包括土石流）所致之毀損或滅失，依本附加條款契約之約定，負賠償責任。** 第二條：自負額 對於第一條所列每一次危險事故所致之毀損或滅失，被保險人須先負擔本附加條款所載明之自負額，本公司僅就理算後應賠償金額超過自負額部分負賠償責任。 前述事故，在連續七十二小時內發生一次以上時，仍視同一次事故辦理。 如有複保險或其他保險同時應負賠償責任時，除另有約定外，應按個別之自負額扣減。 如有不足額保險，本公司先按不足額保險比例計算賠償額，再扣減自負額後負賠償責任。 **第三條：不保事項** **本公司對於下列毀損或滅失，不負賠償責任：** **一、任何性質之附帶損失(Consequential Loss)。** **二、直接因地震引起的地層下陷、滑動或山崩所致之損失。** **三、直接或間接由於海岸遭受浸蝕、地層隆起(Heave)所致之損失。** **四、建築物或置存保險標的物之建築物工程完成後一年內因固有瑕疵產生下陷所致之損失；但因外來意外事故所致者，不在此限。** **五、地層下陷、滑動或山崩所致小徑、車道、圍籬、圍牆大門、擋土牆及露天設備設施(裝置在固定地點之露天機器設備及貯槽除外)之損失；但經特別約定者，不在此限。** **六、清理殘餘物或恢復原地形地物所產生之清除費用。** **七、由於被保險人自行監造之建築物因設計錯誤、施工不良或材質不佳等所致之損失。** 第四條：特約事項 被保險人如有違反下列約定事項，本公司得解除本附加條款，保險事故發生後亦同： 一、被保險人應善盡責任維護保險標的物之完好，採取適當措施防止保險標的物遭受本附加險所承保危險事故所致之損失。 二、被保險人應依政府相關法令維持保險標的物之人造斜坡及擋土牆之完好。 三、遇有下列事項時，被保險人應通知本公司： (一)在保險標的物之地下、周遭、鄰近有開挖情事。 (二)在保險標的物周遭土地或環境已發生地層下陷、滑動或山崩情事。 第五條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。
(九十九)	明台產物恐怖主義保險附加條款	**第一條：承保範圍** **茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因恐怖主義者為其組織或團體，運用爆炸或其他任何破壞行動所致之毀損或滅失，依本附加條款之約定，負賠償責任。** 第二條：定義 本附加條款之名詞定義如下： 恐怖主義：本附加條款所稱恐怖主義(Terrorism)係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。 **第三條：不保事項** **本公司對於下列毀損或滅失，不負賠償責任：** **一、任何性質之附帶損失(Consequential Loss)。** **二、由於全部或部份停工或任何工作過程受延滯、阻礙、或停頓所致之損失。** **三、由於政府或任何地方機構之徵收、充公所致之損失，或因封鎖或海關管制而遭受損失。** **四、由於建築物臨時或永久被非法佔用所致之損失。** **五、由於核子武器或其物料，直接或間接所致之損失。** **六、戰爭、侵略、外敵行為、敵對狀態、或類似之情形(不論宣戰與否)、內戰、謀反、革命、叛亂或因叛亂軍事力或謀反事件致之群眾騷擾。** 第四條：條款之適用 本附加條款如與商業火災保險基本條款牴觸時，悉以本附加條款為準。其他未規定事項，仍適用商業火災保險基本條款之規定。

(一 OO)	明台產物貨物預約保險附加條款（預收 50%）	茲經雙方同意，本保險所承保之條件，除保險契約另有規定外並約定事項如下: 一、本公司之保險責任，自本保險有效期間內所承保之保險標的物，進入本保險單所載之存放處所時開始。 二、被保險人應按月將該月保險標的物存放數量、單位價值及金額，於次月十五日內通知本公司，憑以計算保險費。如逾期不為通知時，本公司即以本保險單所載預約之保險金額計算保險費。 三、本公司於簽發本保險單時，以保險單所載預約之保險金額計算全年保險費，並應先預收百分之五十。 本公司於保險單有效期間內，按月計算保險費，如逐月累計應收之保險費，超過預收保險費時，被保險人應即將該超過部分之保險費清付之。 保險期間屆滿時，如累計應收保險費低於預收保險費，本公司就預收保險費與應收保險費之差額部分予以退還，但應收保險費不得低於全年保險費之百分之五十。 四、保險事故發生需予理賠時，本公司依損失發生當時之實際存量與單位價值計算保險標的物實際價值，據以理賠;但最高賠償金額不得超過本保險單所載預約之保險金額為限。 五、如遇損失理賠時，被保險人應補交自該項損失發生日起按賠償金額計算至本保險單到期日止之保險費。
(一 O 一)	明台產物商業火災保險臺北縣立十三行博物館	本商品已停售
(一 O 二)	明台產物 Commercial Fire Insurance Policy（CPC LNG Package Insurance）	本商品已停售
(一 O 三)	明台產物台灣中油股份有限公司 LNG 綜合保險（含陸上及海上）	本商品已停售
(一 O 四)	明台產物制裁限制除外不保附加條款(商業火災保險適用)	第一條 制裁限制除外不保之約定 本保險契約對於依據聯合國決議有關制裁、禁令或限制之國家；或經歐盟、日本、英國或美國法令規章或貿易制裁之國家，不提供保險保障，亦不負保險理賠及任何利益給付之責任。 第二條 條款之適用 本附加條款所記載事項，如與主保險契約約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約之約定。
(一 O 五)	明台產物台灣中油股份有限公司財產保險	本商品已停售
(一 O 六)	明台產物標的物賠償額度調整附加條款	第一條 賠償額度調整之約定 茲經雙方同意，要保人於投保明台產物商業火災保險、明台產物商業火災綜合保險(以下簡稱主保險契約) 後，投保明台產物標的物賠償額度調整附加條款（以下簡稱本附加條款)，對於主保險契約附加條款（ＳＢ）內所載賠償金額或賠償限額之約定，若本附加條款另有約定時，依本附加條款之約定辦理，但不得超過主保險契約之保險金額。 第二條 條款之適用 本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約條款之約定。
(一 O 七)	明台產物貨物預約保險附加條款(甲式)	茲經雙方同意，本保險所承保之條件，除保險契約另有規定外並約定事項如下: 一、本公司之保險責任，自本保險有效期間內所承保之貨物，進入本保險契約所載之存放處所時開始。 二、被保險人應將每月貨物金額通知本公司，憑以計算每月應收保險費。如不為通知時，本公司即以本保險契約所載預約之貨物保險金額計算保險費。 三、本公司於簽發本保險契約時，以本保險契約所載預約之貨物保險金額計算全年保險費，並預收百分之一百。被保險人應於保險期間屆滿後三個月內辦理結算。 四、本公司依被保險人申報之每月實際貨物金額計算保險費。所累計應收保險費低於預收保險費，本公司就預收保險費與應收保險費之差額部分予以退還，但應收保險費不得低於全年保險費之百分之五十。 五、保險事故發生需予理賠時，本公司依損失發生當時之實際存量與單位價值計算貨物實際價值，據以理賠;但最高賠償金額以本保險契約所載預約之貨物保險金額為限。
(一 O 八)	明台產物折舊率百分比附加條款（商業火災保險適用）(商業火災綜合保險	第一條 約定事項 茲經雙方同意，要保人於投保主保險契約後，投保本明台產物折舊率百分比附加條款（商業火災保險適用）（商業火災綜合保險適用）（以下簡稱本附加條款），於本附加條款有效期間內，對於主保險契約承保之標的建築物、營業裝修、營業生財及機器設備其折舊以各該標的之重置價格(成本)為基礎，並按行政院最新發布之固定資產耐用年數表之標準，以平均法計算之，但保險標的物發生承保事故時，如保險標的物提列折舊後之

	適用）	會計帳上未折減餘額低於重置價格(成本)之百分之____時，本公司就該保險標的物之賠償金額以其重置價格(成本)之百分之____為限，但仍須受明台產物商業火災保險基本條款第25 條及明台產物商業火災綜合保險條款第28 條限制。 第二條 條款之適用 本附加條款所記載之事項，如與主保險契約相牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約之約定。
(一 O 九)	明台產物保險費延緩交付特約條款(甲式)(J)	一、 茲應要保人(或被保險人)之要求，本公司同意本保險契約保險費，延自保險責任開始之日起至遲三十日內收清，並先行簽交保險單。 二、 倘要保人(或被保險人)未能在前項約定延緩期間內付清保險費，或所交付票據未能於延緩期間內兌現時，本公司即根據保險法第六十八條規定，以書面通知要保人自延緩期滿之翌日起解除契約，其在有效期間之應收保險費仍按短期費率計收，並通報同業，須俟該項欠費付清後始可承保。 三、 本特約條款亦適用於本保險契約所載保險費以外之增加或附加保險費。
(一一 O)	明台產物商業火災保險各種特約條款	特約條款A（一般特約條款） 第一條 特約條款之效力 被保險人如違背本保險契約所適用之有關特約條款時，本公司得解除本保險契約。保險事故發生後亦同。 第二條 不得外保特約條款 保險標的物，除經本公司同意並簽發批單之外，被保險人不得向其他保險人另訂保險契約。 第三條 不置存商品貨物及不從事製造工作特約條款 被保險人保證在本保險契約所承保處所內，不置存商品貨物（樣品及自用物品不在此限）及不從事任何製造工作。 第四條 不對外營業之俱樂部、招待所特約條款 被保險人保證本保險契約所承保之俱樂部或招待所，為非會員組織，不對外營業。 第五條 無人居住或使用建築物特約條款 被保險人保證本保險契約所承保之建築物或置存保險標的物之建築物，無人居住或使用，並不置存商品、貨物、機器。 特約條款B（行號、商店特約條款） 第一條 普通品行號商店（無製造工作）特約條款 被保險人保證在本保險契約所承保處所內，不置存危險品或特別危險品（詳見附表）；但為供應本業買賣者，不在此限。被保險人亦保證在該處所內，不從事間接或直接用火力、熱力、人工或動力之任何製造工作。 第二條 普通品行號商店（有製造工作）特約條款 被保險人保證在本保險契約所承保處所內，不置存危險品或特別危險品（詳見附表）；但為供應本業買賣或製造本業貨品所必需者，不在此限。如有製造工作者： 1.動力，不得超過五匹馬力（不包括抽水馬達、電梯、空氣調節器等用之原動力）。 2.電力設備（即使用於熱源之電力，例如：電爐、電熱、電鍍、電氣分解等用之電力），合計不得超過12.5KW。 3.從事製造工作人員，不得超過十五人。 4.製造過程及使用原料、材料全部或一部份均不得變更。 第三條 危險品行號商店（無製造工作）特約條款 被保險人保證在本保險契約所承保處所內，不置存特別危險品（詳見附表）；但為供應本業買賣者，不在此限。被保險人亦保證在該處所內，不從事間接或直接用火力、熱力、人工或動力之任何製造工作。 第四條 危險品行號商店（有製造工作）特約條款 被保險人保證在本保險契約所承保處所內，不置存特別危險品（詳見附表）；但為供應本業買賣或製造本業貨品所必需者，不在此限。如有製造工作者： 1.動力，不得超過五匹馬力（不包括抽水馬達、電梯、空氣調節器等用之原動力）。 2.電力設備（即使用於熱源之電力，例如：電爐、電熱、電鍍、電氣分解等用之電力），合計不得超過12.5KW。 3.從事製造工作人員，不得超過十五人。 4.製造過程及使用原料、材料全部或一部份均不得變更。 第五條 特別危險品行號商店特約條款 被保險人保證在本保險契約所承保處所內，如有製造工作者： 1.動力，不得超過五匹馬力（不包括抽水馬達、電梯、空氣調節器等用之原動力）。 2.電力設備（即使用於熱源之動力，例如：電爐、電熱、電鍍、電氣分解等用之電力），合計不得超過12.5KW。 3.從事製造工作人員，不得超過十五人。 4.製造過程及使用原料，材料全部或一部份均不得變更。 第六條 無零售鐘錶特約條款 被保險人保證本保險契約所承保之鐘錶不對外零售，並檢附明細表列明鐘錶廠牌、型式、款式號碼、數量、單價及存放位置（如存放位置圖），倘有變更或移動時，應立即通知保險人同意後批改之。 第七條 加油站特約條款 被保險人保證在本保險契約處所承保處所內之地面，不置存石油。 第八條 不置存汽油特約條款

		被保險人保證在本保險契約所承保處所內，不置存汽油、液體燃料或空油桶；但汽車蓄油缸內所儲存或預備隨時加用而不超過二百公升者，不在此限。 特約條款C（倉庫特約條款） 第一條 普通品倉庫特約條款 被保險人保證在本保險契約所承保倉庫內，不置存危險品或特別危險品（詳見附表）；除作為收發貨物之辦公處所或駐守人員住所外，不得兼作住家、舉炊或倉庫以外之其他用途。 第二條 危險品倉庫特約條款 被保險人保證在本保險契約所承保倉庫內，不置存特別危險品（詳見附表）；除作為收發貨物之辦公處所或駐守人員住所外，不得兼作住家、舉炊或倉庫以外之其他用途。 第三條 特別危險品倉庫特約條款 被保險人保證在本保險契約所承保倉庫內，除作為收發貨物之辦公處所或駐守人員住所外，不得兼作住家、舉炊或倉庫以外之其他用途。 特約條款D（一般工廠特約條款） 第一條 工廠特約條款 本保險契約所適用之各項費率，係依據被保險人告知各該工作製造過程及使用之原料、材料而訂定。 被保險人保證在本保險契約所承保之各該製造工作場所內（屋內），不置存危險品或特別危險品（詳見附表）；但為供應各該工作場所內製造過程所必需使用而非為貯藏性質者，及其成品，不在此限。如製造過程或使用原料、材料全部或一部份有變更時，應事先通知本公司。 第二條 化學工廠特約條款（A） 被保險人保證在本保險契約所承保處所內，不使用危險品或特別危險品原料，亦不製造危險品或特別危險品（詳見附表）。 第三條 化學工廠特約條款（B） 被保險人保證在本保險契約所承保處所內，不使用特別危險品原料。如使用危險品原料，則不製造危險品或特別危險品。使用普通品原料，則不製造特別危險品（詳見附表）。 第四條 化學工廠特約條款（C） 被保險人保證在本保險契約所承保處所內，不使用特別危險品原料，亦不製造特別危險品（詳見附表）。 第五條 化學工廠特約條款（D） 被保險人保證在本保險契約所承保處所內，如製造特別危險品，則不使用特別危險品原料。使用特別危險品原料，則不製造危險品或特別危險品（詳見附表）。 第六條 化學工廠特約條款（E） 被保險人保證在本保險契約所承保處所內，如製造特別危險品，則不使用特別危險品原料。使用特別危險品原料，則不製造特別危險品（詳見附表）。 第七條 塑膠成品工廠特約條款 被保險人保證在本保險契約所承保處所內，不使用粉狀或液體塑膠原料，並不使用化學調和劑，亦不製造塑膠（合成樹脂）原料。 第八條 不得有動力鋸裁原木及火力乾燥工作特約條款 被保險人保證在本保險契約所承保處所內，不得有動力鋸裁原木及火力乾燥工作。 第九條 木材特約條款 被保險人保證在本保險契約所承保處所或在距離木堆一五．二四公尺（五十呎）範圍內，不從事動力鋸木工作。 第十條 水泥廠磨煤特約條款 被保險人保證在本保險契約所承保處所內，煤碎、煤粉均需封閉於鐵管或器皿內。 第十一條 露天堆存廢紙、甘蔗渣及稻草特約條款 被保險人保證在本保險契約所承保處所內，所置存之廢紙、甘蔗渣或稻草與其他建築物之距離，應在一五．二四公尺（五十呎）以上。 第十二條 工廠停工特約條款 被保險人保證在本保險契約所承保之工廠如停工應連續三十天以上。所謂停工係指由原料至成品之製造工作程序全部停止。在停止期間內，除為使機件靈活得試車外，不從事任何製造工作。工廠恢復開工時，被保險人應立即通知本公司。 第十三條 石油特約條款（A） 被保險人保證在本保險契約有效期間，不論建築油槽、鐵樽、鐵罐其他容器內，均不置存燃燒性氣體或閃火點（Flash Point）在攝氏六五．五度（華氏一百五十度）以下之礦油及其流質或混合物，其空地距離亦不得在一五．二四公尺（五十呎）以內。 第十四條 石油特約條款（B） 被保險人保證在本保險契約有效期間，不論建築油槽或其他容器內，均不置存燃燒性氣體或閃火點（Flash Point）在攝氏二二．八度（華氏七十三度）以下之礦油及其流質或混合物，且其置存數量不得超過四千公升，其空地距離亦不得在一五．二四公尺（五十呎）以內。 特約條款E（紡織工廠特約條款） 第一條 紡織工廠特約條款 被保險人保證在本保險契約所承保各該製造工作場所內（屋內），不置存危險品或特別危險品（詳見附表）；但為供應各該工作場所內製造過程所必需使用而非貯藏性質者，及其成品，不在此限。又該製造工作場所內，其製造過程另有特約條款限制者，仍應受該特約條款之約束。

		第二條 棉紡織廠特約條款 被保險人保證在本保險契約所承保處所內，依照下列各款之約定，不從事各該工作製造過程以外之工作： （一）清花部份：不置存油漬花、廢花或下腳花。 （二）粗紡細紡部份：不從事拆包、和花、軋花、吹花、清花及其他梳棉前之工作。 （三）織布部份：不從事漂白、染布、拉幅、拉闊、軋光、絲光、印花、起（拉）毛、燒毛或剪毛工作。 （四）整染部份：不從事起（拉）毛、燒毛或剪毛工作。 第三條 織布廠特約條款 被保險人保證在本保險契約所承保處所內，依照下列各款之約定，不從事各該工作製造過程以外之工作： （一）織布部份：不從事漂白、染布、拉幅、拉闊、軋光、絲光、印花、起（拉）毛、燒毛或剪毛工作。 （二）整染部份：不從事起（拉）毛、燒毛或剪毛工作。 第四條 針織廠特約條款 被保險人保證在本保險契約所承保處所內，不從事起（拉）毛工作。 第五條 棉線、絲線、導線工廠特約條款（A） 被保險人保證在本保險契約所承保處所內，不從事木工工作。 第六條 棉線、絲線、導線工廠特約條款（B） 被保險人保證在本保險契約所承保處所內，不從事直接火力乾燥工作。 第七條 綢緞工廠特約條款 被保險人保證在本保險契約所承保處所內，不從事整染工作;但染絲除外。 第八條 毛紡織廠特約條款 被保險人保證在本保險契約所承保處所內，依照下列各款之約定，不從事各該工作製造過程以外之工作： （一）梳毛前部份：不置存廢毛或下腳毛。 （二）梳毛部份：不從事拆包、反毛、打毛或和毛工作。 （三）精紡及毛織部份：不從事整染工作；但染毛紗線除外。 第九條 蘇紡織廠特約條款 被保險人保證在本保險契約所承保處所內，依照下列各款之約定，不從事各該工作製造過程以外之工作： （一）粗紡及粗紡以前部份：不置存廢蘇或下腳蘇。 （二）精紡織造部份：不從事整染工作;但染蘇紗線除外。 第十條 人造棉紡織廠特約條款 被保險人保證在本保險契約所承保處所內，依照下列各款之約定，不從事各該工作製造過程以外之工作： （一）清花部份：不使用蘇、植物性纖維原料及攙用棉花，並不置存油漬花、廢花或下腳棉。 （二）粗紡細紡部份：不從事拆包、和棉、軋棉、吹棉、清棉、及其他梳棉前之工作。 （三）織布部份：不從事漂白、染布、拉幅、拉闊、軋光、絲光、印花、起（拉）毛、燒毛或剪毛工作。 （四）整染部份：不從事起（拉）毛、燒毛或剪毛工作。 第十一條 印花特約條款 被保險人保證在本保險契約所承保處所內，不從事印花工作；但染線除外。 第十二條 純粹印花整染廠特約條款 被保險人保證在本保險契約所承保處所內，不從事燒毛、剪毛或起（拉）毛工作。 第十三條 起（拉）毛工作特約條款 被保險人保證在本保險契約所承保處所內，不從事純人造纖維布類以外之起(拉)毛工作。 第十四條 土包棉花特約條款 被保險人保證在本保險契約所承保處所內，不置存散花、油漬花、廢花、並不從事拆包及晒烘棉花等工作。 特約條款F（其他特約條款） 工廠擴充或增建工程時期進口機器設備特約條款 被保險人保證在本保險契約所承保處所內，依照下列各款約定： （一）進口機器設備之置存處所與原有工廠範圍或危險品、特別危險品倉庫之距離，應在七•六二公尺以上。 （二）置存前項機器設備之倉庫或建築中建築物，除裝置機器之必要工作外，不從事其他製造工作，亦不置存危險品或特別危險品。 （三）前項機器裝置完成開始試車時，被保險人應立即通知本公司，改按工廠本身費率計費。
(一一一)	明台產物商業火災保險抵押權附加條款(G)	第一條 茲經雙方同意，訂立商業火災保險抵押權附加條款（以下簡稱本附加條款），本公司同意就本保險契約之保險金在抵押權人與被保險人債權債務範圍內，應優先清償抵押權人之抵押債權，本公司並應直接給付予抵押權人。 第二條 保險金清償被保險人所欠抵押債務後仍有餘額時，該餘額應給付予被保險人。 第三條 被保險人同意於承保事故發生後，於未受清償債務範圍內，抵押權人得以代理人身

		分代理被保險人申請理賠。 抵押權人以代理人身分申請理賠時，應併檢附尚未受清償之抵押債權餘額證明文件。 第四條 抵押權人之抵押債權因保險金之給付而受清償時，應自受清償日起十日內將繳款證 明交付本公司，本公司應即交付被保險人。 第五條 要保人或被保險人未繳清保險費時，抵押權人即不得依本附加條款第一條及第二條 就給付之保險金額優先受償。但抵押權人經本公司通知並於十五日內代為繳付保險 費者，不在此限。 第六條 本公司依本保險契約之約定終止契約時，應於十五日前通知抵押權人。
(一一二)	明台產物商業火災保險附加條款(SA)	第一條 電器設備條款 茲經雙方同意本保險契約所承保之電機、電氣器具或電氣設備之任何部份，因使用過度、電壓過高、搭線、短路、電弧、自燃或漏電等事故所致其本身之毀損或滅失，本公司不負賠償責任。 但因上列事故所引起之火災波及其他保險標的物，本公司對該波及部分仍負賠償責任。 第二條 錄影帶、錄音帶條款 茲經雙方同意本保險契約所承保之錄影帶、錄音帶，因保險事故發生損失時，賠款之理算僅以空白帶之成本及拷貝費用為限，不包括任何權利金。 第三條 書籍條款 被保險人同意本保險契約所承保之書籍，因保險事故而發生損失時，其賠償金額每本不超過新臺幣壹仟元。 第四條 鐘錶條款 被保險人同意本保險契約所承保之各種鐘錶，因保險事故而發生損失時，其賠償金額每件不超過新臺幣貳仟元。 第五條 金銀珠寶首飾條款 被保險人同意對保險標的物內之金銀首飾、器皿及經鑲嵌珠寶玉石之首飾，祇以其製造費用為限。但金銀條塊及未經鑲嵌之珠寶、玉石不在承保範圍內。 第六條 典押當條款 （一）被保險人同意對古玩及書畫皆不在保險標的物範圍內。 （二）本公司對置存於具有防火功能之保險櫃（庫）內之珠寶、首飾、鐘錶之賠償，得依被保險人之櫃帳或當票存根所載之金額為基準。 （三）本公司對未置存於保險櫃（庫）內之珠寶、首飾每件最高賠償金額以新臺幣伍仟元為限，鐘錶每隻以新臺幣一仟元為限。 （四）本公司對珠寶、首飾、金銀器皿及鐘錶之賠償，必須依據標的物現場所清點之殘餘物為憑，否則一概不予承認。 （五）當物因保險事故遭受毀損或滅失時，當物價值之估計應包括： （甲）該當物之實在當本（即櫃帳或當票票面之貸款金額）。 （乙）保險事故發生之日為止，依照法定押當利率計算之利息。利息之計算，最高以三個月為限。 （丙）依照當舖法之規定，當舖業對於原物主（押當人）應付之賠償金額，惟最高之賠償金額不得超過當票面額之五成。 被保險人請求上述（甲）（乙）二項賠償時，應提出櫃帳或當票存根或其有關帳冊，對於上述（丙）項請求賠償時，並應提供原物主（押當人）所持之當票，否則本公司不予賠償，如上述帳冊或當票存根遺失時，應提供其他證據。惟對珠寶、首飾、金銀器皿及錶錶之理賠，仍應依照本條款第（二）、（三）、（四）款辦理。 （六）流當物因保險事故遭受毀損或滅失時，流當物價值之估計應包括： （甲）該當物之實在當本（即櫃帳或當票票面之貸款金額）。 （乙）保險事故發生之日為止，依照法定押當利率計算之利息。利息之計算，最高以三個月為限。 （七）本公司對上述規定之賠償總額，無論在任何情形下，以該押當物在保險事故發生時本身之實際價值為限，但不得超過保險金額。 第七條 建築中建築物條款 被保險人同意本保險契約所承保之建築中建築物全部或部分一經完工，應立即通知本公司。 第八條 電影片條款 茲經雙方同意本保險契約所承保之電影片，因保險事故而發生損失時，理賠之估計不包括任何權利金，僅以該電影片印製（拷貝）之成本為限。如屬國外進口之電影片，並包括進口稅捐、運費及保險費，但每部電影片賠償金額，不超過新臺幣　　元。 第九條 冷藏貨物條款（A） 茲經聲明：因保險事故或其他任何原因發生，使冷凍機器或冷藏設備一部分或全部損毀，致保險標的物由於溫度變化遭受之腐壞或損失，本公司不負賠償之責。 第十條 冷藏貨物條款（B） 茲經聲明:置存保險標的物之建築物或處所，因保險事故發生，使冷凍機器或冷藏設備一部分或全部損毀，致保險標的物由於溫度變化遭受之腐壞或損失，本公司負賠償之責。

		第十一條 起（拉）毛機條款 **被保險人同意本保險契約所承保之起（拉）毛機，其針布部分不在保險標的物範圍內。**
(一一三)	明台產物商業火險抵押權、質權特約條款(臺灣銀行押貸保險業務專用)	**第一條 承保範圍** **茲經雙方同意，要保人於投保主保險契約後，投保本明台產物保險商業火險抵押權、質權特約條款（臺灣銀行押貸保險業務專用）（以下簡稱本附加條款），因被保險人對於主保險契約所保標的物，經向抵押權、質權人（如主保險契約記載）設定抵押權、質權，並在要保書內允諾將該項保險之賠償請求權，就其抵押、質押之債務範圍讓與抵押權、質權人，爰經保險人（簡稱本公司）同意並與抵押權、質權人協議，在不影響被保險人剩餘權利之原則下，訂立本附加條款，雙方共同遵守。** 第二條 賠付對象 本公司如有依主保險契約應負責之賠償發生，應按主保險契約有關條款所約定之賠償金額，就所設定抵押權、質權之債權範圍，賠付與抵押權、質權人。 **第三條 通知義務** **被保險人縱未能履行主保險契約之危險變更、停效與復效、保險標的物移轉之通知義務，或抵押權、質權標的物所有權有所變更，抵押權、質權人之索賠權利亦仍不受影響，但須以上述行為未經抵押權、質權人所知悉者為限。** **抵押權、質權人如知悉被保險人有上述行為時，應儘速以書面通知本公司。抵押權、質權人如怠於通知，則本公司對於自抵押權、質權人知悉之時起，至通知已到達之時止，其期間內之損失，不負賠償責任。** 第四條 保險費代繳義務 要保人或被保險人如怠於繳付保險費之全部或一部，或以票據繳付之保險費而未能如期兌現時，抵押權、質權人應於接獲本公司通知之十五日內代向本公司繳付，否則本公司得以書面通知終止本契約。 主保險契約如因增加保險金額、加保其他事故或因危險增加而需加繳保險費時，倘係為確保抵押權、質權標的物利益者，抵押權、質權人仍負前項之代繳義務。 第五條 損失清單之提供 損失發生後如被保險人怠於提出損失清單，抵押權、質權人於被通知之六十日內應代為提出。此時抵押權、質權人即具有被保險人之地位，其代繳保險費者亦同。 第六條 保險契約之終止 主保險契約非經抵押權、質權人之同意，不能由要保人或被保險人終止。但本公司如由於主保險契約終止或保險法第八十二條第一項之原因而終止時，應以通知送達於抵押權、質權人，在十五日期間內主保險契約及本附加條款對於抵押權、質權人仍繼續有效。 第七條 抵押權之讓與 本公司依本附加條款第三條第一項之約定情事而賠付與抵押權、質權人時，抵押權、質權人應將原債權抵押權、質權及其附屬權利，按所領賠償金額之範圍讓與本公司，並與本公司辦理必要之手續。 第八條 保險期間之屆滿 本附加條款因主保險契約之保險期間屆滿，或保險法第八十一條之情事發生而當然終止，或因抵押權、質權之消滅而失其效力。 第九條 條款之適用 主保險契約及其他附加條款，與本附加條款抵觸者，悉以本附加條款之約定為準。
(一一四)	明台產物貨物預約保險附加條款（商業火災保險適用）（商業火災綜合保險適用）	**第一條 約定事項** **茲經雙方同意，要保人於投保主保險契約後，投保本明台產物貨物預約保險附加條款（商業火災保險適用）（商業火災綜合保險適用）（以下簡稱本附加條款），本附加條款所承保之條件，除主保險契約另有約定外，約定事項如下：** **一、 本公司之保險責任，自本附加條款有效期間內所承保之保險標的物，進入本保險單所載之存放處所時開始。** **二、 被保險人應按月將該月保險標的物存放數量、單位價值及金額，於次月十五日內通知本公司，憑以計算保險費。如逾期不為通知時，本公司即以本保險單所載預約之保險金額計算保險費。** **三、 本公司於簽發本保險單時，以保險單所載預約之保險金額計算全年保險費，並應先預收百分之七十五。** **本公司於本保險單有效期間內，按月計算保險費，如逐月累計應收之保險費，超過預收保險費時，被保險人應即將該超過部分之保險費付清。** **保險期間屆滿時，如累計應收保險費低於預收保險費，本公司就預收保險費與應收保險費之差額部分予以退還，但應收保險費不得低於全年保險費之百分之五十。** **四、 保險事故發生需予理賠時，本公司依損失發生當時之實際存量與單位價值計算保險標的物實際價值，據以理賠；但最高賠償金額不得超過本保險單所載預約之保險金額為限。** **五、 如遇損失理賠時，被保險人應補交自該項損失發生日起按賠償金額計算至本保險單到期日止之保險費。** 第二條 條款之適用 本附加條款所記載之事項，如與主保險契約相抵觸時，依本附加條款之約定辦理，其他

		事項仍適用主保險契約之約定。
(一一五)	明台產物火災保險續保約定附加條款	**第一條　　承保範圍** **茲經雙方同意，要保人投保明台產物火災保險（以下簡稱主保險契約）後，加保明台產物火災保險續保約定附加條款（以下簡稱本附加條款），本公司依本附加條款之約定，在有利於或不影響要保人及被保險人之權益，逐年辦理續保。** **第二條　　續保約定** **經本公司依約定方式通知且要保人於保險期間屆滿前或本公司另行指定之期限內繳交續保保險費，本公司應製發續保年度之保險單及保險費收據，作為主保險契約及其附加條款續保約定之憑證。** **第三條　　續保約定之終止** **要保人於加保本附加條款後，得隨時以書面通知本公司辦理終止續保之約定。本公司於接獲終止通知後，不再辦理次年度主保險契約之續保。** 第四條　　條款之適用 本附加條款所載事項，如與主保險契約約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約相關條款約定辦理。
(一一六)	明台產物新商店綜合保險	**一般事項** **第一條** **本保險單之基本條款、附加條款、特約條款、附表、明細表或批單、批註及本保險契約有關之要保書，均係本保險契約之構成部份。** **第二條** **被保險人履行或遵守本保險單所載及簽批之事項或其它約定，為本公司負責賠償之先決條款。** **第三條** **訂立契約時，要保人對於本公司之書面詢問，應據實說明。** **要保人有為隱匿或遺漏不為說明，或為不實之說明，足以變更或減少本公司對於危險之估計者，本公司得解除本保險契約；其危險發生後亦同。但要保人證明危險之發生未基於其說明或未說明之事實時，不在此限。** **前項解除契約權，自本公司知有解除之原因後，經過一個月不行使而消滅；或本保險契約訂立後經過二年，即有可以解除之原因，亦不得解除本保險契約。** **第四條** **被保險人對其受僱人之選任，應盡相當之注意，對其營業處所之建築物、通道、機器或其他工作物，應定期檢查，隨時注意修復，並對意外事故之發生，應盡一切可能予以防止。** **第五條** **保險標的物或置存保險標的物之建築物或營業處所，其使用性質或建築情形或保險標的物本身之危險性質有所變更，致增加保險事故發生之危險時，如係由於要保人或被保險人之行為所致者，應事先通知本公司。如不由於要保人或被保險人之行為所致者，應於知悉後十日內，通知本公司。要保人或被保險人不依本約定為通知者，除不可抗力之事故外，不

		問是否故意，本公司得解除本保險契約，保險事故發生後亦同。但其危險增加之事實已消滅者，不在此限。 **本公司遇有前項情形，得終止契約或提議另訂保險費。要保人對於另訂保險費不同意者，其契約即為終止。** **危險性質有所變更，致減少保險事故發生之危險時，被保險人得通知本公司減低費率。** **第六條** **本保險契約得隨時經被保險人要求而終止。本公司亦得隨時終止本保險契約，惟應於終止日前十五日以書面通知被保險人。** **第七條** **本保險契約終止時，保險費按下列方式計算：** **一、　其原因可歸責於本公司者，按日數比例計算。保險費已交付者，本公司應返還超過部份之保險費；未交付者，被保險人應交付有效期間之保險費。** **二、　其原因可歸責於被保險人者，按短期保險費之約定計算。保險費已交付者，本公司應返還超過部份之保險費；未交付者，被保險人應交付有效期間之保險費。** **一般不保事項** **第八條** **因下列事故所致之毀損、滅失或對於第三人應負之賠償責任，本公司不負賠償之責：** **一、　不論任何原因，各種放射線之幅射及放射能之污染。** **二、　不論直接或間接因原子能引起之任何保險事故。** **三、　戰爭（不論宣戰與否）、類似戰爭行為、叛亂或強力霸佔、徵用、沒收等。** **四、　要保人、被保險人或受僱人或其家屬之故意或違反法令之行為；但被保險人之家屬非企圖使被保險人獲得賠償金等者，不在此限。** 一般理賠事項 第九條 遇有任何意外事故，可能導致本保險契約承保範圍內之賠償請求時，被保險人應按下列約定辦理： 一、　要保人或被保險人應於知悉保險事故發生時，立即通知本公司，並應於三十日內（竊盜部份為七日內），或經本公司書面同意之展延期間內，自行負擔費用，提供下列文件或證物後，方可辦理賠償手續： 1.　賠償金申請書、損失清單、損失狀況報告書（責任保險部份為賠償金申請書、醫師之診斷證明書或死亡證明書或醫療費用單據），以及損失有關之其他證明文件。 2.　保險標的物若另向其他保險人要保同一危險事故之保險者，應另開清單詳載一切保險事項。 3.　本公司認為有必要時，得要求被保險人提供有關保險標的物之各項詳細圖樣、說明書、簿冊、憑證、帳單及其有關證物。 二、　要保人或被保險人不依第一款約定為通知者，其因而擴大之損失，本公司不負賠償責任。 三、　立即採取必要合理措施，以減少損失至最低程度。

		四、　保留受損及可能受損之保險標的物，隨時接受本公司指派人員之勘查。 五、　竊盜所致之損失應立即通知治安機關。 六、　非經本公司書面同意，不得擅自承認、要約、允諾或給付賠償或拋棄對第三人之追償權。 七、　於被控訴或被請求賠償而收受法院公文、傳票、訴狀或賠償請求書等文件時，應立即通知本公司。 第十條 保險事故發生後，本公司得查勘發生事故之建築物或營業處所，並得查勘被保險人置存於該建築物或營業處所內財產之全部或一部，並加以分類、整理、搬運、保管或做其他合理之處置。 本公司執行前項工作不影響本保險契約之權利義務。要保人或被保險人或受僱人無正當理由拒絕或妨礙本公司執行第一項工作時，喪失該項損失之賠償請求權。 第十一條 被保險人因發生本保險契約承保之意外事故，致被控訴或受賠償請求時： 一、　本公司經被保險人之委託，就民事部份得以就被保險人之名義，代為抗辯或進行和解，所生費用由本公司負擔，但應賠償之金額超過保險賠償限額者，由本公司及被保險人依保險賠償限額與超過金額之比例分攤之；被保險人經本公司之要求，仍有到法院應訊並協助覓取有關證據及見證人之義務；被保險人之民事責任與刑事責任有牽連關係或民事賠償責任超過本保險契約賠償限額者，本公司非經被保險人書面而同意，不得捨棄、認諾、撤回或和解。 二、　被保險人因處理民事賠償請求所生之費用及因民事訴訟所生之費用，以必要者為限，由本公司償還之。 三、　民事部份，除必需之急救費用被保險人得逕予支付外，非經本公司同意，被保險人不得擅自承認、要約、允諾、和解或給付賠款，但被保險人自願負擔者，不在此限。 四、　被保險人因刑事責任被控訴時，其具保及因刑事訴訟所生之一切費用，由被保險人自行負擔，本公司不負償還之責。 本公司於給付賠償金或回復原狀後，得就賠償金額或回復原狀所需費用之範圍內，對負有損失賠償之第三人行使追償權。本公司行使前項權利之必要或合理行為，被保險人均應同意允任本公司辦理，所需費用則歸本公司負擔。 第十二條 依照本保險契約之約定，應由本公司負賠償責任時，悉以本保險契約所載金額各項約定之保險金額為限，但被保險人之實際損失或賠償責任低於保險金額時，除本保險契約另有約定外，本公司依該較低之金額賠償之。 第十三條 被保險人對於本保險之賠償請求，如有任何欺詐行為，或提供虛偽報告，或設施詭計情事時，本保險契約之效力即告喪失。 第十四條 保險事故發生時，如另有他種保險契約同時承負責任，本公司僅按各該保險金額與總保險

		金額之比例負賠償之責。但他種保險契約有國際慣例可單獨賠償者，從其規定。 第十五條 本公司與被保險人對於損失金額發生爭議時，得交付仲裁。仲裁時，其程序及費用依仲裁法及相關法規規定辦理。 第十六條　　本保險契約未約定事項悉依照保險相關法令之規定辦理。 火災及其附加條款 **承保範圍** **第一條** **本公司對因下列第一項第一款至第六款危險事故所致保險標的物之毀損或滅失，依照本附加條款之約定，負賠償責任；但因下列第二項第一款至第三款危險事故所致保險標的物之毀損或滅失，須經特別約定載明承保，並加繳保險費後，由本公司依約定負賠償責任。** **一、　火災。** **二、　閃電及雷擊。** **三、　爆炸。** **四、　航空器或其墜落物之碰撞。** **五、　機動車輛或其裝載物之碰撞。** **六、　罷工、暴動、民眾騷擾、惡意行為。** **須經特別約定承保之危險事故** **一、　竊盜。** **二、　颱風及洪水。** **三、　地震。** **因第一項各款及第二項經特別約定載明承保危險事故之發生，為救護保險標的物，致保險標的物發生損失者，視同本保險契約承保危險事故所致之損失。** **第二條** **本公司對於下列之毀損、滅失或費用亦負賠償責任：** **一、　保險標的物所在地址內自有地下管線因保險事故所致之毀損或滅失。** **二、　殘餘物之處理費用：保險標的物發生損失時，因拆除或清理殘餘物所發生的必要費用。但每一事故之賠償責任以賠償金額百分之五為限。** **三、　建築物遭受毀損或滅失後，為回復原狀所必要且合理之建築師費用。但每一事故之賠償責任以房屋裝修賠償金額百分之二為限。** **四、　置存於保險標的物之建築物內而遭受竊盜所致之毀損，如有約定承保竊盜者本公司亦負賠償責任。** **五、　保險標的物（貨物及員工衣物除外）暫時遷離保險契約內所載之處所，因保險事故所致之毀損或滅失。但因竊盜或運送途中因颱風或洪水所致之毀損或滅失，不負賠償責任。** **前項第五款之賠償責任以各該項保險標的物之保險金額百分之十為限。** **前項第二、三、五款之補償費用與實際損失合計超過保險金額時，以保險金額為限。** 定義

		第三條 保險標的物：指本保險契約所承保之不動產或動產。 不動產：指建築物及營業裝修，但不包括土地。 一、 建築物：指定著於土地，供被保險人經營業務或從事生產之建築物及公共設施之持分。為使建築物適合於業務上之使用而裝置並附著於建築物之中央冷暖氣系統、電梯或電扶梯及水電衛生設備視為建築物之一部分。 二、 營業裝修：指為業務需要，而固定或附著於建築物內外之裝潢修飾。 動產：除本保險契約另有約定外，指營業生財、機器設備、貨物。 一、 營業生財：指經營業務所需之一切器具、用品，包括招牌及辦公設備。 二、 貨物：係指被保險人所製造或購入以供出售之財物而言，包含被保險人於保險事故發生後，應負賠償責任之受託物品。 三、 機器設備：指作為生產用途所必需之機器及設備。 營業處所：指經載明於本保單首頁，為本保險契約所承保不動產所在地或動產之置存處所。 損　　失：指承保的危險事故發生對保險標的物直接所致的毀損或滅失，不包括租金收入、預期利益、違約金、其他間接損失或對第三人的損害賠償。但本保險契約另有約定者，不在此限。 實際價值：指保險標的物在保險事故發生時保險標的物在當時當地之實際現金價值，即以重建或重置所需之金額扣除折舊後之餘額；至於貨物以其保險事故發生當時當地重新取得或製造之成本為實際現金價值，但製造成本以直接原料及直接人工為限。 竊　　盜：係指除被保險人或其家屬、受僱人或與其同住之人以外之任何人，企圖獲取不法利益，毀越門窗、牆垣、或其它安全設備，並侵入置存保險標的物之處所，而從事竊取或奪取之行為。 颱　　風：係指經中央氣象局就臺灣地區發布有陸上颱風警報者。 洪　　水：係指由海水倒灌、海潮、河川、湖泊、水道之水位突然暴漲、氾濫，或水壩、水庫、堤岸崩潰，或豪雨、雷雨之積水導致地面遭水迅速淹沒之現象。 地　　震：係指經中央氣象局監測並記錄之自然地震。 理賠事項 第四條 遇有保險事故發生時或發生後，要保人或被保險人應盡力避免或減輕損失，其因而所發生之必要之費用，本公司於其必要合理範圍內負償還之責。其償還數額與理賠金額，合計雖超過保險金額時，本公司仍應償還。 本公司對前項費用之償還，以保險金額對保險標的物之價值比例定之。要保人或被保險人因故意或重大過失違反第一項之義務者，其因而擴大之損失，本公司不負賠償責任。 第五條 損失發生時，保險標的物之實際價值高於保險金額者，本公司僅按保險金額與保險標的物實際價值之比例負賠償之責。倘保險標的物不止一項時，應逐項分別計算。 第六條

		本公司對應負賠償責任之毀損保險標的物，得決定一部或全部回復原狀或以金錢賠償。 前項所稱回復原狀係指在合理範圍內回復至類似保險標的物未毀損之狀態而言。為回復原狀本公司所需支付之費用，以不超過保險金額為限。本公司如願為回復原狀，被保險人應自行負擔費用，供給本公司所需之圖樣、說明書、尺寸、數量及其他合理而必要之詳細資料。如因建築法規，或其他法令，或其他事由致本公司不能修復或回復原狀時，本公司得以金錢賠償，但以不超過保險金額為限。 **特別除外事項** **第七條** **本公司對於下列各項財物之毀損或滅失，除經特別約定載明外，不負賠償責任：** **一、　金銀條塊及其製品、珠寶、玉石、首飾、古玩、藝術品。** **二、　文稿、圖樣、圖畫、圖案、模型。** **三、　貨幣、股票、債券、郵票、印花稅票、票據及其它有價證券。** **四、　各種文件、證件、帳簿或其他商業憑證簿冊。** **五、　爆炸物。** **六、　機動車輛及動、植物。** **第八條** **本公司對下列各種事故所致保險標的物之毀損或滅失，除經特別約定載明外，不負賠償責任：** **一、　本附加條款第一條第一項第一款至六款、第一條第二項第二至三款及第三項危險事故發生時，所遭遇之竊盜或遺失。** **二、　保險標的物置存於露天，或未全部關閉之建築物所遭遇之竊盜。** **三、　置存保險標的物之建築物連續七十二小時以上無人居住或使用時，所遭遇之竊盜。** **四、　水壩、水庫洩水所造成之洪水。** **五、　翻造或修建中之被保險建築物，因外部門窗及其他開口缺乏完善之防風、防雨設備而遭遇颱風、洪水所致之毀損或滅失。** **六、　因冰霜、暴風雪之毀損或滅失。** **七、　金屬煙囪、室外廣告設備及招牌，或其他室外裝修因颱風或洪水所遭致之毀損或滅失。** **八、　圍牆及其大門或置存於露天之保險標的物（機器設備及貯槽除外）因颱風或洪水所致之毀損或滅失。** 自負額 第九條 在本附加條款有效期間內，因任何一次颱風或洪水所致之損失金額，被保險人最少須自行負擔每一事故為賠償金額之百分之十，最低自負額為新臺幣參萬元，本公司僅對超過部份，負賠償責任。 陸上颱風警報解除後，再度發布之陸上颱風警報視為另一次事故，仍依照本條第一項自負額約定辦理。 洪水退去七十二小時後，再度發生洪水時視為另一次事故，仍依照本條第一項自負額約定

		辦理。 第十條 在本附加條款有效期間內，因任何一次竊盜所致之損失金額，被保險人須自行負擔新臺幣參萬元，本公司僅對超過部份，負賠償責任。 第十一條 在本附加條款有效期間內，因任何一次地震所致之損失金額，被保險人最少須自行負擔每一事故為賠償金額之百分之十，最低自負額為新臺幣參萬元，本公司僅對超過部份，負賠償責任。 前述事故，在連續七十二小時內發生一次以上時，仍視同一次事故辦理。 現金保險附加條款 **承保範圍** **第一條** **本公司對被保險人所有或負責管理之現金於運送途中或營業處所中，因不可預料之事故所致之損失，負賠償責任。** **第二條** **本公司對置存現金之保險櫃或金庫因竊盜行為所致之損失亦負賠償責任。** **前項毀損之修復費用如另有其他保險應予賠償時，適用基本條款第十四條之約定。** 定義 第三條 現金：係指國內現行通用之紙幣、硬幣，或匯票、支票、本票、印花稅票及其他有價證券或債券。 營業時間：係指被保險人為營業之目的，實際使用其營業處所之期間。 賠償限額 第四條 本公司對任何一次現金損失(不含匯票、支票、本票、印花稅票及其他有價證券或債券)之賠償責任以不超過下列金額為限： 一、　運送途中：新臺幣伍萬元。 二、　營業處所中： 1.　於營業時間內：新臺幣伍萬元。 2.　非營業時間但置存於保險櫃或金庫內：新臺幣貳萬伍仟元。 3.　非營業時間且未置存於保險櫃或金庫內：新臺幣壹萬元。 第五條 本公司對任何一次現金之損失(含匯票、支票、本票、印花稅票及其他有價證券或債券)之最高賠償責任額以新臺幣伍拾萬元為限。 **特別除外事項** **第六條本公司對下列事項所致現金損失，不負賠償責任：** **一、　因被保險之受僱人詐欺或不誠實行為所致之損失。** **二、　疏失或短鈔。**

		三、　運送現金之車輛無人看管時發生之損失。 四、　在營業時間內置存現金之櫃台無人看管時所發生之損失。 玻璃保險附加條款 承保範圍 第一條 本公司對固定裝置於被保險人營業處所四周外牆之玻璃，因不可預料之事故所致之毀損負賠償責任。 前項玻璃之毀損其所需拆除或重新裝置之費用，本公司亦負賠償責任。 定義 第二條 除經特別約定載明者外，本保險契約所稱「玻璃」係指一般平面玻璃。 擴大承保範圍 第三條 本公司對下列事項亦負賠償責任： 一、　玻璃上之文字，圖樣或其他之裝飾，於玻璃毀損後之重新置換費用；但本公司對該項費用之賠償金額在保險期間內以不超過新臺幣伍仟元為限。 二、　被保險人所有之商品或貨物因玻璃毀損所致之損失；但本公司對該項毀損之賠償金額每一事故以不超過新臺幣伍仟元為限。 特別除外事項 第四條 本公司對下列事項，不負賠償責任： 一、　玻璃四周框架之毀損。 二、　因四周框架倒塌所致玻璃之毀損。 三、　任何作為廣告標誌用之玻璃。 四、　自然耗損、刮損、磨損、原有瑕疵或破損。 五、　因地震所致之毀損。 責任保險附加條款 承保範圍 第一條 被保險人因經營本保險契約所載之業務，於載明之經營業務處所內，在保險期間內發生下列承保事故，本公司依本保險契約之約定對被保險人負賠償之責： 一、　被保險人因經營業務依法應負之賠償責任。 二、　與本附加條款之承保事故有關並經本公司書面同意之一切訴訟費用及律師費用。 承保事故 第二條 一、公共意外責任 被保險人因在保險期間內發生下列意外事故所致第三人體傷、死亡或第三人財物損失，依法應負賠償責任，而受賠償請求時，本公司對被保險人負賠償之責：

		被保險人或其受僱人因經營業務之行為在本附加條款載明之營業處所內發生之意外事故。 被保險人營業處所之建築物、通道、機器或其他工作物所發生之意外事故。 二、商品責任 被保險人因其所銷售商品之缺陷，在保險期間內發生不可預料之意外事故致第三人（受僱人除外）體傷、死亡或財物受有損失，並在保險期間內受賠償請求時。 保險金額 第三條 一、公共意外責任 每一個人身體傷亡：依保險契約約定之金額 每一意外事故身體傷亡：依保險契約約定之金額 每一意外事故財物損失：依保險契約約定之金額 保險期間內累計保險金額：依保險契約約定之金額 二、商品責任 每一意外事故身體傷亡：依保險契約約定之金額 每一意外事故財物損失：依保險契約約定之金額 累計賠償金額 第四條 本公司對任一承保事故，或同一原因所造成多次承保事故，所致任一受害者或多數受害者之賠償金額，最高依保險契約約定之金額為限；但保險期間內之累計賠償金額最高依保險契約約定之金額為限。 前項所述之承保事故係指商品責任，不包含公共意外責任。 地區限制 第五條 本附加條款僅適用於被保險人於中華民國臺灣地區（含金門、馬祖及政府統治權所及之其他地區）境內，經營業務所致之賠償責任。 擴大承保範圍 第六條 被保險人因發生承保事故致其所承租之營業處所（包含其設備）遭受毀損或滅失，依法應由被保險人負損害賠償責任而受賠償請求時，本公司對被保險人負賠償之責。但被保險人之賠償責任如係基於租賃契約所產生者，不在本公司賠償範圍。 對前項之賠償責任除因火災或爆炸引起者外，被保險人均須先行負擔新臺幣貳仟元，本公司僅對超過部份負賠償責任。 損害防止義務 第七條 被保險人應遵守對於商品產銷有關之法令規定，防阻商品之缺陷，並應採取一切合理必要之安全措施，以防止意外事故之發生。 第八條 本附加條款第二條承保事故不包含下列之賠償責任：

		一、　被保險人故意行為所致者。 二、　被保險人因所有、保管、管理或使用下列財物所致之賠償責任： 1.　各型船隻、航空器及其裝載物。 2.　領有公路行車執照之車輛及其裝載物。 三、　被保險人因經營或兼營非本保險契約所載明之業務種類而發生之賠償責任。 四、　被保險人所有、代人保管或代售之財物，因毀損、滅失所致之賠償責任。 第九條 被保險人所銷售之商品有缺陷或有缺陷之可疑時，為檢查、修理或替換該商品所發生之任何費用或為收回該商品所需退還之價款及所發生之任何費用，本公司不負賠償責任。 冷凍冷藏食物保險附加條款 **承保範圍** **第一條** **本公司對置存於營業處所內之冷凍冷藏食物，直接因溫度升高所致之腐壞或損失，依照本附加條款之約定，負賠償責任。** 定義 第二條 所謂溫度升高係指下列原因所致者： 一、營業處所之電力供應意外中斷。 二、冷凍劑或冷媒突然外洩。 賠償限額 第三條本公司對每一次事故之賠償責任以新臺幣貳拾萬元為限，但對每一冷凍冷藏箱櫃之賠償責任以新臺幣伍萬元為限。 **特別除外事項** **第四條** **本公司對下列事故所致保險標的物之腐壞或損失，不負賠償責任：** **一、　被保險人或其受僱人之疏忽或故意行為。** **二、　電力公司拒絕或限制電力供應。** 貨物運送保險附加條款 **承保範圍** **第一條本公司對被保險人所有之貨物，因使用其自有車輛於裝卸或運輸途中發生不可預料之事故，所致毀損或滅失，依照本附加條款之約定，負賠償責任。** 定義 第二條「貨物」係指與被保險人營業有關之商品或與營業有關之受託物品。 賠償限額 第三條本公司之賠償責任，以下列載明之金額為限： 一、　每一事故每一車輛之賠償金額新臺幣伍萬元 二、　保險期間累計賠償金額新臺幣貳拾伍萬元。 自負額

		第四條在本附加條款有效期間內，因保險事故所致任何一次損失金額，被保險人須自行負擔新臺幣貳仟元，本公司僅對超過部份負賠償負任。 特別除外事項 第五條 本公司對下列毀損或滅失，不負賠償責任： 一、 因蟲害、發黴、腐敗、生鏽、折舊或自然之原因所致貨物之毀損或滅失。 二、 因延遲交貨所致之損失或任何性質之附帶損失。 三、 因竊盜所致之損失。 四、 貨幣有價證券、郵票、珠寶、鐘錶、金銀條塊、玉石及其製品、毛皮或動植物之毀損或滅失；但經特別約定載明者，不在此限。 火災及其附加條款部份另適用之附加條款 附加條款（A） 1.外保特款 保險標的物，除經本公司同意並簽發批單外，被保險人不得向其他保險公司另訂保險契約。 2.電器設備特款 本保險契約所承保之電機、電器器具或電氣設備之任何部份，因使用過度、電壓過高、搭線、短路、電弧，自燃或漏電等事故所致保險標的物本身之毀損或滅失，本公司不負賠償責任。 附加條款（B） 1.書籍特款 被保險人同意本保險契約所承保之書籍，因保險事故而發生損失時，應賠償金額每本不超過新臺幣伍佰元。 2.（A） 鐘錶特款 被保險人同意本保險契約所承保之各種鐘錶，因保險事故而發生損失時，其賠償金額每件不超過新臺幣壹仟元。 （B）無零售鐘錶特款 被保險人保證在本保險契約所承保之鐘錶不對外零售，並檢附明細表列明鐘錶廠牌、型式、款式號碼、數量、單價及存放位置，倘有變更或移動時，應立即通知本公司同意後批改之。因保險事故而發生損失時，本公司依據所附明細表內容理賠。 3.金銀珠寶首飾特款 被保險人同意對保險標的物內之金銀首飾、器皿及經鑲嵌珠寶玉石之首飾，只以其製造費用為限。但金銀條塊及未經鑲嵌之珠寶、玉石不在承保範圍內。 4.公共場所特款 被保險人對本保險契約所承保處所，經主管官署規定所應具備之各項安全設備，應切實遵守設備並維護之。 5.典當特款 (1)被保險人同意對古玩及書畫皆不在保險標的物範圍內。 (2)本公司對置存於具有防火功能之保險櫃(庫)內之珠寶、首飾、鐘錶之賠償，得依被保險人之櫃帳或當票存根所載之金額為基準。 (3)本公司對未置存於保險櫃(庫)內之珠寶、首飾每件最高賠償金額以新臺幣伍仟元為限，鐘錶每隻以新臺幣壹仟元為限。 (4)本公司對珠寶、首飾、金銀器皿及鐘錶之賠償,必須依據標的物現場所清點之殘餘物為憑，否則一概不予承認。

		(5)當物因保險事故遭受毀損或滅失時，當物價之估計應包括： (甲) 該當物之實在當本「即櫃帳或當票票面之貸款金額」。 (乙)保險事故發生之日為止，依照法定押當利率計算之利息，最高以三個月為限。 (丙)依照當舖業法之規定，當舖業對於原主(押當人)應付之賠償金額，惟最高之賠償金額不得超過當票面額之五成。 被保險人請求上述甲乙二項賠償時，應提出櫃帳或當票存根或其有關帳冊，對於上述(丙)項請求賠償時，並應提供原物主(押當人)所持之當票，否則本公司不予賠償，如上述帳冊或當票存根遺失時，應提供其他證據，惟對珠寶、首飾、金銀器皿及鐘錶之理賠，仍應依照本特款第(2)、(3)、(4)款辦理。 (6)流當物因保險事故遭受毀損或滅失時，流當物價值之估計應包括： (甲) 該當物之實在當本(即櫃帳或當票票面之貸款金額)。 (乙) 保險事故發生之日為止，依照法定押當利率計算之利息。利息之計算，最高以三個月為限。 (7)本公司對上述約定之賠償總額，無論在任何情形下，以該押當物在保險事故發生時本身之實際價值為限，但不得超過保險金額。 6.冷藏特款　茲經聲明：因保險事故或其他任何原因發生，使冷凍機器或冷藏設備一部份或全部損毀，致保險標的物由於溫度變化遭受之腐壞或損失，本公司不負賠償之責。 7.鉛字特款　茲經雙方同意本保險契約所承保之鉛字，如遇有損失時，只以其鉛之價值，估計損失金額。 新商店綜合保險抵押權附加條款 第一條 茲經雙方同意，訂立新商店綜合保險抵押權附加條款(以下簡稱本附加條款)，本公司同意就本保險契約之火災及其附加條款保險金在抵押權人與被保險人債權債務範圍內，應優先清償抵押權人之抵押債權，本公司並應直接給付予抵押權人。 第二條 保險金清償被保險人所欠抵押債務後仍有餘額時，該餘額應給付與被保險人。 第三條 被保險人同意於承保事故發生後，於未受清償債務範圍內，抵押權人得以代理人身分代理被保險人申請理賠。 抵押權人以代理人身分申請理賠時，應並檢附尚未受清償之抵押債權餘額證明文件。 第四條 抵押權人之抵押債權因保險金之給付而受清償時，應自受清償日起十日內將繳款證明交付本公司，本公司應即交付被保險人。 第五條 要保人或被保險人未繳清保險費時，抵押權人即不得依本附加條款第一條及第二條就給付之保險金額優先受償。但抵押權人經本公司通知並於十五日內代為繳付保險費者，不在此限。 第六條

		本公司依本保險契約之約定終止契約時，應於十五日前通知抵押權人。 保險費延緩交付特約條款－適用金融機構押貸業務 **一、　茲應要保人(或被保險人)之要求，本公司同意在未交付保險費前先行簽交保險單，其保險費延緩交付日期為保險責任開始三十日內。** **二、　倘要保人(或被保險人)未能在保險責任開始之日起十五日內交清保險費時，本公司應以書面通知抵押(質)權人，並仍應繼續催收保險費。** **三、　抵押(質)權人收到前項通知應於十五日內書面通知本公司，承諾如要保人或被保險人未能在前述延緩期限內交清保險費時，由抵押(質)權人自承諾之日起十五日內負責墊付，倘在上述承諾期間發生保險事故，本公司仍依章理賠但如抵押(質)權未能承諾負責墊付時，本公司即根據保險法第六十八條之規定，以書面通知要保人自延緩期滿之翌日起解除保險契約，其在有效期間之應收保險費仍按短期費率計收，並通報同業，須俟該項欠費付清後始可承保。** **四、　本特約條款亦適用於本保險契約所載保險費以外增加或附加保險費。** 保險費延緩交付特約條款 **一、　茲應要保人(或被保險人)之要求，本公司同意本保險契約保險費，延自保險責任開始之日起至遲三十日內收清，並先行簽交保險單。** **二、　倘要保人(或被保險人)未能在前項約定延緩期間內付清保險費，或所交付票據未能於延緩期間內兌現時，本公司即根據保險法第六十八條規定，以書面通知要保人自延緩期滿之翌日起解除契約，其在有效期間之應收保險費仍按短期費率計收，並通報同業，須俟該項欠費付清後始可承保。** **本特約條款亦適用於本保險契約所載保險費以外之增加或附加保險費。**
(一一七)	明台產物新商店綜合保險建築物承租人火災責任附加條款	**第一條 承保範圍** **茲經雙方同意，要保人於投保明台產物新商店綜合保險（以下簡稱主保險契約）後，加繳保險費，投保本明台產物新商店綜合保險建築物承租人火災責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因所承租之建築物（須位於主保險契約所載明之經營業務處所）發生火災而致毀損或滅失，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。** 第二條 保險金額 本附加條款之每一意外事故及保險期間累計保險金額最高以新臺幣_____元為限，且不受主保險契約所載每一意外事故財物損失保險金額之限制，另行給付之。 第三條 除外責任 本附加條款之承保範圍，不包括被保險人對出租人允諾或要約所增加之賠償責任。但縱無該項契約或協議存在時仍應由被保險人負賠償責任者，不在此限。 第四條 名詞定義 本附加條款所稱「建築物」：係指定著於土地，供被保險人經營業務或從事生產之建築物及公共設施之持分，含固定或附著於建築物內外之裝潢修飾。 第五條 條款之適用 本附加條款所記載事項，如與主保險契約牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約之約定。
(一一八)	明台產物新商店綜合保險食品中毒責任附加條款	**第一條 承保範圍** **茲經雙方同意，要保人於投保明台產物新商店綜合保險（以下簡稱主保險契約）後，加繳保險費，投保本明台產物新商店綜合保險食品中毒責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，於經營業務處所（須於主保險契約載明）或外燴處所供應之食品（不含外帶、外賣食品），致第三人因食品中毒而致體傷、死亡，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於公共意外責任保險附加條款之保險金額範圍內依約定對被保險人負賠償之責。** **第二條 除外責任** **本公司對因供應酒類所致之損失不負賠償責任** 第三條 名詞定義 本附加條款所使用之名詞定義如下：

		一、「食品中毒」：係指二人以上攝取相同的食品而發生相似的症狀，並且自可疑的食餘檢體及患者糞便、嘔吐物、血液等人體檢體，分離出相同類型之致病原因而言。但如因細菌性毒素或急性化學性食品中毒而引起者，即使只有一人，也視為「食品中毒」。 二、「每一意外事故」：係指在保險期間內由於同一食品中毒原因所致一連串體傷或死亡，不論一人或一人以上均視為「每一意外事故」。 三、「酒類」：係指依菸酒管理法所稱之「酒」。 第四條 條款之適用 本附加條款所記載事項，如與主保險契約約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約之約定。
(一一九)	明台產物新商店綜合保險停業損失附加條款	**第一條 承保範圍** **茲經雙方同意，要保人於投保明台產物新商店綜合保險（以下簡稱主保險契約）後，加繳保險費，投保本明台產物新商店綜合保險停業損失附加條款（以下簡稱本附加條款），在本附加條款有效期間內，本公司對於被保險人直接因火災、爆炸引起之火災、閃電雷擊之危險事故所致承保地址內財物毀損或滅失所致之停業損失，依本附加條款之約定，負賠償責任。** 第二條 用詞定義 本附加條款用詞定義如下： 一、營業毛利：係指營業收入總額減去營業成本總額。 二、非持續費用：係指於停業期間內不必繼續支付的費用。 三、停業損失：係指停業期間內，被保險人客觀上無法營業或營業顯有困難，所減少之營業毛利扣除不必繼續支付之各項非持續費用，營業毛利之計算依停業前六個月帳簿、日記簿或財務報表記載計算所得之平均。 四、停業期間：指承保之危險事故發生導致被保險人停業時，期間之計算，以發生停業損失時起，至被保險人以最大努力最快速度恢復營業止，所需之實際營業日數總和；該停業期間雖延至本保險契約到期日以後，亦不受限制。 第三條 保險金額 指以約定之每日賠償額度乘上最高賠償日數作為計算保險金額之基礎，但被保險人得就實際需求約定停業期間每日賠償額度及最高賠償日數。第四條 賠償責任之限制 對於承保之危險事故發生所致之停業損失，除主保險契約另有約定外，本公司僅於本附加條款所載之保險金額範圍內負賠償責任。 若約定每日賠償額度高於實際停業損失時，本公司最高以該實際停業損失賠付之。但如有營業淨損時，每日賠償額度以持續費用扣除營業淨損後之金額為限。 於本保險有效期間內因承保之危險事故發生而本公司依本附加條款之約定為賠償者，此項賠償金額應自保險金額中扣除。但被保險人重新恢復營業後，要保人得按日數比例加繳保險費，恢復保險金額或重新約定保險金額。 如未恢復保險金額或重新約定保險金額者，若再有保險事故發生，本公司僅就保險金額之餘額負賠償責任。一次或多次理賠之賠償金額累積達保險金額時，本附加條款失其效力。 第五條 自負額 對於本附加條款承保危險事故所致之每一次停業損失，被保險人須先負擔二個連續營業日之損失，但另有約定者，從其約定。 凡自承保之危險事故發生時起算，其確定停業期間不超過二個連續營業日者，本公司不負賠償責任，而確定停業期間超過二個連續營業日者，本公司僅就超過自負額之損失部份負賠償責任。 **第六條 不保事項** **本附加條款不承保無論直接或間接因下列各種危險事故或原因所致之停業損失：** **一、其他附帶損失。** **二、因政府命令之焚毀或拆除所致者。但因承保之危險事故發生導致政府命令之焚毀或拆除者，不在此限。** **三、由於租賃權之終止、特許權逾期失效、契約或訂貨單遭解除、取消所致者。** 第七條 理賠文件之提供 遇有承保之危險事故發生本公司需予理賠時，要保人或被保險人應儘速提供停業前六個月之帳簿、日記簿或財務報表等相關證明文件，以利本公司進行理賠金額之計算。 第八條 條款之適用 本附加條款所記載事項，如與主保險契約約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約之約定。
(一二O)	明台產物新商店綜合保險電梯責任附加條款	**第一條 承保範圍** **茲經雙方同意，要保人於投保明台產物新商店綜合保險（以下簡稱主保險契約）後，加繳保險費，投保本明台產物新商店綜合保險電梯責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因所有、使用、管理經營業務處所之電梯，發生意外事故致第三人體傷、死亡或財物損失，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於公共意外責任保險附加條款之保險金額範圍內依約定對被保險人負賠償之責。** **第二條 除外責任**

		本公司對下列事由所致之損失，不負賠償責任： **一、因電梯發生損壞或故障未經修復或經政府主管機關命令停止使用而仍繼續使用發生之賠償責任。** **二、因裝載重量或乘坐人數超過該電梯之負荷量所發生之賠償責任。** 第三條 名詞定義 本附加條款所稱「電梯」係指被保險人設置於經營業務處所之昇降機、自動樓梯或其他類似之昇降設備；但不包括汽車用昇降機或機械式停車場。 第四條 條款之適用 本附加條款所記載事項，如與主保險契約約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約之約定。
(一二一)	明台產物網路損失及電子資料除外不保附加條款(商業火險適用)	**第一條 除外不保事項** **茲經雙方同意，本保險契約對於下列事項所致之損失，本公司不負賠償責任，其同時或先後發生涉有其他原因或事件時，亦同:** **一、網路損失** **二、直接或間接基於、關於、肇因於或可歸責於電子資料之無法使用、功能減損、修復、重製、取代或復原所產生任何性質之損失、責任、賠償請求、費用或支出，包括但不限於相當於前述電子資料價值之金額。** **第二條 名詞定義** 本附加條款之名詞定義如下： 一、網路損失：係指基於、關於、肇因於或可歸責於網路惡意行為或網路意外事故所產生任何性質之損失、責任、賠償請求、費用或支出，包括但不限於為預防、控制、抑制、補救網路惡意行為或網路意外事故而進行之任何處置或措施。 二、網路惡意行為：係指無論發生的時間、地點或是否基於威脅或惡作劇，凡從事未經授權惡意或犯罪行為，而涉及進入、處理、使用或操作任何電腦系統者。 三、網路意外事故：係指因下列事件所致無法進入、處理、使用或操作電腦系統： (一)進入、處理、使用或操作任何電腦系統時，發生單一或一系列相關的錯誤或疏失。 (二)電腦系統之部分或全部無法使用或故障。 四、電子資料：係指資訊、事實、概念、編碼或其他任何訊息被記錄或傳輸為電腦系統得進行使用、處理、傳輸或儲存之形式者。 五、電腦系統：係指電腦、硬體、軟體、通信系統、電子設備（包括但不限於智慧手機，筆記型電腦，平板電腦，可穿戴裝置）、伺服器、雲端、微控制器、任何類似的系統或前述的任何附屬配置，包括任何在使用與操作的相關輸出、輸入、資料存儲設備、網路設備或備份設施。 **第三條 條款之適用** 本附加條款如與主保險契約條款或其他附加條款有不一致或牴觸時，以本附加條款之約定優先適用，本附加條款未約定之事項，仍依主保險契約之約定辦理。
(一二二)	明台產物傳染病除外不保附加條款(商業火險適用)	**第一條 不保事項** **茲經雙方同意，本保險契約對於任何直接或間接由傳染病及對傳染病之恐懼或威脅所引起、可歸因於、實際發生、預期發生、同時發生或後續發生之任何損失、損害、賠償請求、成本、費用或其他款項，不負賠償責任。** **前項所稱損失、損害、賠償請求、成本、費用或其他款項包括但不限於下列項目所產生之任何清理、毒物排除、移除、監控或測試之費用：** **一、傳染病** **二、本保險契約所承保之任何財產遭受該傳染病之影響。** **倘主保險契約或其他附加條款與本附加條款抵觸者，本保險契約亦不負賠償責任。** **第二條 名詞定義** 本附加條款所稱之傳染病，係指可以透過任何物質或媒介從任一生物體傳播到另一生物體之任何疾病： 一、該傳染性物質及媒介包括但不限於病毒、細菌、寄生蟲、其他生物體或其任何變體，且不論是否為活體。 二、其傳染途徑無論是直接或間接，包括但不限於空氣傳播、體液傳輸、經由任何表面或物體、固體、液體、氣體或生物之間的傳輸。 三、該傳染性物質或媒介對人體健康、人類福祉或承保財產造成威脅與損害，包括但不限於市場價值或可銷售性之減損、難以利用或無法使用之損失。 **第三條 條款之適用** 本附加條款適用於所有擴大承保事項、附加承保事項、除外責任的例外約定及其他承保範圍。本附加條款未約定之事項，仍依主保險契約之約定辦理。 本附加條款如與主保險契約條款或其他附加條款有不一致或牴觸時，以本附加條款之約定優先適用，本附加條款未約定之事項，仍依主保險契約之約定辦理。
(一二三)	明台產物現場保全維護費用附加條款(商業火險適用)	第一條 承保範圍 茲經雙方同意，要保人於投保明台產物商業火災保險或明台產物商業火災綜合保險(以下簡稱主保險契約)後，投保明台產物現場保全維護費用附加條款(以下簡稱本附加條款)，於本附加條款有效期間內，本保險契約擴大承保保險標的物因火災、爆炸引起之火災、閃電雷擊所致保險標的物遭受毀損或滅失時，為維護事故現場原狀或為防止損失擴大所實施之現場保全維護措施，產生的必要合理費用。 前項現場保全維護費用，以實際所發生之費用為限，但每一事故最高賠償限額為新臺幣壹

		拾萬元。 該項現場保全維護費用與保險標的物之賠償金額合計超過保險金額者，本公司仍負賠償責任且該項費用之計算不受比例分攤之限制。 第二條 條款之適用 本附加條款所記載事項，如與主保險契約約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約之約定。
(一二四)	明台產物緊急處理費用附加條款(商業火險適用)	承保範圍 茲經雙方同意，要保人於投保明台產物商業火災保險或明台產物商業火災綜合保險(以下簡稱主保險契約)後，投保明台產物緊急處理費用附加條款(以下簡稱本附加條款)，於本附加條款有效期間內，本保險契約擴大承保保險標的物因承保之危險事故發生後，本公司立即支付為進行保險標的物事故初期緊急之救護、清點、分類等現場處理所產生之費用。 前項緊急處理費用，以實際所發生之費用為限，但每一事故最高賠償限額為新臺幣參萬元。 該項緊急處理費用與保險標的物之賠償金額合計超過保險金額者，本公司仍負賠償責任且該項費用之計算不受比例分攤之限制。 條款之適用 本附加條款所記載事項，如與主保險契約約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約之約定。
(一二五)	明台產物保險費延緩交付特約條款(戊式)(商業火險適用)	適用金融機構押貸業務 一、茲應要保人(或被保險人)之要求，本公司同意在未交付保險費前先行簽交保險單，其保險費延緩交付日期為保險責任開始三十日內。 二、倘要保人(或被保險人)未能在保險責任開始之日起十五日內交清保險費時，本公司應以書面通知抵押(質)權人，並仍應繼續催收保險費。 三、抵押(質)權人收到前項通知應於十五日內書面通知本公司，承諾如要保人或被保險人未能在前述延緩期限內交清保險費時，由抵押(質)權人自承諾之日起十五日內負責墊付，倘在上述承諾期間發生保險事故，本公司仍依章理賠。但如抵押(質)權人未能承諾負責墊付時，本公司即根據保險法第六十八條之規定，以書面通知要保人自延緩期滿之翌日起解除保險契約，其在有效期間內之應收保險費仍按短期費率計收，並通報同業，須俟該項欠費付清後始可承保。 四、本特約條款亦適用於本保險契約所載保險費以外之增加或附加保險費。
(一二六)	明台產物保險契約權利移轉附加條款(商業火險適用)	第一條 約定事項 茲經雙方同意並約定如下： 保險單載明保險人同意保險契約之權利，於本案營運資產移轉或因其他法令移轉時，於_____同意後，讓予_____或_____指定之第三人。移轉後之保險費由_____或_____指定之第三人負擔；_____已經支付而未到期之保險費，由_____或_____指定之第三人退還_____。 第二條 條款之適用 本附加條款所記載事項，如與主保險契約約定牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約之約定。
(一二七)	明台產物 SB075 罷工、暴動、民眾騷擾及惡意破壞行為一單獨損失附加條款（商業火災保險適用）（商業火災綜合保險適用）	茲經雙方同意，本保險契約有效期間內，任何七十二小時內所發生一次以上之罷工、暴動、民眾騷擾及惡意破壞行為所致之每一損失，應視為一次單獨損失。 若前項之情形發生，而罷工、暴動、民眾騷擾及惡意破壞行為致承保標的物發生毀損或滅失之時間，在本保險契約有效期間內，但七十二小時之時間超出本保險契約終止日期，本公司對此等期間之損失，視為完全在保險期間發生，仍負賠償責任。 但本公司對發生於保險契約生效日期前或終止日期後之罷工、暴動、民眾騷擾及惡意破壞行為所致之毀損或滅失，不負賠償責任。
(一二八)	明台產物罷工、暴動、民眾騷擾及惡意破壞行為除外不保附加條款（商業火災綜合保險適用）	第一條 除外不保事項 茲經雙方同意，本保險契約不承保因罷工、暴動、民眾騷擾或惡意破壞行為，不論是直接或間接導致、產生、起因於或與之相關的任何毀損、滅失、索賠、成本、開支或任何其他性質的賠償，包括任何人或機構為控制、防止或鎮壓任何罷工、暴動、民眾騷擾或惡意破壞行為所採取之行動；不論上述毀損、滅失、索賠、成本、開支或其他賠償是否由其他原因、事件同時或先後造成，仍適用本除外不保條款。 第二條 名詞定義 本附加條款之名詞定義如下： 一、罷工：係指為爭取對雇主的要求或抗議某行為或狀況而發起的關廠、全面或部分停工。 二、暴動：係指具有共同目的之人群集結所發起可威脅公共秩序之暴力事件。 三、民眾騷擾：係指由大量人群集結且具有共同目的或意圖的重大暴力事件。 四、惡意破壞行為：係指在罷工、暴動或民眾騷擾期間內，故意對財產進行損害或破壞的行為，包含但不限於故意破壞、搶奪、竊盜或強盜之行為。 第三條 條款之適用 本附加條款如與主保險契約條款或其他附加條款有不一致或牴觸時，以本附加條款之約定優先適用，本附加條款未約定之事項，仍依主保險契約之約定辦理。
(一二九)	明台產物貨物預約保險附加條款(甲式75%)（商業火災保險適用）（商業火	茲經雙方同意，本保險所承保之條件，除保險契約另有規定外並約定事項如下: 一、本公司之保險責任，自本保險有效期間內所承保之貨物，進入本保險契約所載之存放處所時開始。 二、被保險人應將每月貨物金額通知本公司，憑以計算每月應收保險費。如不為通知時，

	災綜合保險適用）	本公司即以本保險契約所載預約之貨物保險金額計算保險費。 三、本公司於簽發本保險契約時，以本保險契約所載預約之貨物保險金額計算全年保險費，並預收百分之七十五。被保險人應於保險期間屆滿後三個月內辦理結算。 四、本公司依被保險人申報之每月實際貨物金額計算保險費。所累計應收保險費低於預收保險費，本公司就預收保險費與應收保險費之差額部分予以退還，但應收保險費不得低於全年保險費之百分之五十。 五、保險事故發生需予理賠時，本公司依損失發生當時之實際存量與單位價值計算貨物實際價值，據以理賠;但最高賠償金額以本保險契約所載預約之貨物保險金額為限。
.(巨&外 001)	明台產物商業火災保險(○○股份有限公司)0004B97003	詳明台產物商業火災保險條款內容
(巨&外 002)	明台產物商業火災綜合保險(○○股份有限公司) 0404M98002	詳附件
(巨&外 003)	明台產物商業火災綜合保險(○○股份有限公司) 0004M98005	詳附件
(巨&外 004)	明台產物商業火災綜合保險(○○股份有限公司)0004M97024	詳明台產物商業火災綜合保險條款內容
(巨&外 005)	明台產物商業火災保險(○○股份有限公司)0004U97005	詳明台產物商業火災保險條款內容
(巨&外 006)	明台產物商業火災綜合保險(○○股份有限公司)0004M97021	詳明台產物商業火災綜合保險條款內容
(巨&外 007)	明台產物商業火災綜合保險(○○股份有限公司)0004M97029	詳附件
(巨&外 008)	明台產物商業火災保險(○○股份有限公司)0004U97007	詳附件
(巨&外 009)	明台產物商業火災綜合保險(○○股份有限公司)0404M97009	詳明台產物商業火災綜合保險條款內容
(巨&外 010)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97010	詳明台產物商業火災綜合保險條款內容
(巨&外 011)	明台產物商業火災綜合保險(○○有限公司) 0004M97022	詳附件
(巨&外 012)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97023	詳明台產物商業火災綜合保險條款內容
(巨&外 013)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97027	詳明台產物商業火災綜合保險條款內容
(巨&外 014)	明台產物商業火災保險(○○股份有限公司) 0004U97008	詳明台產物商業火災保險條款內容
(巨&外 015)	明台產物商業火災保險(○○股份有限公司) 0004U97006	詳明台產物商業火災保險條款內容
(巨&外 016)	明台產物商業火災保險(○○股份有限公司) 0004B97004	詳明台產物商業火災保險條款內容

(巨&外 017)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97026	詳明台產物商業火災綜合保險條款內容
(巨&外 018)	明台產物商業火災綜合保險(○○股份有限公司) 0004M98006	詳附件
(巨&外 019)	明台產物商業火災綜合保險(○○有限公司) 0004M98007	詳附件
(巨&外 020)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97028	詳附件
(巨&外 021)	明台產物商業火災保險(○○股份有限公司) 0004U97009	詳明台產物商業火災保險條款內容
(巨&外 022)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97031	詳明台產物商業火災綜合保險條款內容
(巨&外 023)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97032	詳明台產物商業火災綜合保險條款內容
(巨&外 024)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97011	詳明台產物商業火災綜合保險條款內容
(巨&外 025)	明台產物商業火災保險(○○股份有限公司) 0004U97010	詳明台產物商業火災保險條款內容
(巨&外 026)	明台產物商業火災保險(○○股份有限公司) 0004U97011	詳明台產物商業火災保險條款內容
(巨&外 027)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97033	詳附件
(巨&外 028)	明台產物商業火災綜合保險(○○股份有限公司) 8504M97015	詳明台產物商業火災綜合保險條款內容
(巨&外 029)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97035	已退保
(巨&外 030)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97012	詳明台產物商業火災綜合保險條款內容
(巨&外 031)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97013	詳明台產物商業火災綜合保險條款內容
(巨&外 032)	明台產物商業火災綜合保險(○○股份有限公司)0004M97036	詳附件
(巨&外 033)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97041	已退保
(巨&外 034)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97040	詳附件

(巨&外 035)	明台產物商業火災保險(○○股份有限公司) 0004U97014	詳明台產物商業火災保險條款內容
(巨&外 036)	明台產物商業火災保險(○○股份有限公司) 0004U97015	詳明台產物商業火災保險條款內容
(巨&外 037)	明台產物商業火災保險(○○股份有限公司) 0004U97016	詳明台產物商業火災保險條款內容
(巨&外 038)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97071	詳明台產物商業火災綜合保險條款內容
(巨&外 039)	明台產物商業火災保險(○○股份有限公司) 8504B97005	詳明台產物商業火災保險條款內容
(巨&外 040)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97056	詳附件
(巨&外 041)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97059	詳附件
(巨&外 042)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97014	詳明台產物商業火災綜合保險條款內容
(巨&外 043)	明台產物商業火災綜合保險(○○有限公司) 00-04M97045	詳附件
(巨&外 044)	明台產物商業火災綜合保險(○○股份有限公司) 0204M97001	詳明台產物商業火災綜合保險條款內容
(巨&外 045)	明台產物商業火災保險(○○股份有限公司) 8504U97011	詳明台產物商業火災保險條款內容
(巨&外 046)	明台產物商業火災保險(○○股份有限公司) 8504U97012	詳明台產物商業火災保險條款內容
(巨&外 047)	明台產物商業火災保險(○○股份有限公司) 8504U97013	詳明台產物商業火災保險條款內容
(巨&外 048)	明台產物商業火災保險(○○股份有限公司) 8504U97014	詳明台產物商業火災保險條款內容
(巨&外 049)	明台產物商業火災保險(○○股份有限公司) 8504U97015	詳明台產物商業火災保險條款內容
(巨&外 050)	明台產物商業火災保險(○○股份有限公司) 8504U97016	詳明台產物商業火災保險條款內容
(巨&外 051)	明台產物商業火災保險(○○股份有限公司) 8504B97024	詳明台產物商業火災保險條款內容
(巨&外 052)	明台產物商業火災綜合保險(○○股份有限公司) 8504M97021	詳明台產物商業火災綜合保險條款內容

(巨&外 053)	明台產物商業火災綜合保險(○○股份有限公司) 8504M97022	詳明台產物商業火災綜合保險條款內容
(巨&外 054)	明台產物商業火災綜合保險(○○股份有限公司) 0204M97002	詳明台產物商業火災綜合保險條款內容
(巨&外 055)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97073	詳明台產物商業火災綜合保險條款內容
(巨&外 056)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97074	詳明台產物商業火災綜合保險條款內容
(巨&外 057)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97072	詳明台產物商業火災綜合保險條款內容
(巨&外 058)	明台產物商業火災保險(○○股份有限公司) 0004097002	詳明台產物商業火災保險條款內容
(巨&外 059)	明台產物商業火災保險(○○股份有限公司) 0004U97017	詳明台產物商業火災保險條款內容
(巨&外 060)	明台產物商業火災保險(○○○○) 0204U97001	詳明台產物商業火災保險條款內容
(巨&外 061)	明台產物商業火災保險(○○股份有限公司) 0404U97002	詳明台產物商業火災保險條款內容
(巨&外 062)	明台產物商業火災保險(○○○○) 0204U97002	詳明台產物商業火災保險條款內容
(巨&外 063)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97075	詳附件
(巨&外 064)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97076	詳附件
(巨&外 065)	明台產物商業火災保險(○○○○) 0204U97003	詳明台產物商業火災保險條款內容
(巨&外 066)	明台產物商業火災保險(○○股份有限公司) 0004B97007	已退保
(巨&外 067)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97016	詳明台產物商業火災綜合保險條款內容
(巨&外 068)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97042	詳附件
(巨&外 069)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97017	詳明台產物商業火災綜合保險條款內容
(巨&外 070)	明台產物商業火災保險(○○股份有限公司) 8504U97018	詳明台產物商業火災保險條款內容

(巨&外 071)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97078	詳明台產物商業火災綜合保險條款內容
(巨&外 072)	明台產物商業火災綜合保險(○○股份有限公司) 0004M98009	詳附件
(巨&外 073)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97018	詳明台產物商業火災綜合保險條款內容
(巨&外 074)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97080	詳明台產物商業火災綜合保險條款內容
(巨&外 075)	明台產物商業火災保險(○○股份有限公司) 0004U97018	詳明台產物商業火災保險條款內容
(巨&外 076)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97085	詳明台產物商業火災綜合保險條款內容
(巨&外 077)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97084	已退保
(巨&外 078)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97087	詳明台產物商業火災綜合保險條款內容
(巨&外 079)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97088	詳明台產物商業火災綜合保險條款內容
(巨&外 080)	明台產物商業火災保險(○○○○) 0204U97004	詳明台產物商業火災保險條款內容
(巨&外 081)	明台產物商業火災綜合保險(○○股份有限公司) 0004M98011	詳附件
(巨&外 082)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97089	詳附件
(巨&外 083)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97091	詳明台產物商業火災綜合保險條款內容
(巨&外 084)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97095	詳明台產物商業火災綜合保險條款內容
(巨&外 085)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97019	詳明台產物商業火災綜合保險條款內容
(巨&外 086)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97090	詳明台產物商業火災綜合保險條款內容
(巨&外 087)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97093	詳明台產物商業火災綜合保險條款內容
(巨&外 088)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97020	詳明台產物商業火災綜合保險條款內容

(巨&外 089)	明台產物商業火災保險(○○股份有限公司) 0004F97001	詳明台產物商業火災保險條款內容
(巨&外 090)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97096	詳明台產物商業火災綜合保險條款內容
(巨&外 091)	明台產物商業火災綜合保險(○○股份有限公司) 0204M97003	詳明台產物商業火災綜合保險條款內容
(巨&外 092)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97097	詳明台產物商業火災綜合保險條款內容
(巨&外 093)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97099	詳明台產物商業火災綜合保險條款內容
(巨&外 094)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97100	詳明台產物商業火災綜合保險條款內容
(巨&外 095)	明台產物商業火災保險(○○股份有限公司) 0004097003	詳明台產物商業火災保險條款內容
(巨&外 096)	明台產物商業火災保險(○○股份有限公司) 0404U97003	詳明台產物商業火災綜合保險條款內容
(巨&外 097)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97021	詳明台產物商業火災綜合保險條款內容
(巨&外 098)	明台產物商業火災綜合保險(○○股份有限公司) 0404M97022	詳明台產物商業火災綜合保險條款內容
(巨&外 099)	明台產物商業火災保險(○○股份有限公司) 0504B97001	詳明台產物商業火災保險條款內容
(巨&外 100)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97004	詳明台產物商業火災綜合保險條款內容
(巨&外 101)	明台產物商業火災保險(○○股份有限公司) 0004U97019	詳明台產物商業火災保險條款內容
(巨&外 102)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97101	詳明台產物商業火災綜合保險條款內容
(巨&外 103)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97001	詳明台產物商業火災綜合保險條款內容
(巨&外 104)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97005	詳明台產物商業火災綜合保險條款內容
(巨&外 105)	明台產物商業火災保險(○○股份有限公司) 8505B97002	詳明台產物商業火災保險條款內容
(巨&外 106)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97007	詳明台產物商業火災綜合保險條款內容

(巨&外 107)	明台產物商業火災保險(○○股份有限公司) 8505B97003	詳明台產物商業火災保險條款內容
(巨&外 108)	明台產物商業火災綜合保險(股份有限公司) 0005M97009	詳明台產物商業火災綜合保險條款內容
(巨&外 109)	明台產物商業火災保險(○○○○) 0204U97005	詳明台產物商業火災保險條款內容
(巨&外 110)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97008	詳明台產物商業火災綜合保險條款內容
(巨&外 111)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98001	詳附件
(巨&外 112)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97002	詳附件
(巨&外 113)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98002	詳明台產物商業火災綜合保險條款內容
(巨&外 114)	明台產物商業火災保險(○○股份有限公司) 5105F97001	詳明台產物商業火災保險條款內容
(巨&外 115)	明台產物商業火災保險(○○○○) 8505U97002	詳明台產物商業火災保險條款內容
(巨&外 116)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98003	詳明台產物商業火災綜合保險條款內容
(巨&外 117)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98004	詳明台產物商業火災綜合保險條款內容
(巨&外 118)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97002	詳明台產物商業火災綜合保險條款內容
(巨&外 119)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97010	詳明台產物商業火災綜合保險條款內容
(巨&外 120)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97012	詳明台產物商業火災綜合保險條款內容
(巨&外 121)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97004	詳明台產物商業火災綜合保險條款內容
(巨&外 122)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97003	詳明台產物商業火災綜合保險條款內容
(巨&外 123)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97011	詳明台產物商業火災綜合保險條款內容
(巨&外 124)	明台產物商業火災保險(○○股份有限公司) 0405F97001	詳明台產物商業火災保險條款內容

(巨&外 125)	明台產物商業火災保險(○○股份有限公司) 0005097001	詳明台產物商業火災保險條款內容
(巨&外 126)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97015	詳明台產物商業火災綜合保險條款內容
(巨&外 127)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97005	詳明台產物商業火災綜合保險條款內容
(巨&外 128)	明台產物商業火災保險(○○股份有限公司) 5105F97002	詳明台產物商業火災保險條款內容
(巨&外 129)	明台產物商業火災保險(○○股份有限公司) 0005U97002	詳明台產物商業火災保險條款內容
(巨&外 130)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97006	詳明台產物商業火災綜合保險條款內容
(巨&外 131)	明台產物商業火災保險(○○股份有限公司) 0005B97002	詳明台產物商業火災保險條款內容
(巨&外 132)	明台產物商業火災保險(○○股份有限公司) 0005U97003	詳明台產物商業火災保險條款內容
(巨&外 133)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97019	詳明台產物商業火災綜合保險條款內容
(巨&外 134)	明台產物商業火災保險(○○股份有限公司) 0005U97004	詳明台產物商業火災保險條款內容
(巨&外 135)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97005	詳明台產物商業火災綜合保險條款內容
(巨&外 136)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98005	詳附件
(巨&外 137)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97008	詳明台產物商業火災綜合保險條款內容
(巨&外 138)	明台產物商業火災綜合保險(○○股份有限公司) 0405M98001	詳附件
(巨&外 139)	明台產物商業火災保險(○○股份有限公司) 0005B97003	詳明台產物商業火災保險條款內容
(巨&外 140)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97021	詳明台產物商業火災綜合保險條款內容
(巨&外 141)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97024	詳明台產物商業火災綜合保險條款內容
(巨&外 142)	明台產物商業火災保險(○○股份有限公司) 0005U97006	詳明台產物商業火災保險條款內容

(巨&外 143)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97018	詳明台產物商業火災綜合保險條款內容
(巨&外 144)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97023	詳明台產物商業火災綜合保險條款內容
(巨&外 145)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97025	詳明台產物商業火災綜合保險條款內容
(巨&外 146)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97020	詳附件
(巨&外 147)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97026	詳附件
(巨&外 148)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98008	詳附件
(巨&外 149)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98006	詳附件
(巨&外 150)	明台產物商業火災保險(○○股份有限公司) 0005U97010	詳明台產物商業火災保險條款內容
(巨&外 151)	明台產物商業火災保險(○○股份有限公司) 0005U97005	詳明台產物商業火災保險條款內容
(巨&外 152)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97022	詳明台產物商業火災綜合保險條款內容
(巨&外 153)	明台產物商業火災保險(○○股份有限公司) 0005U97007	詳明台產物商業火災保險條款內容
(巨&外 154)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97031	詳明台產物商業火災綜合保險條款內容
(巨&外 155)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97028	詳明台產物商業火災綜合保險條款內容
(巨&外 156)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97010	詳明台產物商業火災綜合保險條款內容
(巨&外 157)	明台產物商業火災保險(○○股份有限公司) 0005U97008	詳明台產物商業火災保險條款內容
(巨&外 158)	明台產物商業火災保險(○○股份有限公司) 0005U97009	詳明台產物商業火災保險條款內容
(巨&外 159)	明台產物商業火災綜合保險(○○股份有限公司) 8505M97014	詳明台產物商業火災綜合保險條款內容
(巨&外 160)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97033	詳附件

(巨&外 161)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97011	詳明台產物商業火災綜合保險條款內容
(巨&外 162)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97034	詳附件
(巨&外 163)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97012	詳明台產物商業火災綜合保險條款內容
(巨&外 164)	明台產物商業火災保險(○○股份有限公司) 0005U97012	詳明台產物商業火災保險條款內容
(巨&外 165)	明台產物商業火災保險(○○股份有限公司) 0005U97013	詳明台產物商業火災保險條款內容
(巨&外 166)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98007	詳附件
(巨&外 167)	明台產物商業火災保險(○○股份有限公司) 0005U97014	詳明台產物商業火災保險條款內容
(巨&外 168)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97062	詳明台產物商業火災綜合保險條款內容
(巨&外 169)	明台產物商業火災保險(○○股份有限公司) 85-05B97009	詳明台產物商業火災保險條款內容
(巨&外 170)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97042	詳附件
(巨&外 171)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97046	詳附件
(巨&外 172)	明台產物商業火災綜合保險(○○股份有限公司) 0205M97001	詳明台產物商業火災綜合保險條款內容
(巨&外 173)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97014	詳明台產物商業火災綜合保險條款內容
(巨&外 174)	明台產物商業火災綜合保險(○○股份有限公司) 0205M97002	詳明台產物商業火災綜合保險條款內容
(巨&外 175)	明台產物商業火災保險(○○股份有限公司) 8505B97007	詳明台產物商業火災保險條款內容
(巨&外 176)	明台產物商業火災保險(○○股份有限公司) 8505B97008	詳明台產物商業火災保險條款內容
(巨&外 177)	明台產物商業火災保險(○○股份有限公司) 8505U97008	詳明台產物商業火災保險條款內容
(巨&外 178)	明台產物商業火災保險(○○股份有限公司) 8505U97009	詳明台產物商業火災保險條款內容

(巨&外 179)	明台產物商業火災保險(○○股份有限公司) 8505U97010	詳明台產物商業火災保險條款內容
(巨&外 180)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97056	詳附件
(巨&外 181)	明台產物商業火災綜合保險(○○股份有限公司) 8505M97019	詳明台產物商業火災綜合保險條款內容
(巨&外 182)	明台產物商業火災綜合保險(○○股份有限公司) 8505M97020	詳明台產物商業火災綜合保險條款內容
(巨&外 183)	明台產物商業火災綜合保險(○○股份有限公司) 8505M97023	詳附件
(巨&外 184)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98011	詳附件
(巨&外 185)	明台產物商業火災保險(○○股份有限公司) 8505B97010	詳明台產物商業火災綜合保險條款內容
(巨&外 186)	明台產物商業火災保險(○○股份有限公司) 8505U97011	詳明台產物商業火災綜合保險條款內容
(巨&外 187)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97063	詳明台產物商業火災綜合保險條款內容
(巨&外 188)	明台產物商業火災綜合保險(○○股份有限公司)明總暫字第 105-004 號	詳明台產物商業火災保險條款內容
(巨&外 189)	明台產物商業火災保險(○○股份有限公司) 0005097002	詳明台產物商業火災保險條款內容
(巨&外 190)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97064	詳明台產物商業火災綜合保險條款內容
(巨&外 191)	明台產物商業火災保險(○○股份有限公司) 0005097003	詳明台產物商業火災保險條款內容
(巨&外 192)	明台產物商業火災保險(○○股份有限公司) 0005U97015	詳明台產物商業火災保險條款內容
(巨&外 193)	明台產物商業火災保險(○○○○) 0205097001	詳明台產物商業火災保險條款內容
(巨&外 194)	明台產物商業火災保險(○○○○) 0205097003	詳明台產物商業火災保險條款內容
(巨&外 195)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97069	詳附件
(巨&外 196)	明台產物商業火災保險(○○○○) 0205097002	詳明台產物商業火災保險條款內容

(巨&外 197)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97016	詳明台產物商業火災綜合保險條款內容
(巨&外 198)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97066	詳附件
(巨&外 199)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97068	詳明台產物商業火災綜合保險條款內容
(巨&外 200)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97015	詳明台產物商業火災綜合保險條款內容
(巨&外 201)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98012	詳附件
(巨&外 202)	明台產物商業火災保險(○○股份有限公司) 8505U97012	詳明台產物商業火災保險條款內容
(巨&外 203)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98013	詳明台產物商業火災綜合保險條款內容
(巨&外 204)	明台產物商業火災保險(○○○○) 083605097001	詳明台產物商業火災保險條款內容
(巨&外 205)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97017	詳明台產物商業火災綜合保險條款內容
(巨&外 206)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97071	詳明台產物商業火災綜合保險條款內容
(巨&外 207)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97076	詳明台產物商業火災綜合保險條款內容
(巨&外 208)	明台產物商業火災保險(○○股份有限公司) 0005U97016	詳明台產物商業火災保險條款內容
(巨&外 209)	明台產物商業火災保險(○○○○) 0205U97004	詳明台產物商業火災保險條款內容
(巨&外 210)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97079	詳明台產物商業火災綜合保險條款內容
(巨&外 211)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97078	詳附件
(巨&外 212)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97080	詳明台產物商業火災綜合保險條款內容
(巨&外 213)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97082	詳明台產物商業火災綜合保險條款內容
(巨&外 214)	明台產物商業火災保險(○○股份有限公司) 8505U97013	詳明台產物商業火災保險條款內容

(巨&外 215)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97018	詳明台產物商業火災綜合保險條款內容
(巨&外 216)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97081	詳明台產物商業火災綜合保險條款內容
(巨&外 217)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97083	詳明台產物商業火災綜合保險條款內容
(巨&外 218)	明台產物商業火災綜合保險(○○股份有限公司) 明總暫字第 105-005 號	詳明台產物商業火災綜合保險條款內容
(巨&外 219)	明台產物商業火災保險(○○股份有限公司) 8505U97014	詳明台產物商業火災保險條款內容
(巨&外 220)	明台產物商業火災綜合保險(○○股份有限公司) 0005M98017	詳明台產物商業火災綜合保險條款內容
(巨&外 221)	明台產物商業火災保險(○○股份有限公司) 0005F97001	詳明台產物商業火災保險條款內容
(巨&外 222)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97084	詳明台產物商業火災綜合保險條款內容
(巨&外 223)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97020	詳明台產物商業火災綜合保險條款內容
(巨&外 224)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97085	詳明台產物商業火災綜合保險條款內容
(巨&外 225)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97088	詳明台產物商業火災綜合保險條款內容
(巨&外 226)	明台產物商業火災保險(○○股份有限公司) 0005097004	詳明台產物商業火災保險條款內容
(巨&外 227)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97022	詳明台產物商業火災綜合保險條款內容
(巨&外 228)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97021	詳明台產物商業火災綜合保險條款內容
(巨&外 229)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97023	詳明台產物商業火災綜合保險條款內容
(巨&外 230)	明台產物商業火災綜合保險(○○股份有限公司) 0405M97024	詳明台產物商業火災綜合保險條款內容
(巨&外 231)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97001	詳明台產物商業火災綜合保險條款內容
(巨&外 232)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97009	詳明台產物商業火災綜合保險條款內容

(巨&外 233)	明台產物商業火災保險(○○股份有限公司) 0505U97001	詳明台產物商業火災保險條款內容
(巨&外 234)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97004	詳明台產物商業火災綜合保險條款內容
(巨&外 235)	明台產物商業火災保險(○○股份有限公司) 0005U97017	詳明台產物商業火災保險條款內容
(巨&外 236)	明台產物商業火災保險(○○股份有限公司) 8506B97001	詳明台產物商業火災保險條款內容
(巨&外 237)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97006	詳明台產物商業火災綜合保險條款內容
(巨&外 238)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97007	詳明台產物商業火災綜合保險條款內容
(巨&外 239)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97090	詳明台產物商業火災綜合保險條款內容
(巨&外 240)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97008	詳明台產物商業火災綜合保險條款內容
(巨&外 241)	明台產物商業火災綜合保險(○○股份有限公司) 0006M98003	詳明台產物商業火災綜合保險條款內容
(巨&外 242)	明台產物商業火災綜合保險(○○股份有限公司) 0006M98001	詳明台產物商業火災綜合保險條款內容
(巨&外 243)	明台產物商業火災綜合保險(○○股份有限公司) 0006M98002	詳明台產物商業火災綜合保險條款內容
(巨&外 244)	明台產物商業火災綜合保險(○○股份有限公司) 0006M98004	詳明台產物商業火災綜合保險條款內容
(巨&外 245)	明台產物商業火災保險(○○股份有限公司) 8506U97002	詳明台產物商業火災保險條款內容
(巨&外 246)	明台產物商業火災綜合保險(○○股份有限公司) 0005M97089	詳明台產物商業火災綜合保險條款內容
(巨&外 247)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97002	詳明台產物商業火災綜合保險條款內容
(巨&外 248)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97003	詳明台產物商業火災綜合保險條款內容
(巨&外 249)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97013	詳明台產物商業火災綜合保險條款內容
(巨&外 250)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97010	詳明台產物商業火災綜合保險條款內容

(巨&外 251)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97011	詳明台產物商業火災綜合保險條款內容
(巨&外 252)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97004	詳明台產物商業火災綜合保險條款內容
(巨&外 253)	明台產物商業火災綜合保險(○○股份有限公司) 0006M97014	詳明台產物商業火災綜合保險條款內容
(巨&外 254)	明台產物商業火災保險(○○股份有限公司) 0006U97002	詳明台產物商業火災保險條款內容
(巨&外 255)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97005	詳明台產物商業火災綜合保險條款內容
(巨&外 256)	明台產物商業火災綜合保險(○○股份有限公司) 0406M97006	詳明台產物商業火災綜合保險條款內容

四、銷售於金融消費者之保險商品預定附加費用率

火險

險別	保險業務員	保險代理人	保險經紀人	直接業務
主險	8%~49.9%	8%~49.9%	8%~49.9%	8%~26.6%
非天災附加險	8%~49.9%	8%~49.9%	8%~49.9%	8%~26.6%
天災附加險	10%~49.9%	10%~49.9%	10%~49.9%	10%~28.6%

新商店綜合保險

險別	一般業務	保險代理人	保險經紀人	直接業務
火險	8%~49.9%	8%~49.9%	8%~49.9%	8%~26.6%
火險之非天災附加險	8%~49.9%	8%~49.9%	8%~49.9%	8%~26.6%
火險之天災附加險	10%~49.9%	10%~49.9%	10%~49.9%	10%~28.6%
公共意外責任險	29.70%	29.70%	29.70%	7.60%
現金險	25.8%~33.7%	25.8%~33.7%	25.8%~33.7%	25.8%~33.7%
玻璃險	25.8%~33.7%	25.8%~33.7%	25.8%~33.7%	25.8%~33.7%
僱主意外責任險	27.8%~42.8%	27.8%~42.8%	27.8%~42.8%	27.8%~42.8%
產品責任險	20.8%~42.8%	20.8%~42.8%	20.8%~42.8%	20.8%~42.8%

承租人火災責任險	29.70%	29.70%	29.70%	7.60%
食品中毒責任險	29.70%	29.70%	29.70%	7.60%
電梯責任險	29.70%	29.70%	29.70%	7.60%
停業損失險	8%~49.9%	8%~49.9%	8%~49.9%	8%~26.6%

五&六、短期費率表&保費退費係數表

商業火災保險&商業火災綜合保險

(附表一)

一年期火險

期　　間	保險費百分比	退保費百分比
一個月以下	15%	85%
二個月	25%	75%
三個月	35%	65%
四個月	45%	55%
五個月	55%	45%
六個月	65%	35%
七個月	75%	25%
八個月	80%	20%
九個月	85%	15%
十個月	90%	10%
十一個月	95%	5%

颱風及洪水險

期　　間	保險費百分比	退保費百分比
未滿三個月	5%	95%
三個月以上未滿四個月	10%	90%
四個月以上未滿五個月	15%	85%
五個月以上	20%	80%

※保險期間於每年五月一日至十月三十一日者附加險退保費百分比以0%計算。

其他附加險(不含颱風及洪水險)

期　　間	保險費百分比	退保費百分比
一個月	35%	65%
二個月	45%	55%
三個月	55%	45%
四個月	65%	35%
五個月	75%	25%
六個月	80%	20%
七個月	85%	15%
八個月	90%	10%
九個月	95%	5%
十個月至十二個月	100%	0%

※其中地層下陷、滑動或山崩保險

保險期間於每年五月一日至十月三十一日者附加險退保費百分比以0%計算。

長期火險

(附表二)

長期火災保險各年期未滿期保險費退費係數表(年末)

退費係數 \ 經過年度	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
期		21	22	23	24	25	26	27	28	29	30										
2	0.7404	0.3880	0.0000																		
3	0.7635	0.5334	0.2795	0.0000																	
4	0.7756	0.6094	0.4257	0.2231	0.0000																
5	0.7830	0.6561	0.5155	0.3601	0.1887	0.0000															
6	0.7880	0.6876	0.5762	0.4527	0.3163	0.1658	0.0000														
7	0.7916	0.7103	0.6198	0.5194	0.4081	0.2851	0.1494	0.0000													
8	0.7943	0.7274	0.6527	0.5696	0.4772	0.3750	0.2620	0.1373	0.0000												
9	0.7964	0.7407	0.6783	0.6087	0.5311	0.4451	0.3497	0.2443	0.1280	0.0000											
10	0.7981	0.7514	0.6989	0.6400	0.5743	0.5011	0.4199	0.3299	0.2305	0.1208	0.0000										
11	0.7995	0.7601	0.7156	0.6656	0.6095	0.5469	0.4773	0.3999	0.3142	0.2195	0.1151	0.0000									
12	0.8007	0.7674	0.7296	0.6869	0.6388	0.5850	0.5250	0.4581	0.3838	0.3016	0.2107	0.1104	0.0000								
13	0.8016	0.7735	0.7413	0.7048	0.6635	0.6171	0.5652	0.5071	0.4425	0.3708	0.2914	0.2035	0.1067	0.0000							
14	0.8024	0.7787	0.7513	0.7201	0.6846	0.6446	0.5995	0.5490	0.4926	0.4299	0.3602	0.2830	0.1977	0.1036	0.0000						
15	0.8032	0.7832	0.7600	0.7333	0.7028	0.6682	0.6291	0.5851	0.5358	0.4808	0.4195	0.3515	0.2762	0.1930	0.1011	0.0000					
16	0.8038	0.7871	0.7675	0.7448	0.7186	0.6887	0.6548	0.6165	0.5734	0.5251	0.4712	0.4111	0.3445	0.2707	0.1891	0.0991	0.0000				
17	0.8043	0.7905	0.7741	0.7548	0.7325	0.7068	0.6774	0.6440	0.6063	0.5639	0.5164	0.4634	0.4044	0.3388	0.2662	0.1860	0.0975	0.0000			
18	0.8048	0.7935	0.7799	0.7637	0.7447	0.7227	0.6973	0.6683	0.6354	0.5982	0.5564	0.5095	0.4572	0.3989	0.3343	0.2627	0.1835	0.0962	0.0000		
19	0.8052	0.7962	0.7851	0.7716	0.7556	0.7368	0.7150	0.6899	0.6612	0.6286	0.5918	0.5504	0.5041	0.4523	0.3947	0.3307	0.2599	0.1815	0.0951	0.0000	
20	0.8056	0.7986	0.7987	0.7786	0.7653	0.7494	0.7307	0.7091	0.6842	0.6557	0.6234	0.5870	0.5459	0.4999	0.4486	0.3914	0.3280	0.2577	0.1801	0.0944	0.0000
21	0.8060	0.8008	0.7938	0.7849	0.7740	0.7607	0.7449	0.7263	0.7048	0.6801	0.6518	0.6197	0.5834	0.5426	0.4969	0.4459	0.3891	0.3260	0.2562	0.1790	0.0938
22	0.8063	0.0000 0.8027	0.7975	0.7906	0.7818	0.7708	0.7576	0.7419	0.7234	0.7020	0.6773	0.6492	0.6172	0.5811	0.5404	0.4949	0.4441	0.3875	0.3247	0.2551	0.1783
23	0.8065	0.0934 0.8045	0.0000 0.8009	0.7958	0.7889	0.7800	0.7691	0.7559	0.7402	0.7218	0.7004	0.6758	0.6477	0.6158	0.5798	0.5392	0.4938	0.4431	0.3867	0.3240	0.2546
24	0.8068	0.1779 0.8060	0.0932 0.8040	0.0000 0.8004	0.7953	0.7884	0.7795	0.7686	0.7554	0.7398	0.7213	0.7000	0.6754	0.6473	0.6154	0.5794	0.5389	0.4935	0.4428	0.3864	0.3238
25	0.8070	0.2544 0.8075	0.1777 0.8067	0.0932 0.8046	0.0000 0.8011	0.7959	0.7890	0.7802	0.7693	0.7561	0.7404	0.7220	0.7006	0.6760	0.6479	0.6160	0.5799	0.5394	0.4939	0.4432	0.3868
26	0.8072	0.3241 0.8088	0.2546 0.8093	0.1779 0.8085	0.0932 0.8064	0.0000 0.8029	0.7977	0.7908	0.7819	0.7710	0.7578	0.7420	0.7236	0.7021	0.6775	0.6493	0.6173	0.5812	0.5405	0.4950	0.4442
27	0.8074	0.3876 0.8100	0.3248 0.8116	0.2552 0.8120	0.1783 0.8113	0.0934 0.8092	0.0000 0.8056	0.8004	0.7935	0.7846	0.7736	0.7604	0.7446	0.7260	0.7045	0.6798	0.6515	0.6194	0.5832	0.5424	0.4967
28	0.8076	0.4457 0.8111	0.3889 0.8137	0.3259 0.8153	0.2561 0.8157	0.1789 0.8150	0.0938 0.8129	0.0000 0.8093	0.8041	0.7971	0.7882	0.7772	0.7638	0.7480	0.7293	0.7077	0.6829	0.6545	0.6223	0.5858	0.5449
29	0.8078	0.4990 0.8121	0.4477 0.8156	0.3907 0.8183	0.3274 0.8198	0.2572 0.8203	0.1797 0.8195	0.0942 0.8174	0.0000 0.8138	0.8086	0.8016	0.7926	0.7815	0.7681	0.7521	0.7334	0.7117	0.6867	0.6582	0.6257	0.5891
30	0.8079	0.5479 0.8131	0.5018 0.8174	0.4503 0.8210	0.3929 0.8236	0.3292 0.8252	0.2587 0.8257	0.1807 0.8249	0.0947 0.8228	0.0000 0.8192	0.8139	0.8068	0.7978	0.7866	0.7731	0.7571	0.7382	0.7164	0.6912	0.6625	0.6298
30 1/12	0.8079	0.5930 0.8131 0.5966	0.5515 0.8176 0.5555	0.5051 0.8212 0.5094	0.4532 0.8239 0.4580	0.3955 0.8256 0.4008	0.3314 0.8262 0.3372	0.2604 0.8255 0.2667	0.1819 0.8235 0.1889	0.0953 0.8200 0.1029	0.0000 0.8149 0.0083	0.8080 0.0000	0.7991	0.7881	0.7748	0.7590	0.7404	0.7187	0.6939	0.6654	0.6331

新商店綜合保險

(附表三)

火險	如同附表一(一年期火險)
颱風及洪水險	如同附表一(颱風及洪水險)
其他附加險(不含颱風及洪水險)	如同附表一(其他附加險)
公共意外責任險	如同附表一(一年期火險)
僱主意外責任	如同附表一(一年期火險)
現金保險	如同附表一(一年期火險)
玻璃保險	如同附表一(一年期火險)
承租人火災責任險	如同附表一(一年期火險)
食品中毒責任險	如同附表一(一年期火險)
電梯責任險	如同附表一(一年期火險)
停業損失險	如同附表一(其他附加險)
商品責任險	如同附表四

(附表四)

基本保險金額增加為 2 倍後對費率倍數	1.69
基本保險金額增加為 3 倍後對費率倍數	2.09
基本保險金額增加為 4 倍後對費率倍數	2.37
基本保險金額增加為 5 倍後對費率倍數	2.59
保險單有效天數 1 日對實際保險費應乘倍數	18.52
保險單有效天數 2 日對實際保險費應乘倍數	10.91
保險單有效天數 3-4 日對實際保險費應乘倍數	6.36
保險單有效天數 5-6 日對實際保險費應乘倍數	4.88
保險單有效天數 7-10 日對實際保險費應乘倍數	4.11
保險單有效天數 11-12 日對實際保險費應乘倍數	3.44
保險單有效天數 13-14 日對實際保險費應乘倍數	3.13
保險單有效天數 15-16 日對實際保險費應乘倍數	2.97
保險單有效天數 17-18 日對實際保險費應乘倍數	2.84
保險單有效天數 19-20 日對實際保險費應乘倍數	2.74
保險單有效天數 21-22 日對實際保險費應乘倍數	2.65
保險單有效天數 23-25 日對實際保險費應乘倍數	2.48
保險單有效天數 26-29 日對實際保險費應乘倍數	2.26
保險單有效天數 30-32 日對實際保險費應乘倍數	2.17
保險單有效天數 33-36 日對實際保險費應乘倍數	2.03
保險單有效天數 37-40 日對實際保險費應乘倍數	1.92
保險單有效天數 41-43 日對實際保險費應乘倍數	1.87
保險單有效天數 44-47 日對實際保險費應乘倍數	1.79
保險單有效天數 48-51 日對實際保險費應乘倍數	1.72
保險單有效天數 52-54 日對實際保險費應乘倍數	1.67
保險單有效天數 55-58 日對實際保險費應乘倍數	1.64
保險單有效天數 59-62 日對實際保險費應乘倍數	1.59
保險單有效天數 63-65 日對實際保險費應乘倍數	1.57
保險單有效天數 66-69 日對實際保險費應乘倍數	1.53
保險單有效天數 70-73 日對實際保險費應乘倍數	1.50
保險單有效天數 74-76 日對實際保險費應乘倍數	1.49
保險單有效天數 77-80 日對實際保險費應乘倍數	1.46
保險單有效天數 81-83 日對實際保險費應乘倍數	1.45
保險單有效天數 84-87 日對實際保險費應乘倍數	1.43
保險單有效天數 88-94 日對實際保險費應乘倍數	1.40
保險單有效天數 95-98 日對實際保險費應乘倍數	1.38
保險單有效天數 99-105 日對實際保險費應乘倍數	1.36
保險單有效天數 106-109 日對實際保險費應乘倍數	1.34
保險單有效天數 110-116 日對實際保險費應乘倍數	1.32
保險單有效天數 117-120 日對實際保險費應乘倍數	1.31
保險單有效天數 121-124 日對實際保險費應乘倍數	1.30
保險單有效天數 125-127 日對實際保險費應乘倍數	1.29

保險單有效天數 128-131 日對實際保險費應乘倍數	1.28
保險單有效天數 132-138 日對實際保險費應乘倍數	1.27
保險單有效天數 139-142 日對實際保險費應乘倍數	1.26
保險單有效天數 143-149 日對實際保險費應乘倍數	1.25
保險單有效天數 150-156 日對實際保險費應乘倍數	1.24
保險單有效天數 157-160 日對實際保險費應乘倍數	1.23
保險單有效天數 161-171 日對實際保險費應乘倍數	1.22
保險單有效天數 172-178 日對實際保險費應乘倍數	1.21
保險單有效天數 179-182 日對實際保險費應乘倍數	1.20
保險單有效天數 183-187 日對實際保險費應乘倍數	1.19
保險單有效天數 188-191 日對實際保險費應乘倍數	1.18
保險單有效天數 192-200 日對實際保險費應乘倍數	1.17
保險單有效天數 201-205 日對實際保險費應乘倍數	1.16
保險單有效天數 206-209 日對實際保險費應乘倍數	1.15
保險單有效天數 210-218 日對實際保險費應乘倍數	1.14
保險單有效天數 219-223 日對實際保險費應乘倍數	1.13
保險單有效天數 224-232 日對實際保險費應乘倍數	1.12
保險單有效天數 233-241 日對實際保險費應乘倍數	1.11
保險單有效天數 241-250 日對實際保險費應乘倍數	1.10
保險單有效天數 250-255 日對實際保險費應乘倍數	1.09
保險單有效天數 256-264 日對實際保險費應乘倍數	1.08
保險單有效天數 265-278 日對實際保險費應乘倍數	1.07
保險單有效天數 279-287 日對實際保險費應乘倍數	1.06
保險單有效天數 288-296 日對實際保險費應乘倍數	1.05
保險單有效天數 297-310 日對實際保險費應乘倍數	1.04
保險單有效天數 311-323 日對實際保險費應乘倍數	1.03
保險單有效天數 324-337 日對實際保險費應乘倍數	1.02
保險單有效天數 338-355 日對實際保險費應乘倍數	1.01
保險單有效天數 356-365 日對實際保險費應乘倍數	1.00
自負額為 2,500 時對應收保險費減收比(%)上限	2
自負額為 5,000 時對應收保險費減收比(%)上限	5
自負額為 10,000 時對應收保險費減收比(%)上限	10
自負額為 50,000 時對應收保險費減收比(%)上限	20
自負額為 100,000 時對應收保險費減收比(%)上限	25
自負額為 200,000 時對應收保險費減收比(%)上限	30

七、理賠申請文件及程序

編號	商品名稱	理賠申請文件及程序
(一)	明台產物商業火災保險	(一) 理賠申請文件 1.賠償申請書 2.火災證明書 3.損失清單 4.公司證照或被保險人身分證影本 及下列受損保險標的物之證明文件 5.不動產 (1)建築改良物所有權狀影本 (2)建築物及營業裝修修復估價明細 (3)租賃契約書影本 6.動產 (1)傢俱及衣李估價明細 (2)購買憑證 7.營業生財 (1)損失估價明細 (2)財產目錄 (3)原始購買憑證 8.機器設備 (1)損失估價明細 (2)財產目錄 (3)原始購買憑證 9.貨物: (1)損失估價明細 (2)庫存帳冊 (3)進貨及出貨憑證 (4)生產日報表 (5)成本分析表 (6)年度決算申報書 (二)火險理賠處理程序 1. 接獲出險通知 2. 查核承保內容 3. 事故現場查勘: 4. 繕製出險初步報告書 5. 被保險人提出賠償申請書、損失清單及相關證明文件 6. 現場開放，清點損失 7. 理算損失 8. 與被保險人協議賠款金額,簽具賠償接受書 9. 賠款經雙方確認後 15 日內給付
(二)	明台產物商業綜合保險	同【明台產物商業火災保險】
(三)	明台產物商店綜合保險	同【明台產物商業火災保險】

(四)	明台產物店舖保險	同【明台產物商業火災保險】
(五)	明台產物新商店綜合保險	同【明台產物商業火災保險】

附件

(巨&外 002)

明台產物商業火災綜合保險(〇〇股份有限公司) 0404M98002

GENERAL DEFINITIONS APPLICABLE TO THE POLICY

In this Policy unless the context otherwise requires the following words and expressions shall have the following meanings.

A. Associated Company

Associated Company means any company of which the Insured owns or owned on or before the Inception of the Period of Insurance more than twenty per-cent (20%) but less than or equal to fifty per-cent (50%) of the issued and outstanding voting shares either directly or indirectly through one or more of its Subsidiary companies, and in which the Insured retains Management Control

B. BUSINESS INTERRUPTION

The word "Business Interruption" shall mean the coverage detailed in Section 2 of this Policy.

C. BUSINESS

The word "Business" shall mean the operations of the Insured stated in the Schedule.

D. COMPUTER VIRUS

The words "Computer Virus" shall mean a set of corrupting harmful or otherwise unauthorised instructions or code including a set of 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".

E. DAMAGE

The word "Damage" shall mean direct physical loss of or destruction of or direct physical damage to Property Insured caused by an Occurrence.

F. DEFINED PERIL

Any sudden and accidental, unforeseen physical loss of or damage to property described above, including but not limited to damage to boilers and pressure vessel due to explosion or collapse and any destruction, disruption, distortion or corruption of any computer data, coding, program or software except as excluded below.

a. Fraudulent or dishonest act or acts
b. The cost of making good defective design or specifications, faulty material, or faulty workmanship; however, any ensuing loss should be covered.
c. Ordinary wear and tear, or gradual deterioration, however, any ensuing loss should be covered.
d. Normal settling or normal shrinkage of walls, floors, or ceilings , however, any ensuing loss should be covered.
e. Nuclear reaction, or nuclear radiation, or radioactive contamination
f. Terrorism and War including rebellion, revolution, civil war, usurped power
g. Any weapon employing atomic fission or fusion
h. Any risks of contraband or illegal trade
i. Loss or damage caused by delay or loss of market
j. Mysterious disappearance, unexplained or inventory shortage, misfiling or misplacing of information
k. Insect, vermin or pest damage, however, any ensuing loss should be covered.

G. EARTHQUAKE

The word "Earthquake" shall mean earth movement due to a natural seismic disturbance caused by a sudden movement of the earth's crust and including:

(a) Damage resulting directly from Earthquake and
(b) the eruption explosion or effusion of a volcano
(c) Tsunami

but excluding Flood.

H. ELECTRONIC DATA

The words "Electronic Data" shall mean 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 programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

I. FLOOD

The word "Flood" shall mean the escape of water from its normal natural or artificial confines (other than from tanks or apparatus) or inundation from the sea including tidal wave.

J. GOODS

The word "Goods" shall mean machinery, plant, stock and general merchandise connected with the Insured's Business the property of the Insured or for which they are responsible or deem themselves responsible including Goods manufactured or imported by the Insured while such Goods are in the care custody and control of the Insured unless the context otherwise requires.

K. INSURED

The word "Insured" shall mean the entity named in the Schedule together with Subsidiary Companies and Associated Companies named as such in the details declared to and accepted by the Insurer.

L. JOINT VENTURE

The words “Joint Venture” shall mean any corporate or other entity treated as such by the insured declared to and accepted by the Insurers.

M. OCCURRENCE

The word “Occurrence” shall mean any one loss or series of losses arising out of and directly resulting from one original cause.

N. PROPERTY INSURED

The words “Property Insured” shall mean the property covered by this Policy as defined below whilst at the Premises described in the Schedule:

Buildings

The word “Buildings” shall mean buildings declared in the information provided to the Insurer that are the property of the Insured or for which they are responsible or deem themselves responsible including:

(a) landlords fixtures and fittings (where declared as Buildings in sum insured)
(b) tenants improvements and betterments (where declared as Buildings in sum insured)
(c) outbuildings
(d) freestanding walls not part of a building gates and fences
(e) underground and over ground piping ducting cables wires on the Premises and extending to the public mains but only to the extent of the Insured's responsibility
(f) yards car parks
(g) foundations

Contents

The word “Contents” shall mean machinery plant and all other contents belonging to the Insured or held by them in trust and for which they are responsible or deem themselves responsible (other than landlords fixtures and fittings tenants improvements and betterments Stock and other property more specifically insured by this Policy) whilst in or on the Buildings including:

(a) landlords fixture and fittings (where declared as Contents in sum insured)
(b) tenants improvements and betterments (where declared as Contents in sum insured)
(c) documents manuscripts business books plans and designs and computer systems records
(d) patterns models and moulds
(e)employees’ ’, directors’, and visitors’ personal effects of every description (other than motor vehicles)
(f) money, securities, and negotiable instrument.
and so far as they are not otherwise insured

Stock

The word “Stock” shall mean stock and materials in trade belonging to the Insured or held by them in trust and for which they are responsible or deem themselves responsible.

O. SCHEDULE OF VALUES

The words “Schedule of Values” shall mean a schedule provided by the Insured to the Insurer which gives the sums insured in respect of Buildings Contents Stock Estimated Gross profit and any other items (if applicable) at each separate Premises.

P. STORM

The word “Storm” shall mean storm tempest windstorm hurricane tornado cyclone and typhoon including subsequent Damage caused by water that backs-up from a sewer or drain as a direct result of Storm but excluding Flood.

Q. SUBSIDIARY COMPANIES

The words “Subsidiary Companies” shall mean any company with at least half of its capital stock owned by the insured.

GENERAL EXCLUSIONS APPLIANCE TO SECTION 1 (OTHER THAN CONTRACT WORKS EXTENSION) AND SECTION 2

A. EXCLUDED PROPERTY

(i) This Policy does not cover :

1. (a) jewellery precious stones bullion furs garments fine art curiosities and rare books
(b) coinage bank and currency notes luncheon vouchers cheques travellers cheques giro cheques giro cash cheques bankers drafts national giro drafts money orders postal orders current postage stamps stamp franking machine units national insurance stamps national savings certificates holiday with pay stamps except as specifically insured elsewhere in this Policy other than such Damage caused by a Defined Peril insofar as it is not otherwise excluded

2. china earthenware marble or other fragile or brittle objects other than by
(a) Damage caused by a Defined Peril
(b) Business Interruption resulting from Damage to such property caused by a Defined Peril insofar as it is not otherwise excluded

3. vehicles licensed for road use caravans trailers railway locomotives and rolling stock (unless specifically agreed by the Insurer) watercraft aircraft or spacecraft

4. property in transit unless specifically insured by the Goods in Transit Extension

5. buildings structures or contents in course of construction or erection or extensions to existing Buildings and materials or supplies in connection therewith unless specifically insured by this Policy

6. land roads (unless the responsibility of the Insured) pavements (unless the responsibility of the Insured) railway lines (unless the responsibility of the Insured) dams reservoirs piers jetties bridges culverts tunnels excavations off shore property or underground mining property.

7. water of any kind except the quantity of water at the time of Damage that is contained within any insured tank piping system or equipment being used in the ordinary course of the Insured's Business

8. growing crops standing timber drying crops and all living things of all types

9. property which is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess amount beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

10. property more specifically insured elsewhere except for any excess amount above any such more specific insurance other than as provided by the Contribution donctions.

11. overhead transmission and distribution lines and their supporting structures not on the premises or within 250m thereof.

B. EXCLUDED CAUSES

This Policy does not cover :

1. Damage or Business Interruption caused by or consisting of

(a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials or any gradually occurring loss or any loss which commenced prior to the inception of the Policy (other than sudden and unforeseen Damage resulting thereof.)

(b) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees

(c) corrosion rust wet dry rot mould shrinkage evaporation loss of weight dampness dryness marring vermin or insects (other than sudden and unforeseen Damage resulting therefore)

(d) change in temperature colour flavour texture or finish

(e) theft or attempted theft expedited or in any way brought about by the Insured or any of the Insured's directors or employees

(f) joint leakage nipple leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping and tubing in connection therewith (other than as insured by the Machinery Breakdown extension of this policy)

(g) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement

(h) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services unless due to a reasonable attempt to safeguard property or loss of life

but this shall not exclude any Damage or Business Interruption arising therefrom if resulting from a cause which is not otherwise excluded, nor subsequent Damage or Business Interruption arising therefrom which results from a cause not otherwise excluded

2. Damage or Business Interruption caused by or consisting of solidification of the contents of molten material holding and or conveyance units and or appurtenances unless resulting from a Defined Peril insofar as such Damage or Business Interruption is not otherwise excluded

3. Damage or Business Interruption

(a) caused by fire resulting from its undergoing any heating process or process involving the application of heat

(b) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning services or repair or misapplication of tools

4. Damage or Business Interruption resulting therefrom to that part of any electrical machinery plant or apparatus directly caused by its own over-running short-circuiting excessive pressure self ignition or self-heating but if fire or explosion extends to and causes damage to any other part of the plant or appliances or other Property Insured such ensuing Damage is not excluded by the Policy

5. Damage or Business Interruption caused by or consisting of

(a) acts of fraud or dishonesty by the Insured's employees

(b) loss of market or delay unexplained or mysterious disappearance or inventory shortage loss due to bookkeeping accounting or billing errors or omissions

6. in respect of Section 1

(a) Damage caused by pollution or contamination but this shall not exclude destruction of or damage to property used by the Insured at the Premises for the purposes of the Business not otherwise excluded caused by

(i) pollution or contamination which itself results from a Defined Peril

(ii) any Defined Peril which itself results from pollution or contamination

in respect of Section 2

(b) loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded caused by

(i) pollution or contamination which itself: results from a Defined Peril

(ii) any Defined Peril which itself results from pollution or contamination

7. Damage or Business Interruption caused by or consisting of

(a) subsidence heave landslip collapse cracking shrinkage or settlement of buildings including foundations walls floors ceilings pavements or any part thereof resulting from

(i) coastal or river erosion

(ii) settlement or movement of made-up ground

(iii) defective design or workmanship or use of defective materials

(iv) demolition structural alteration or repair

(b) subsidence heave or landslip damage to forecourts car parks driveways footpaths walls gates hedges or fences unless specifically insured and then only when such damage occurs also to a building insured hereunder against such loss

(c) subsidence heave or landslip damage which commenced and was discovered or should have been discovered prior to the inception of this Policy

8. Damage or Business Interruption caused by or consisting of destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking unless resulting from a Defined Peril insofar as such Damage or Business Interruption is not otherwise excluded

9. Damage or Business Interruption in respect of moveable property in the open (other than Rolling Stockwhere specifically agreed by the Insurer) fences and gates caused by wind rain hail sleet snow flood or dust

10. Damage or Business Interruption nor any other loss or expense whatsoever resulting or arising therefromdirectly or indirectly caused by or contributed to by or arising from

(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel

(b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11. Damage or Business Interruption nor any other loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or occasioned by war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by any government or public authority

12. Damage or Business Interruption nor any other loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence 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 or to put the public or any section of the public in fear

This exclusion 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 any act of terrorism

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

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

13. any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:
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.
This exclusion applies regardless whether there is

(1) any physical loss or damage to insured property:
(2) any insured peril or cause, whether or not contributing concurrently or in any sequence
(3) any loss of use, occupancy or functionality
(4) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

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

14. A) Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:-

a) This policy dose 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.

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 such equipment.

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”.

b) However, in the event that a peril listed below 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

B) Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows: -

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, proving such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed

JPY100,000,000 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 EL0ECTRONIC DATA cannot be recreated, gathered or assembled.

SECTION 1 - PROPERTY DAMAGE

CLAUSES

1. AVERAGE(UNDER-INSURANCE)

Whenever a sum insured is declared to be subject to Average and if such sum shall at the commencement of any Damage be less than the value of the property covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced in accordance with the Average provision that applies to that item of property.

2. REINSTATEMENT CONDITIONS AND BASIS OF SETTLEMENT

In the event of the Property Insured under this Section being Damaged the basis upon which the amount payable under this Section is to be calculated shall be the reinstatement of the Property Insured Damaged subject to the following special provisions and subject also to the terms and conditions of the Policy.

For the purpose of this clause "Reinstatement" shall mean either

(a) Where Property Insured is destroyed the rebuilding of the property if a Building or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive then its condition when new

(b) Where Property Insured Is Damaged the repair of the Damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

SPECIAL PROVISIONS

(a) Timeliness - The work of Reinstatement must be commenced and carried out with reasonable despatch otherwise the Insurer shall not be liable to make any payment beyond the amount which represents actual cash value on the date of the loss.

(b) Alternative Sites - The work of Reinstatement may be carried out on another site from that where the Damaged Property Insured was originally located and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased.

(c) Partial Damage - When any Property insured is Damaged in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to pay for Reinstatement if such Property insured had been wholly destroyed.

(d) Limit on Liability - No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.

(e) Other Insurance - No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made if at the time of any Damage to any Property Insured hereunder 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 set forth herein.

(f) Stock - Reinstatement of Stock and all other items of Property insured except Buildings and Contents and other items of Property Insured which are not otherwise specified shall be on the basis of the cost of replacement of lost destroyed or Damaged Stock or other Property Insured by similar property as new.

(g) Finished Goods - Reinstatement of finished Goods shall be on the basis of:

(i) the Insured's actual selling price less all discounts and charges to which such finished Goods would have been subject had no loss occurred, or

(ii) the Insured's transfer price being that price charged by production companies of the Insured to subsidiaries or sales companies of the Insured whichever is appropriate.

(h) Undelivered Goods - Reinstatement of Goods sold but not delivered for which the Insured is responsible and subject to a sale contract which following Damage is cancelled by reason of the condition of the Goods shall be on the basis of the contract price for the Goods.

(i) Documents - Reinstatement of documents manuscripts business books plans and designs and other paper based records shall be on the basis of the cost of the materials as blank and the cost of clerical labour expended in reproducing such records, but this policy shall not cover the value of the information contained in such records.

(j) Patterns, Moulds and Dies - Reinstatement of patterns, moulds and dies shall be on the basis of the replacement cost new if actually replaced otherwise at actual cash value at the time and place of loss.

(k) Electronic Data Processing Media – Reinstatement of electronic data processing media shall be on the basis of the cost to repair or restore such media to the condition that existed immediately prior to such Damage or to replace such media with blank media and including the cost of reproducing any electronic data contained thereon providing such media is repaired replaced or restored. If the electronic data media is not repaired replaced or restored the basis of reinstatement shall be the cost of the blank media. This Policy shall not cover the value of the information contained on such media.

3. PUBUC AUTHORITIES

The insurance provided by this Section shall include such additional costs of Reinstatement of Damaged Property Insured as may be incurred solely by reason of the necessity to comply with the minimum requirements of building or other similar laws regulations or bye-laws governing the construction or use of buildings but excluding

(a) the cost incurred in complying with any of the aforesaid laws regulations or bye-laws
  (i) in respect of Damage occurring prior to the commencement of this Period of Insurance
  (ii) in respect of loss destruction or damage not insured by the Policy
  (iii)under which notice has been served upon the Insured prior to the commencement of the Damage
  (iv) in respect of undamaged Property Insured or undamaged portions of Property Insured other than the foundations (unless specifically excluded) of that portion of the Property Insured destroyed or Damaged

(b) the additional cost that would have been required to make good the Damaged Property Insured lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid laws regulations or bye-laws not arisen

(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with any of the aforesaid laws regulations or bye-laws.

UNDAMAGED PORTIONS

Notwithstanding paragraph (a) (iv) above the cover under this clause shall include the additional cost of Reinstatement in respect of undamaged portions of the Property Insured provided that

(a) The Insurer shall not be liable for such additional cost in respect of any Building or Contents which has not sustained Damage hereby insured against
(b) the amount recoverable shall hot exceed the lesser of
  (i) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which the Insurer would have been liable had the building or item of contents been totally destroyed
  (ii) in respect of any one Item of the Section the relative Sum Insured or Declared Value thereby

SPECIAL CONDITIONS

1. If the Liability of the Insurer shall be reduced by the application of any of the terms of this Section then the liability of the Insurer under this clause shall be reduced in the same proportion.
2. The liability of the Insurer including the provisions of this clause shall not exceed the Limit of Liability stated in the Schedule.

4. PROFESSIONAL FEES

The insurance provided by this Section shall include the cost of Architects' Consulting Engineers' Legal and other Professional Fees reasonably and necessarily incurred by the Insured in the Reinstatement of Property Insured (other than Stock) following Damage but not for preparing any claim under this Policy.

The liability of the Insurer under this Professional Fees clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

5. REMOVAL OF DEBRIS AND CLEANING/CLEARANCE OF DRAINS

The insurance provided by this Section covering Buildings and Contents (excluding Stock) shall include costs and expenses unless separately insured necessarily and reasonably incurred by the Insured with the prior consent of the Insurer in

(a) removing debris
(b) dismantling and demolishing } of the portion or portions of the Property
(c) shoring up or propping } Insured Damaged
(d) clearing cleaning and repairing drains gutters sewers and the like on the Insured's property blocked or damaged as a result of Damage by a Defined Peril
(e) clearing of the Insured's site to a depth not exceeding one metre
(f) pumping out of water

The Insurer will not pay for any costs or expenses

(i) incurred in removing debris except from the site of such property lost destroyed or Damaged and the area Immediately adjacent to such site
(ii) directly or indirectly arising from pollution or contamination of property not insured by this Policy

The liability of the Insurer under this Removal of Debris clause shall hot exceed the Sub-Limit for this coverage stated in the Schedule.

6. CAPITAL ADDITIONS

The insurance provided by this Section includes in so far as the same are not otherwise insured

(a) any newly acquired or newly erected buildings machinery and plant and
(b) alterations additions and improvements to buildings machinery and plant

anywhere within the Territorial Limits.

The liability of the Insurer under this Capital Additions clause shall not exceed the Sub-Limit stated in the Schedule.

7. FIRE BRIGADE CHARGES AND EXTINGUISHMENT EXPENSES

The insurance provided by this Section includes the cost of refilling any fire extinguishing appliances and replacing used sprinkler heads and any Fire Brigade charges or other extinguishment expenses for which the Insured may be assessed all reasonably incurred by the Insured solely as a result of Damage to the Property Insured.

The liability of the Insurer under this Extinguishment Expenses clause shall not exceed the Sub-Limit stated in the Schedule.

8. ERRORS AND OMISSIONS

The Insurance provided by this Section includes property in respect of which insurance has by inadvertent omission not been effected.

The Insured undertakes as soon as any inadvertent omission comes to their knowledge to notify the Insurer in order to effect the appropriate additional insurance retrospective to the date when insurance for the property became necessary.
The Insurance provided under this clause shall not apply in respect of:
(a) property of companies not previously declared to and accepted by the Insurer,
or
(b) property of companies operating in territories not previously declared to and accepted by the Insurer.

The liability of the Insurer under this Inadvertent Omissions clause shall not exceed the Sub-Limit stated in the Schedule.

9. INVOLUNTARY BETTERMENT

In the event that replacement property of like kind and quality is not obtainable new property which is as similar as possible to that Damaged and which is capable of performing the same function shall be deemed to be new property of like kind and quality and shall not be considered as a betterment to the insured.
In the event of replacement of Property Insured with new property the insurer will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace Damaged equipment and undamaged existing equipment at the same or an interdependent Premises.
The Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage.
The Insurer shall be liable for only the difference between the highest sales values of the undamaged existing equipment at the same or interdependent Premises and the installed cost of the technologically current equipment.
For the purposes of the application of any Deductibles the Damage and the necessity to replace incompatible equipment shall be regarded as one Occurrence.
Where the non-availability of property of a like kind and quality has not been reasonably foreseeable the liability of the Insurer under this involuntary Betterment clause shall not exceed the Sub-Limit stated in the Schedule.

10. TENANTS AND NEIGHBOURS

The Insurance provided by this Section extends to include
(i) Tenants' Liability being the liability which the Insured may incur as tenant in respect of Damage under any Civil Code.
(ii) Neighbours' Liability being the liability which the Insured may incur under any Civil Code for any Damage resulting from fire spreading from the property belonging to the Insured or for which the Insured is responsible and which is Property Insured under this policy.
(iii) Tenants' Liability being the liability the Insured may incur as a landlord under any Civil Code by Damage by fire caused to property of the Insured's tenants as a result of constructional defects or lack of maintenance of the Property Insured.
For the purposes of this clause the word "fire" means fire and explosion. This coverage applies only to liability incurred in those countries in which the Napoleonic or a similar Civil Code applies and the amount of such liability is restricted to the maximum amount which would otherwise be payable under any Local Policy.
The liability of the Insurer under this Tenants and Neighbours clause shall not exceed the Sub-Limit stated in the Schedule.

11. EXPEDITING EXPENSE

The insurance provided by this Section extends to include the costs and expenses reasonably incurred by the Insured in expediting any temporary repairs in order that work may continue following Damage.
The liability of the Insurer under this Expediting expense clause shall not exceed the Sub-Limit stated in the Schedule.

12. STOCK DEBRIS REMOVAL

The insurance provided by this Section covering Stock shall include costs and expenses necessarily and reasonably incurred by the Insured with the prior consent of the Insurer in
(a) removing debris of the portion or portions of the Property Insured Damaged
(b) clearing cleaning and repairing drains gutters sewers and the like on the Insured's property blocked or damaged as a result of Damage by a Defined Peril
The Insurer will not pay for any costs or expenses
(i) incurred in removing debris except from the site of such property lost destroyed or Damaged and the area immediately adjacent to such site
(ii) directly or indirectly arising from pollution or contamination of property not insured by this Policy
The liability of the Insurer under this Stock Debris Removal clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

13. CONPUTER SYSTEMS NON PHYSICAL DAMAGE

The insurance provided by this Section extends to include the cost of
i. modification of computer systems or
ii. the replacement restoration or recompilation of Computer Media
whichever is the lesser cost to achieve compatibility in the event that Damage to computer systems has resulted in undamaged Computer Media being unavoidably incompatible with replacement equipment.
For the purposes of this clause Computer Media shall mean
a. data carrying materials of all types (other than paper records)
b. software programs or data
The liability of the Insurer under this Incompatibility of Non physicaldamage Computer Systems clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

14. EXHIBITION,EXPOSITION AND FAIR OR TRADE SHOW

The insurance provided by this Section extends to include any Property Insured or property held in trust or on commission or for which the Insured is responsible or deems themselves responsible at any exhibition,exposition and fair or trade show demonstration business event or trial within the Territorial Limits including transit loading unloading and land storage.

The liability of the Insurer under this exhibitions,exposition and fair or trade show clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

(巨&外 003)

明台產物商業火災綜合保險(○○股份有限公司) 0004M98005

GENERAL DEFINITIONS APPLICABLE TO THE POLICY

In this Policy unless the context otherwise requires the following words and expressions shall have the following meanings.

A. Associated Company

Associated Company means any company of which the Insured owns or owned on or before the Inception of the Period of Insurance more than twenty per-cent (20%) but less than or equal to fifty per-cent (50%) of the issued and outstanding voting shares either directly or indirectly through one or more of its Subsidiary companies, and in which the Insured retains Management Control

B. BUSINESS INTERRUPTION

The word "Business Interruption" shall mean the coverage detailed in Section 2 of this Policy.

C. BUSINESS

The word "Business" shall mean the operations of the Insured stated in the Schedule.

D. COMPUTER VIRUS

The words "Computer Virus" shall mean a set of corrupting harmful or otherwise unauthorised instructions or code including a set of 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".

E. DAMAGE

The word "Damage" shall mean direct physical loss of or destruction of or direct physical damage to Property Insured caused by an Occurrence.

F. DEFINED PERIL

Any sudden and accidental, unforeseen physical loss of or damage to property described above, including but not limited to damage to boilers and pressure vessel due to explosion or collapse and any destruction, disruption, distortion or corruption of any computer data, coding, program or software except as excluded below.

l. Fraudulent or dishonest act or acts
m. The cost of making good defective design or specifications, faulty material, or faulty workmanship; however, any ensuing loss should be covered.
n. Ordinary wear and tear, or gradual deterioration, however, any ensuing loss should be covered.
o. Normal settling or normal shrinkage of walls, floors, or ceilings , however, any ensuing loss should be covered.
p. Nuclear reaction, or nuclear radiation, or radioactive contamination
q. Terrorism and War including rebellion, revolution, civil war, usurped power
r. Any weapon employing atomic fission or fusion
s. Any risks of contraband or illegal trade
t. Loss or damage caused by delay or loss of market
u. Mysterious disappearance, unexplained or inventory shortage, misfiling or misplacing of information
v. Insect, vermin or pest damage, however, any ensuing loss should be covered.

G. EARTHQUAKE

The word "Earthquake" shall mean earth movement due to a natural seismic disturbance caused by a sudden movement of the earth's crust and including:

(a) Damage resulting directly from Earthquake and
(b) the eruption explosion or effusion of a volcano
(c) Tsunami

but excluding Flood.

H. ELECTRONIC DATA

The words "Electronic Data" shall mean 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 programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

II. FLOOD

The word "Flood" shall mean the escape of water from its normal natural or artificial confines (other than from tanks or apparatus) or inundation from the sea including tidal wave.

J. GOODS

The word "Goods" shall mean machinery, plant, stock and general merchandise connected with the Insured's Business the property of the Insured or for which they are responsible or deem themselves responsible including Goods manufactured or imported by the Insured while such Goods are in the care custody and control of the Insured unless the context otherwise requires.

K. INSURED

The word "Insured" shall mean the entity named in the Schedule together with Subsidiary Companies and Associated Companies named as such in the details declared to and accepted by the Insurer.

L. JOINT VENTURE

The words “Joint Venture” shall mean any corporate or other entity treated as such by the insured declared to and accepted by the Insurers.

M. OCCURRENCE

The word “Occurrence” shall mean any one loss or series of losses arising out of and directly resulting from one original cause.

N. PROPERTY INSURED

The words “Property Insured” shall mean the property covered by this Policy as defined below whilst at the Premises described in the Schedule:

Buildings

The word “Buildings” shall mean buildings declared in the information provided to the Insurer that are the property of the Insured or for which they are responsible or deem themselves responsible including:

(h) landlords fixtures and fittings (where declared as Buildings in sum insured)
(i) tenants improvements and betterments (where declared as Buildings in sum insured)
(j) outbuildings
(k) freestanding walls not part of a building gates and fences
(l) underground and over ground piping ducting cables wires on the Premises and extending to the public mains but only to the extent of the Insured's responsibility
(m) yards car parks
(n) foundations

Contents

The word “Contents” shall mean machinery plant and all other contents belonging to the Insured or held by them in trust and for which they are responsible or deem themselves responsible (other than landlords fixtures and fittings tenants improvements and betterments Stock and other property more specifically insured by this Policy) whilst in or on the Buildings including:

(a) landlords fixture and fittings (where declared as Contents in sum insured)
(b) tenants improvements and betterments (where declared as Contents in sum insured)
(c) documents manuscripts business books plans and designs and computer systems records
(d) patterns models and moulds
(e)employees’ ’, directors’, and visitors’ personal effects of every description (other than motor vehicles)
(f) money, securities, and negotiable instrument.
and so far as they are not otherwise insured

Stock

The word “Stock” shall mean stock and materials in trade belonging to the Insured or held by them in trust and for which they are responsible or deem themselves responsible.

O. SCHEDULE OF VALUES

The words “Schedule of Values” shall mean a schedule provided by the Insured to the Insurer which gives the sums insured in respect of Buildings Contents Stock Estimated Gross profit and any other items (if applicable) at each separate Premises.

P. STORM

The word “Storm” shall mean storm tempest windstorm hurricane tornado cyclone and typhoon including subsequent Damage caused by water that backs-up from a sewer or drain as a direct result of Storm but excluding Flood.

Q. SUBSIDIARY COMPANIES

The words “Subsidiary Companies” shall mean any company with at least half of its capital stock owned by the insured.

GENERAL EXCLUSIONS APPLIANCE

B. EXCLUDED PROPERTY

(i) This Policy does not cover :

1. (a) jewellery precious stones bullion furs garments fine art curiosities and rare books
(b) coinage bank and currency notes luncheon vouchers cheques travellers cheques giro cheques giro cash cheques bankers drafts national giro drafts money orders postal orders current postage stamps stamp franking machine units national insurance stamps national savings certificates holiday with pay stamps except as specifically insured elsewhere in this Policy other than such Damage caused by a Defined Peril insofar as it is not otherwise excluded

2. china earthenware marble or other fragile or brittle objects other than by
(a) Damage caused by a Defined Peril
(b) Business Interruption resulting from Damage to such property caused by a Defined Peril insofar as it is not otherwise excluded

3. vehicles licensed for road use caravans trailers railway locomotives and rolling stock (unless specifically agreed by the Insurer) watercraft aircraft or spacecraft

4. property in transit unless specifically insured by the Goods in Transit Extension

5. buildings structures or contents in course of construction or erection or extensions to existing Buildings and materials or supplies in connection therewith unless specifically insured by this Policy

6. land roads (unless the responsibility of the Insured) pavements (unless the responsibility of the Insured) railway lines (unless the responsibility of the Insured) dams reservoirs piers jetties bridges culverts tunnels excavations off shore property or underground mining property.

8. water of any kind except the quantity of water at the time of Damage that is contained within any insured tank piping system or equipment being used in the ordinary course of the Insured's Business

8. growing crops standing timber drying crops and all living things of all types

9. property which is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess amount beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

10. property more specifically insured elsewhere except for any excess amount above any such more specific insurance other than as provided by the Contribution donctions.

11. overhead transmission and distribution lines and their supporting structures not on the premises or within 250m thereof.

B. EXCLUDED CAUSES

This Policy does not cover :

1. Damage or Business Interruption caused by or consisting of

(i) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials or any gradually occurring loss or any loss which commenced prior to the inception of the Policy (other than sudden and unforeseen Damage resulting thereof.)

(j) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees

(k) corrosion rust wet dry rot mould shrinkage evaporation loss of weight dampness dryness marring vermin or insects (other than sudden and unforeseen Damage resulting therefore)

(l) change in temperature colour flavour texture or finish

(m) theft or attempted theft expedited or in any way brought about by the Insured or any of the Insured's directors or employees

(n) joint leakage nipple leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping and tubing in connection therewith (other than as insured by the Machinery Breakdown extension of this policy)

(o) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement

(p) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services unless due to a reasonable attempt to safeguard property or loss of life

but this shall not exclude any Damage or Business Interruption arising therefrom if resulting from a cause which is not otherwise excluded, nor subsequent Damage or Business Interruption arising therefrom which results from a cause not otherwise excluded

2. Damage or Business Interruption caused by or consisting of solidification of the contents of molten material holding and or conveyance units and or appurtenances unless resulting from a Defined Peril insofar as such Damage or Business Interruption is not otherwise excluded

3. Damage or Business Interruption
(a) caused by fire resulting from its undergoing any heating process or process involving the application of heat
(b) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning services or repair or misapplication of tools

4. Damage or Business Interruption resulting therefrom to that part of any electrical machinery plant or apparatus directly caused by its own over-running short-circuiting excessive pressure self ignition or self-heating but if fire or explosion extends to and causes damage to any other part of the plant or appliances or other Property Insured such ensuing Damage is not excluded by the Policy

5. Damage or Business Interruption caused by or consisting of
(a) acts of fraud or dishonesty by the Insured's employees
(b) loss of market or delay unexplained or mysterious disappearance or inventory shortage loss due to bookkeeping accounting or billing errors or omissions

6. in respect of Section 1
(a) Damage caused by pollution or contamination but this shall not exclude destruction of or damage to property used by the Insured at the Premises for the purposes of the Business not otherwise excluded caused by
(i) pollution or contamination which itself results from a Defined Peril
(ii) any Defined Peril which itself results from pollution or contamination
in respect of Section 2
(b) loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded caused by
(i) pollution or contamination which itself: results from a Defined Peril
(ii) any Defined Peril which itself results from pollution or contamination

7. Damage or Business Interruption caused by or consisting of
(a) subsidence heave landslip collapse cracking shrinkage or settlement of buildings including foundations walls floors ceilings pavements or any part thereof resulting from
(i) coastal or river erosion
(ii) settlement or movement of made-up ground
(iii) defective design or workmanship or use of defective materials
(iv) demolition structural alteration or repair
(b) subsidence heave or landslip damage to forecourts car parks driveways footpaths walls gates hedges or fences unless specifically insured and then only when such damage occurs also to a building insured hereunder against such loss

(c) subsidence heave or landslip damage which commenced and was discovered or should have been discovered prior to the inception of this Policy

8. Damage or Business Interruption caused by or consisting of destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking unless resulting from a Defined Peril insofar as such Damage or Business Interruption is not otherwise excluded

9. Damage or Business Interruption in respect of moveable property in the open (other than Rolling Stockwhere specifically agreed by the Insurer) fences and gates caused by wind rain hail sleet snow flood or dust

10. Damage or Business Interruption nor any other loss or expense whatsoever resulting or arising therefromdirectly or indirectly caused by or contributed to by or arising from

(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel

(b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11. Damage or Business Interruption nor any other loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or occasioned by war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by any government or public authority

12. Damage or Business Interruption nor any other loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence 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 or to put the public or any section of the public in fear

This exclusion 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 any act of terrorism

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

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

13. any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:
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.
This exclusion applies regardless whether there is

(1) any physical loss or damage to insured property:
(2) any insured peril or cause, whether or not contributing concurrently or in any sequence
(3) any loss of use, occupancy or functionality
(4) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

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

14. A) Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:-

a) This policy dose 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.

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 such equipment.

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”.

b) However, in the event that a peril listed below 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

B) Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows: -

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, proving such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed

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 EL0ECTRONIC DATA cannot be recreated, gathered or assembled.

PROPERTY DAMAGE

CLAUSES

15. AVERAGE(UNDER-INSURANCE)

Whenever a sum insured is declared to be subject to Average and if such sum shall at the commencement of any Damage be less than the value of the property covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced in accordance with the Average provision that applies to that item of property.

16. REINSTATEMENT CONDITIONS AND BASIS OF SETTLEMENT

In the event of the Property Insured under this Section being Damaged the basis upon which the amount payable under this Section is to be calculated shall be the reinstatement of the Property Insured Damaged subject to the following special provisions and subject also to the terms and conditions of the Policy.

For the purpose of this clause "Reinstatement" shall mean either

(a) Where Property Insured is destroyed the rebuilding of the property if a Building or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive then its condition when new

(b) Where Property Insured Is Damaged the repair of the Damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

SPECIAL PROVISIONS

(l) Timeliness - The work of Reinstatement must be commenced and carried out with reasonable despatch otherwise the Insurer shall not be liable to make any payment beyond the amount which represents actual cash value on the date of the loss.

(m) Alternative Sites - The work of Reinstatement may be carried out on another site from that where the Damaged Property Insured was originally located and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased.

(n) Partial Damage - When any Property insured is Damaged in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to pay for Reinstatement if such Property insured had been wholly destroyed.

(o) Limit on Liability - No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.

(p) Other Insurance - No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made if at the time of any Damage to any Property Insured hereunder 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 set forth herein.

(q) Stock - Reinstatement of Stock and all other items of Property insured except Buildings and Contents and other items of Property Insured which are not otherwise specified shall be on the basis of the cost of replacement of lost destroyed or Damaged Stock or other Property Insured by similar property as new.

(r) Finished Goods - Reinstatement of finished Goods shall be on the basis of:

(i) the Insured's actual selling price less all discounts and charges to which such finished Goods would have been subject had no loss occurred, or

(ii) the Insured's transfer price being that price charged by production companies of the Insured to subsidiaries or sales companies of the Insured whichever is appropriate.

(s) Undelivered Goods - Reinstatement of Goods sold but not delivered for which the Insured is responsible and subject to a sale contract which following Damage is cancelled by reason of the condition of the Goods shall be on the basis of the contract price for the Goods.

(t) Documents - Reinstatement of documents manuscripts business books plans and designs and other paper based records shall be on the basis of the cost of the materials as blank and the cost of clerical labour expended in reproducing such records, but this policy shall not cover the value of the information contained in such records.

(u) Patterns, Moulds and Dies - Reinstatement of patterns, moulds and dies shall be on the basis of the replacement cost new if actually replaced otherwise at actual cash value at the time and place of loss.

(v) Electronic Data Processing Media – Reinstatement of electronic data processing media shall be on the basis of the cost to repair or restore such media to the condition that existed immediately prior to such Damage or to replace such media with blank media and including the cost of reproducing any electronic data contained thereon providing such media is repaired replaced or restored. If the electronic data media is not repaired replaced or restored the basis of reinstatement shall be the cost of the blank media. This Policy shall not cover the value of the information contained on such media.

17. PUBUC AUTHORITIES

The insurance provided by this Section shall include such additional costs of Reinstatement of Damaged Property Insured as may be incurred solely by reason of the necessity to comply with the minimum requirements of building or other similar laws regulations or bye-laws governing the construction or use of buildings but excluding

(a) the cost incurred in complying with any of the aforesaid laws regulations or bye-laws
  (i) in respect of Damage occurring prior to the commencement of this Period of Insurance
  (ii) in respect of loss destruction or damage not insured by the Policy
  (iii)under which notice has been served upon the Insured prior to the commencement of the Damage
  (iv) in respect of undamaged Property Insured or undamaged portions of Property Insured other than the foundations (unless specifically excluded) of that portion of the Property Insured destroyed or Damaged

(b) the additional cost that would have been required to make good the Damaged Property Insured lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid laws regulations or bye-laws not arisen

(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with any of the aforesaid laws regulations or bye-laws.

UNDAMAGED PORTIONS

Notwithstanding paragraph (a) (iv) above the cover under this clause shall include the additional cost of Reinstatement in respect of undamaged portions of the Property Insured provided that

(a) The Insurer shall not be liable for such additional cost in respect of any Building or Contents which has not sustained Damage hereby insured against
(b) the amount recoverable shall hot exceed the lesser of
  (i) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which the Insurer would have been liable had the building or item of contents been totally destroyed
  (ii) in respect of any one Item of the Section the relative Sum Insured or Declared Value thereby

SPECIAL CONDITIONS

1. If the Liability of the Insurer shall be reduced by the application of any of the terms of this Section then the liability of the Insurer under this clause shall be reduced in the same proportion.
2. The liability of the Insurer including the provisions of this clause shall not exceed the Limit of Liability stated in the Schedule.

18. PROFESSIONAL FEES

The insurance provided by this Section shall include the cost of Architects' Consulting Engineers' Legal and other Professional Fees reasonably and necessarily incurred by the Insured in the Reinstatement of Property Insured (other than Stock) following Damage but not for preparing any claim under this Policy.

The liability of the Insurer under this Professional Fees clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

19. REMOVAL OF DEBRIS AND CLEANING/CLEARANCE OF DRAINS

The insurance provided by this Section covering Buildings and Contents (excluding Stock) shall include costs and expenses unless separately insured necessarily and reasonably incurred by the Insured with the prior consent of the Insurer in

(a) removing debris
(b) dismantling and demolishing } of the portion or portions of the Property
(c) shoring up or propping } Insured Damaged
(d) clearing cleaning and repairing drains gutters sewers and the like on the Insured's property blocked or damaged as a result of Damage by a Defined Peril
(e) clearing of the Insured's site to a depth not exceeding one metre
(f) pumping out of water

The Insurer will not pay for any costs or expenses

(i) incurred in removing debris except from the site of such property lost destroyed or Damaged and the area Immediately adjacent to such site
(ii) directly or indirectly arising from pollution or contamination of property not insured by this Policy

The liability of the Insurer under this Removal of Debris clause shall hot exceed the Sub-Limit for this coverage stated in the Schedule.

20. CAPITAL ADDITIONS

The insurance provided by this Section includes in so far as the same are not otherwise insured

(a) any newly acquired or newly erected buildings machinery and plant and
(b) alterations additions and improvements to buildings machinery and plant

anywhere within the Territorial Limits.

The liability of the Insurer under this Capital Additions clause shall not exceed the Sub-Limit stated in the Schedule.

21. FIRE BRIGADE CHARGES AND EXTINGUISHMENT EXPENSES

The insurance provided by this Section includes the cost of refilling any fire extinguishing appliances and replacing used sprinkler heads and any Fire Brigade charges or other extinguishment expenses for which the Insured may be assessed all reasonably incurred by the Insured solely as a result of Damage to the Property Insured.

The liability of the Insurer under this Extinguishment Expenses clause shall not exceed the Sub-Limit stated in the Schedule.

22. ERRORS AND OMISSIONS

The Insurance provided by this Section includes property in respect of which insurance has by inadvertent omission not been effected.

The Insured undertakes as soon as any inadvertent omission comes to their knowledge to notify the Insurer in order to effect the appropriate additional insurance retrospective to the date when insurance for the property became necessary.
The Insurance provided under this clause shall not apply in respect of:
(a) property of companies not previously declared to and accepted by the Insurer,
or
(b) property of companies operating in territories not previously declared to and accepted by the Insurer.

The liability of the Insurer under this Inadvertent Omissions clause shall not exceed the Sub-Limit stated in the Schedule.

23. INVOLUNTARY BETTERMENT

In the event that replacement property of like kind and quality is not obtainable new property which is as similar as possible to that Damaged and which is capable of performing the same function shall be deemed to be new property of like kind and quality and shall not be considered as a betterment to the insured.
In the event of replacement of Property Insured with new property the insurer will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace Damaged equipment and undamaged existing equipment at the same or an interdependent Premises.
The Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage.
The Insurer shall be liable for only the difference between the highest sales values of the undamaged existing equipment at the same or interdependent Premises and the installed cost of the technologically current equipment.
For the purposes of the application of any Deductibles the Damage and the necessity to replace incompatible equipment shall be regarded as one Occurrence.
Where the non-availability of property of a like kind and quality has not been reasonably foreseeable the liability of the Insurer under this involuntary Betterment clause shall not exceed the Sub-Limit stated in the Schedule.

24. TENANTS AND NEIGHBOURS

The Insurance provided by this Section extends to include
(i) Tenants' Liability being the liability which the Insured may incur as tenant in respect of Damage under any Civil Code.
(ii) Neighbours' Liability being the liability which the Insured may incur under any Civil Code for any Damage resulting from fire spreading from the property belonging to the Insured or for which the Insured is responsible and which is Property Insured under this policy.
(iii) Tenants' Liability being the liability the Insured may incur as a landlord under any Civil Code by Damage by fire caused to property of the Insured's tenants as a result of constructional defects or lack of maintenance of the Property Insured.
For the purposes of this clause the word "fire" means fire and explosion. This coverage applies only to liability incurred in those countries in which the Napoleonic or a similar Civil Code applies and the amount of such liability is restricted to the maximum amount which would otherwise be payable under any Local Policy.
The liability of the Insurer under this Tenants and Neighbours clause shall not exceed the Sub-Limit stated in the Schedule.

25. EXPEDITING EXPENSE

The insurance provided by this Section extends to include the costs and expenses reasonably incurred by the Insured in expediting any temporary repairs in order that work may continue following Damage.
The liability of the Insurer under this Expediting expense clause shall not exceed the Sub-Limit stated in the Schedule.

26. STOCK DEBRIS REMOVAL

The insurance provided by this Section covering Stock shall include costs and expenses necessarily and reasonably incurred by the Insured with the prior consent of the Insurer in
(a) removing debris of the portion or portions of the Property Insured Damaged
(b) clearing cleaning and repairing drains gutters sewers and the like on the Insured's property blocked or damaged as a result of Damage by a Defined Peril
The Insurer will not pay for any costs or expenses
(i) incurred in removing debris except from the site of such property lost destroyed or Damaged and the area immediately adjacent to such site
(ii) directly or indirectly arising from pollution or contamination of property not insured by this Policy
The liability of the Insurer under this Stock Debris Removal clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

27. COMPUTER SYSTEMS NON PHYSICAL DAMAGE

The insurance provided by this Section extends to include the cost of
iii. modification of computer systems or
iv. the replacement restoration or recompilation of Computer Media
whichever is the lesser cost to achieve compatibility in the event that Damage to computer systems has resulted in undamaged Computer Media being unavoidably incompatible with replacement equipment.
For the purposes of this clause Computer Media shall mean
c. data carrying materials of all types (other than paper records)
d. software programs or data
The liability of the Insurer under this Incompatibility of Non physical damage Computer Systems clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

28. EXHIBITION,EXPOSITION AND FAIR OR TRADE SHOW

The insurance provided by this Section extends to include any Property Insured or property held in trust or on commission or for which the Insured is responsible or deems themselves responsible at any exhibition,exposition and fair or trade show demonstration business event or trial within the Territorial Limits including transit loading unloading and land storage.

The liability of the Insurer under this exhibitions,exposition and fair or trade show clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

明台產物商業火災綜合保險(○○股份有限公司)0004M97029

(巨&外 007)

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

1. Definition

The Schedule(s) the Section(s) and the Endorsement(s) and the Questionnaire(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule(s) the Section(s) and the Endorsement(s) and Questionnaire(s).

Any word or expression to which a specific meaning has been attached in any part of a Section or of the Endorsement or Questionnaire shall bear such meaning wherever it may appear in such Section, Endorsement or Questionnaire.

2. Policy Voidable

This policy shall be voidable in the event of misdescription, misrepresentation or non-disclosure in any material particular.

3. Alteration

3.1 Section I for this policy shall be avoided with respect to any of the Property Insured in regard to which there be any alteration after the commencement of this insurance

3.1.1 by removal or

3.1.2 whereby the risk of loss destruction or damage is increased or

3.1.3 whereby the interest of the Insured ceases except by will or operation of law unless admitted by the Insurer in writing.

3.2 Section II of this policy shall be avoided if after the commencement of this insurance

3.2.1 the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or

3.2.2 the interest of the Insured ceases other than by death or

3.2.3 any alteration be made either in the Business or in the Premises or property therein whereby the risk of loss destruction or damage is increased

unless admitted by the Insurer in writing.

4. warranties

Every warranty to which this policy is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy and non-compliance with any such warranty in so far as it increases the risk of any loss destruction or damage shall be a bar to any claim in respect of such loss destruction or damage.

5. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent loss destruction or damage, e.g. take at his own expense all reasonable precautions, comply with all reasonable recommendations of the Insurers to prevent loss destruction or damage, comply with statutory requirements and manufacturers' recommendations.

6. Right of Inspection

Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk. Said inspection/examination shall not impose any liability on the Insurers and shallnot be taken as guarantee for the Insured of the safety standards of his operations.

7. Claims Procedure

7.1 In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall

- as soon as posible notify the Insurers by telephone or telegram as well as in writing about the nature and extent of loss destruction or damage
- take all steps within his power to minimize the extent of the loss destruction or damage
- preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers
- furnish all such information and documentary evidence as the Insurers may require
- as soon as posible inform the police authorities in case of loss or damage due to theft or burglary or malicious damage.

Upon notification being given to the Insurers under this condition, a representative of the Insurers shall have the opportunity of

inspecting the loss destruction or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

7.2 The Insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

7.3 No. claim shall be payable under this policy unless the terms of this Condition have been complied with.

7.4 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this policy or if any loss or destruction of or damage to the Property Insured at the Premises for the purpose of the Business is caused by the wilful act or with the connivance of the Insured all benefit under this policy shall be forfeited.

8. Indemnification

8.1 The Insurers shall indemnify adjusted losses within 30 days after receipt of loss adjuster's final report or equivalent proof of loss

8.2 Liability having been admitted, payments on account not exceeding the minimum amount justified by the prevailing circumstances shall be effected

8.3 The Insurers shall be entitled to withhold indemnification

- if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurers of the necessary proof
- if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

9. Interest payments

The Insurers shall not be liable to pay interest other than interest for default.

10. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties; 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 and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

11. Subrogation

The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or 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 destruction damage or expense 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.

12. Other insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss destruction or damage the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss destruction or damage.

13. Period of Insurance

The period of insurance is one year. Inception and expiry shall both be 12 o'clock noon at the dates entered in the Schedule. The insurance is automatically renewed for a year, unless Insurer or Insured request in writing the termination at expiry date, giving 30 days notice.

14. Average

The sums insured of each item under Section I and of Section II of this policy (other than those applying solely to fees, rent, removal of debris or private dwelling houses) are declared to be separately subject to Average.

Section I:

If the Property Insured under any item shall at the commencement of any loss damage or destruction hereby insured against be collectively of greater value than the respective sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly.

15. Deductibles

This policy does not cover the amounts of the deductibles stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.

Warranted that the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule.

16. Sum(s) Insured

The sum(s) insured shall not be reduced by any indemnity payments.

Section I - Material Damage

The Insurers hereby agree with the Insured that if at any time during the period of insurance the items or any part thereof entered in the Schedule and whilst at the premise(s) described in such Schedule shall suffer any unforeseen, sudden and accidental physical loss destruction or damage other than those specifically excluded in the General or Special Exclusions in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss destruction or damage as hereinafter provided by payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in respect of each of the items at any location specified in the Schedule the sum set opposite thereto (sum insured) and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

Special Exclusions to Section I :

1. The Insurers shall not be liable for loss destruction of or damage to

1.1 property in the course of construction or erection

1.2 property being worked upon and actually arising from the process of manufacture testing repairing cleaning restoring alteration renovation or servicing

1.3 property in transit by road, rail, air or water

1.4 licensed road vehicles, railway locomotives and rolling stock, watercraft, aircraft, spacecraft and the like

1.5 jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art

1.6 standing timber, growing crops, animals, birds, fish

1.7 land (including topsoil backfill drainage or culvert), driveways, pavements, roads, runways, railway lines, dams, reservoirs, surface water, underground water, canals, wells, cables, tunnels, bridges, docks, piers, wharves, mining property underground, offshore property

1.8 property in the possession of customers under Rental Agreements or Hire Purchase, Credit or other Suspensive Sale Agreements

1.9 property which at the time of the happening of loss destruction or damage is insured by or would but for the existence of this policy be insured by any marine policy or policies.

2. The Insurers shall not be liable for loss destruction of or damage to the property insured directly or indirectly caused by or arising out of or aggravated by:

2.1 delay, loss of market of other consequential or indirect loss or damage of any kind or description whatsoever

2.2 dishonesty, fraudulent act, trick, device or other false pretence

2.3 disappearance, unexplained or inventory shortage

2.4 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith, mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

2.5 all gradually operating causes, including but not limited to wear and tear, rust, corrosion, mildew, mould, fungus, wet or dry rot, gradual deterioration, latent defect, inherent vice, slowly developing deformation or distortion, insects larvae or vermin of any kind, microbes of any kind, unless sudden and unforeseen physical loss destruction or damage ensues, in which case Insurers' liability shall be limited to such ensuing loss damage or destruction

2.6 pollution or contamination, unless caused by 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

2.7 enforcement of any ordinance or law regulating the construction, repair or demolition of any Property Insured hereunder except as provided for in the Public Authorities Memorandum incorporated in this Section

2.8 shrinkage, evaporation, loss of weight, change in flavor, color, texture or finish, action of light

2.9 change in temperature or humidity, failure or inadequate operation of any air-conditioning cooling or heating system due to

operating error. The burden of proof that no operating error occurred, shall be upon the Insured

2.10 exposure to weather conditions where property is left in the open or not contained in fully enclosed buildings.

3. The insurers shall not be liable for the costs

3.1 of rectifying defective materials, faulty workmanship or design

3.2 of normal upkeep, normal making good, maintenance

3.3 arising from false or unauthorized programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media and from loss of information caused by magnetic fields.

Special Conditions to Section I :

1. Sums Insured:

It is a requirement of this Insurance that the sums insured stated in the Schedule shall not be less than the cost of reinstatement as if such property were reinstated on the first day of the Period of Insurance which shall mean the cost of replacement of the insured items by new items in a condition equal to but not better or more extensive than its condition when new.

2. Basis of Loss Settlement:

In the event of any loss destruction or damage the indemnification under this section shall be calculated on the basis of the reinstatement or replacement of the property lost destroyed or damaged, subject to the following provisions:

2.1 Reinstatement or replacement shall mean:

(1) where property is lost or destroyed, the rebuilding of any buildings or the replacement of any other property by similar property, in either case in a condition equal to but not better or more extensive than its condition when new

(2) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

2.2 Special Provisions:

(1) The work of reinstatement (which may be carried out upon 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 and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the policy if this special provisions had not been incorporated herein shall be made

(2) Where any property is lost destroyed or damaged 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 had been wholly destroyed

(3) If at the time of reinstatement the sum representing the cost which would have been incurred in the reinstatement if the whole property covered by such item had been destroyed exceeds the sum insured thereon at the commencement of any destruction of or damage then the Insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly

(4) Until the cost of reinstatement or replacement shall have been actually incurred the amount payable under each of the items shall be calculated on the basis of the actual cash value of such items immediately before the loss destruction or damage with due allowance for depreciation for age use and condition.

3. First Loss Insurance

3.1 The items mentioned hereinafter are covered on a First Loss Bases, subject to amounts per item entered in the Schedule

- Money and stamps
- Employees Pedal Cycles and other Personal Effects
- Documents, Manuscripts and Business Books: only the value of materials as stationery together with the cost of clerical labour expended in writing up and not the value of the information to the Insured.
- Computer Systems records: the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein), but not for the value of the information contained therein to the Insured.
- Patterns, Models, Moulds, Plans and Designs: an amount not exceeding the cost of the labour and materials expended in reinstatement.

3.2 Debris Removal

This policy covers the necessary expense for removal of debris of insured property from the described premises as a result of physical loss destruction or damage insured against under this policy.

The company's total liability for debris removal is limited to the amount entered in the schedule.

4. Capital Additions

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

- any newly acquired buildings, machinery and other equipment in so far as the same are not otherwise insured, and
- alterations, additions and improvements to buildings, machinery and other equipment

during the current period of insurance at any of the premises hereby insured, provided that:

(1) at any one location this increase shall not exceed 5% of the total sum insured on such item;

the Insured advise the Insurers within three months of the particulars of any such capital additions and pay such additional premiums as the Insurers may require.

明台產物商業火災保險(○○股份有限公司)0004U97007

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

1.Definition

The Schedule(s) the Section(s) and the Endorsement(s) and the Questionnaire(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule(s) the Section(s) and the Endorsement(s) and Questionnaire(s).

Any word or expression to which a specific meaning has been attached in any part of a Section or of the Endorsement or Questionnaire shall bear such meaning wherever it may appear in such Section, Endorsement or Questionnaire.

2.Policy Voidable

This policy shall be voidable in the event of misdescription, misrepresentation or non-disclosure in any material particular.

3.Alteration

3.1Section I for this policy shall be avoided with respect to any of the Property Insured in regard to which there be any alteration after the commencement of this insurance

3.1.1 by removal or

3.1.2 whereby the risk of loss destruction or damage is increased or

(巨&外 008) 3.1.3 whereby the interest of the Insured ceases except by will or operation of law unless admitted by the Insurer in writing.

3.2 Section II of this policy shall be avoided if after the commencement of this insurance

3.2.1 the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or

3.2.2 the interest of the Insured ceases other than by death or

3.2.3 any alteration be made either in the Business or in the Premises or property therein whereby the risk of loss destruction or damage is increased

unless admitted by the Insurer in writing.

4.warranties

Every warranty to which this policy is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy and non-compliance with any such warranty in so far as it increases the risk of any loss destruction or damage shall be a bar to any claim in respect of such loss destruction or damage.

5.Reasonable Precautions

The Insured shall take all reasonable precautions to prevent loss destruction or damage, e.g. take at his own expense all reasonable precautions, comply with all reasonable recommendations of the Insurers to prevent loss destruction or damage, comply with statutory requirements and manufacturers' recommendations.

6.Right of Inspection

Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured

shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk. Said inspection/examination shall not impose any liability on the Insurers and shallnot be taken as guarantee for the Insured of the safety standards of his operations.

7.Claims Procedure

7.1 In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall

- as soon as posible notify the Insurers by telephone or telegram as well as in writing about the nature and extent of loss destruction or damage
- take all steps within his power to minimize the extent of the loss destruction or damage
- preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers
- furnish all such information and documentary evidence as the Insurers may require
- as soon as posible inform the police authorities in case of loss or damage due to theft or burglary or malicious damage.

Upon notification being given to the Insurers under this condition, a representative of the Insurers shall have the opportunity of inspecting the loss destruction or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

7.2 The Insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

7.3 No. claim shall be payable under this policy unless the terms of this Condition have been complied with.

7.4 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this policy or if any loss or destruction of or damage to the Property Insured at the Premises for the purpose of the Business is caused by the wilful act or with the connivance of the Insured all benefit under this policy shall be forfeited.

8. Indemnification

8.1 The Insurers shall indemnify adjusted losses within 30 days after receipt of loss adjuster's final report or equivalent proof of loss

8.2 Liability having been admitted, payments on account not exceeding the minimum amount justified by the prevailing circumstances shall be effected

8.3 The Insurers shall be entitled to withhold indemnification

if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurers of the necessary proof
if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

9. Interest payments

The Insurers shall not be liable to pay interest other than interest for default.

10. Arbiration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties; 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 and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

11. Surogation

The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or 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 destruction damage or expense 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.

12. Other insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss destruction or damage the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss destruction or damage.

13. Period of Insurance

The period of insurance is one year. Inception and expiry shall both be 12 o'clock noon at the dates entered in the Schedule. The insurance is automatically renewed for a year, unless Insurer or Insured request in writing the termination at expiry date, giving 30 days notice.

14. Average

The sums insured of each item under Section I and of Section II of this policy (other than those applying solely to fees, rent, removal of debris or private dwelling houses) are declared to be separately subject to Average.

Section I:

If the Property Insured under any item shall at the commencement of any loss damage or destruction hereby insured against be collectively of greater value than the respective sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly.

Section II:

The Insurance is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

(a) in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of loss destruction or damage.

(b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided less any sum saved during the Indemnity Period in respect of such of the charge and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of loss destruction or damage

provided that if the sum insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

15. Deductibles

This policy does not cover the amounts of the deductibles stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.

Warranted that the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule.

16. Sum(s) Insured

The sum(s) insured shall not be reduced by any indemnity payments.

Section I - Material Damage-

The Insurers hereby agree with the Insured that if at any time during the period of insurance the items or any part thereof entered in the Schedule and whilst at the premise(s) described in such Schedule shall suffer any unforeseen, sudden and accidental physical loss destruction or damage other than those specifically excluded in the General or Special Exclusions in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss destruction or damage as hereinafter provided by payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in respect of each of the items at any location specified in the Schedule the sum set opposite thereto (sum insured) and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

Special Exclusions to Section I :

1. The Insurers shall not be liable for loss destruction of or damage to

1.1 property in the course of construction or erection

1.2 property being worked upon and actually arising from the process of manufacture testing repairing cleaning restoring alteration renovation or servicing

1.3 property in transit by road, rail, air or water

1.4 licensed road vehicles, railway locomotives and rolling stock, watercraft, aircraft, spacecraft and the like

1.5 jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art

1.6 standing timber, growing crops, animals, birds, fish

1.7 land (including topsoil backfill drainage or culvert), driveways, pavements, roads, runways, railway lines, dams, reservoirs, surface water, underground water, canals, wells, cables, tunnels, bridges, docks, piers, wharves, mining property underground, offshore property

1.8 property in the possession of customers under Rental Agreements or Hire Purchase, Credit or other Suspensive Sale Agreements

1.9 property which at the time of the happening of loss destruction or damage is insured by or would but for the existence of this policy be insured by any marine policy or policies.

2. The Insurers shall not be liable for loss destruction of or damage to the property insured directly or indirectly caused by or arising out of or aggravated by:

2.1 delay, loss of market of other consequential or indirect loss or damage of any kind or description whatsoever

2.2 dishonesty, fraudulent act, trick, device or other false pretence

2.3 disappearance, unexplained or inventory shortage

2.4 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith, mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

2.5 all gradually operating causes, including but not limited to wear and tear, rust, corrosion, mildew, mould, fungus, wet or dry rot, gradual deterioration, latent defect, inherent vice, slowly developing deformation or distortion, insects larvae or vermin of any kind, microbes of any kind, unless sudden and unforeseen physical loss destruction or damage ensues, in which case Insurers' liability shall be limited to such ensuing loss damage or destruction

2.6 pollution or contamination, unless caused by 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

2.7 enforcement of any ordinance or law regulating the construction, repair or demolition of any Property Insured hereunder except as provided for in the Public Authorities Memorandum incorporated in this Section

2.8 shrinkage, evaporation, loss of weight, change in flavor, color, texture or finish, action of light

2.9 change in temperature or humidity, failure or inadequate operation of any air-conditioning cooling or heating system due to operating error. The burden of proof that no operating error occurred, shall be upon the Insured

3. The insurers shall not be liable for the costs

3.1 of rectifying defective materials, faulty workmanship or design

3.2 of normal upkeep, normal making good, maintenance

arising from false or unauthorized programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media and from loss of information caused by magnetic fields.

Special Conditions to Section I :

1. Sums Insured:

It is a requirement of this Insurance that the sums insured stated in the Schedule shall not be less than the cost of reinstatement as if such property were reinstated on the first day of the Period of Insurance which shall mean the cost of replacement of the insured items by new items in a condition equal to but not better or more extensive than its condition when new.

2. Basis of Loss Settlement:

In the event of any loss destruction or damage the indemnification under this section shall be calculated on the basis of the reinstatement or replacement of the property lost destroyed or damaged, subject to the following provisions:

2.1 Reinstatement or replacement shall mean:

(1) where property is lost or destroyed, the rebuilding of any buildings or the replacement of any other property by similar property, in either case in a condition equal to but not better or more extensive than its condition when new

(2) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

2.2 Special Provisions:

(1) The work of reinstatement (which may be carried out upon 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 and carried out with

reasonable despatch otherwise no payment beyond the amount which would have been payable under the policy if this special provisions had not been incorporated herein shall be made

(2) Where any property is lost destroyed or damaged 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 had been wholly destroyed

(3) If at the time of reinstatement the sum representing the cost which would have been incurred in the reinstatement if the whole property covered by such item had been destroyed exceeds the sum insured thereon at the commencement of any destruction of or damage then the Insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly

(4) Until the cost of reinstatement or replacement shall have been actually incurred the amount payable under each of the items shall be calculated on the basis of the actual cash value of such items immediately before the loss destruction or damage with due allowance for depreciation for age use and condition.

3. First Loss Insurance

3.1 The items mentioned hereinafter are covered on a First Loss Bases, subject to amounts per item entered in the Schedule

- Money and stamps
- Employees Pedal Cycles and other Personal Effects
- Documents, Manuscripts and Business Books: only the value of materials as stationery together with the cost of clerical labour expended in writing up and not the value of the information to the Insured.
- Computer Systems records: the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein), but not for the value of the information contained therein to the Insured.
- Patterns, Models, Moulds, Plans and Designs: an amount not exceeding the cost of the labour and materials expended in reinstatement.

3.2 Debris Removal

This policy covers the necessary expense for removal of debris of insured property from the described premises as a result of physical loss destruction or damage insured against under this policy.

The company's total liability for debris removal is limited to the amount entered in the schedule.

4. Capital Additions

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

- any newly acquired buildings, machinery and other equipment in so far as the same are not otherwise insured, and
- alterations, additions and improvements to buildings, machinery and other equipment

during the current period of insurance at any of the premises hereby insured, provided that:

(1) at any one location this increase shall not exceed 5% of the total sum insured on such item;

(2) the Insured advise the Insurers within three months of the particulars of any such capital additions and pay such additional premiums as the Insurers may require.

Section II - Business Interruption

The Insurers agree that if during the period of insurance the business carried on by the Insured at the premises specified in the Schedule is interrupted or interfered with in consequence of loss destruction or damage indemnifiable under Section I, then the Insurers shall indemnify the Insured for the amount of loss as hereinafter defined resulting from such interruption or interference provided that the liability of the Insurers in no case exceeds the total sum insured or such other sum as may hereinafter be substituted therefor by Endorsement signed by or on behalf of the Insurers.

Special Exclusions to Section II :

1. This Policy does not cover any loss resulting from interruption of or interference with the business directly or indirectly attributable to

1.1 any restrictions on reconstruction or operation imposed by any public authority

1.2 the Insured's lack of sufficient capital for timely restauration or replacement of property lost destroyed or damaged

1.3 loss of business due to causes such as suspension lapse or cancellation of a lease licence or order etc. which occurs after the date when the items lost destroyed or damaged are again in operating condition and the business could have been resumed,

if said lease licence or order etc. had not lapsed or had not been suspended or cancelled.

2. This Policy does not cover the deductible stated in the Schedule to be borne by the Insured. Basis of Insurance

The cover provided under this Section shall be limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity hereunder shall be

(a) in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the loss destruction or damage

(b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of loss destruction or damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of loss destruction or damage

provided that if the sum insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Definitions :

1. Gross Profit

The amount by which

- the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

2. Uninsured Working Expenses

The variable expenses of the business which are not insured by this policy:

turnover and purchase taxes

purchases (less discounts received)

carriage, packing and freight.

3. Turnover

The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the Premises.

4. Indemnity Period

The period beginning with the occurrence of loss destruction or damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof.

5. Rate of Gross Profit :

The Rate of Gross Profit earned on the turnover during the financial year immediately before the date of loss destruction or damage

Annual Turnover :

The Turnover during the twelve months immediately before the date of loss destruction or damage Standard Turnover :

The Turnover during that period in the twelve months immediately before the date of loss destruction or damage which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the Business either before or after loss destruction or damage or which would have affected the Business had the loss destruction or damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss destruction or damage would have been obtained during the relative period after the loss destruction or damage.

ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby

(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:

(a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
(2) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment

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

unless

(i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:

(a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
(b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.

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

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

on behalf of the Insurer.

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.
(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(1) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.
The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (BUSINESS INTERRUPTION) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be accidentally lost destroyed or damaged (such accidental loss destruction or damage being hereinafter termed damage) other than by an excluded cause at any time during the period of insurance stated in the schedule or of any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with

Then the Insurer will pay to the Insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that:

(a) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that
(1) payment shall have been made or liability admitted therefore or
(2) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

(b) the liability of the Insurer in any one period of insurance shall in no case exceed –
(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUDED CLAUSES

This policy does not cover loss resulting from

1. Damage caused by:
   (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
   (2) interruption or the water supply gas electricity or fuel systems or failure of the effluent disposal systems to or from the Premises

   unless Damage by a caused not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   (b) (1) collapse or cracking of buildings
   (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change of colour flavour texture or finish action of light vermin insects marring or scratching

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

   (c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
   (2) acts of fraud or dishonesty
   (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortages in supply or delivery of materials or shortage due to clerical or accounting error
   (4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
   (5) mechanical or electrical breakdown or derangement of machinery or equipment
   (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

   unless

   (1) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   (2) such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

   (d) (1) coastal or river erosion
   (2) subsidence ground heave or landslip
   (3) normal settlement or bedding down of new structures
   (4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
   (5) the freezing solidification or inadvertent escape of molten material

2. Damage to:

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

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

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

(a) whilst mounted in or on any machine or data processing apparatus or
(b) due to the presence of a magnetic flux

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

4. Damage to:

(a) fixed glass
(b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(c) electronic installations computers and data processing equipment
(d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft or aircraft spacecraft or the like
(e) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(f) plant machinery or equipment during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(g) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations or work being performed thereon

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

5. Damage to:

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

6. Damage caused by or arising from

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

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

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

In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

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

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

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

DEDUCTIBLES

This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.

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

明台產物商業火災綜合保險(〇〇股份有限公司) 0004M98006

General Condition

The following General Conditions shall apply to all Sections of this Policy unless specifically stated elsewhere in this Policy to the contrary.

1. Interpretation & Headings

Where any word or expression has been given a specific meaning in any part of this Policy, such word or expression shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

Where words other than the Insured or the Insurers have been used in the Policy to represent the party entitled to indemnity under this Policy and the party providing the indemnity, it is agreed that for the purpose of this Policy those words are deemed to have the same meaning as the Insured and the Insurers.

It is further agreed that:

(a) words importing persons shall include corporations and other legal entities;
(b) references in the singular shall be deemed to include the plural and vice versa; and
(c) words depicting any gender include reference to all other genders.

In the event of conflict of interpretation between the various clauses, provisions and terms contained in this Policy, the interpretation most beneficial to the Insured shall always prevail. Should any provision of this Policy be held invalid or unenforceable under applicable law, this Policy shall be deemed not to include that provision and the balance of this Policy will remain in full force and effect.

Headings have been included for ease of reference. It is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

2. Errors, Omissions & Misdescription

(巨&外 018)

The Insured shall not be prejudiced by any unintended and/or inadvertent:

(a) error, omission or misdescription of the risk, interest or Property Insured hereunder,
(b) incorrect declaration of values,
(c) delay in notifying Insurers of any circumstance or event giving rise to or likely to give rise to a claim hereunder,
(d) failure to advise the Insurers of any change of risk, interest or Property Insured hereunder,
(e) failure to advise the Insurers of any acquisition of risk, interest or property to be insured hereunder,
(f) failure to comply with any Statutory requirement.

3. Protection of Interest (Non Invalidation)

Where this Policy covers the interests of more than one party or property, any breach of a Policy Condition or warranty by one party or at one property will not prejudice in any way the rights of any other party or other properties whether or not at the same location or site.

Insurers may only refuse to pay that part of any Damage which can be directly attributed to the breach of Condition or warranty by the party or at the property where the breach occurred, but not to the extent that it affects other Insureds or other Property Insured under this Policy.

4. Other Insurance

(a). The Insured is permitted to have other insurance over any Limits or Sub-Limits of Liability specified elsewhere in this Policy without prejudice to this Policy. The existence of any such insurance will not reduce any Limit or Sub-Limit of Liability in this Policy. Any other insurance that would have provided primary coverage in the absence of this Policy will not be considered excess.
(b). The Insured is permitted to have other insurance for all, or any part, of any Deductible in this Policy. The existence of such other insurance will not prejudice recovery under this Policy. If the limits of liability of such other insurance are greater than this Policy's applicable Deductible, this Policy's insurance will apply only after such other insurance has been exhausted.
(c). In the event this Policy is deemed to contribute with other insurance, the limit of liability applicable at each location, for purposes of such contribution with other insurers, will be the latest amount described in this Policy or the latest location value on file with the Insurer.
(d). when this Policy includes property in more than one jurisdiction, separate policies underlying this Policy may be issued by the Leading Insurer in compliance with jurisdictional requirements. Such underlying policies will not be considered as additional insurance, but as complementary insurance only.

5. Precautions to prevent loss

The Insured shall take reasonable precautions in the selection of labour and in maintaining in efficient condition all plant and appliances used in connection with the Business or any of the Property Insured. The Insurers shall at all reasonable times have access by its representatives to examine any such plant and appliances.

The Insured shall also take and cause to be taken reasonable precautions to prevent Damage, business interruption or liability for which indemnity is provided hereunder.

6. Claims Procedure

Applicable to Section I

In the event of Damage recoverable hereunder, the Insured shall upon discovery of the Damage:

(a) give notice in writing thereof as soon as reasonably practicable to the Insurers (or to the loss adjusters appointed by the Insurers for that purpose) and, supply full particulars in the form reasonably required by the Insurers.
(b) at the expense of the Insurers, take all reasonable steps to protect the Property Insured from further Damage and to mitigate the actual or potential amount of the claim.
(c) take all reasonable steps, from the standpoint of the Insured, as soon as reasonably practical for the purpose of recovering any property lost and in the case of theft or willful Damage to discover the guilty person or persons.
(d) not in any case be entitled to abandon any property to the Insurers, whether taken possession of by the Insurers or not.
(e) if required by the Insurers, produce or give reasonable access to any property which has been Damaged.
(f) preserve the parts affected and make them available for inspection by representative or survey of the Insurers.

(g) inform the police authorities in case of loss or damage due to burglary.

Applicable to Section II

(a) The Insured shall use due diligence and do and concur in doing all things reasonably practicable from the Insured's commercial standpoint to minimise and/or establish the extent of any interruption of or interference with the Business or to avoid or diminish the loss recoverable under Section II of this Policy.

(b) The Insured shall produce and furnish to the Insurers such books of account and other business books, invoices, balance sheets, and other documents, proofs, information, explanations or other evidence as may be reasonably required by the Insurers for the purpose of investigating or verifying the claim, together with (if so required) a statutory declaration of the truth of the claim and of any matters connected therewith.

Applicable to All Sections

Unless specified elsewhere in this Policy to the contrary:

(a) The Insurers agree to settle claims without reference to or reduction for the existence of any other insurance in the interest of the Insured.

(b) Upon notification being give to the insurer under this condition, the Insured may carry out the repairs or replacement of any minor damage with amounts not exceeding US$250,000 in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

(c) If a representative of the Insurers does not carry out the inspection within 45 days of receipt of notification (unless this is not reasonably possible), the Insured is entitled to proceed with the repairs or replacement

7. Subrogation

Any corporation, organization or person claiming indemnity hereunder shall, where legally permitted and where payments for Damage under any primary insurance (where applicable) are not detrimentally affected, at the request and expense of the Insurers, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by the Insurers for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other corporation, organization or person, to which the Insurers are entitled upon the Insurers paying for or indemnifying the Insured in respect of any Damage or legal liability under this insurance.

Should the Insured sustain any Damage or incur any legal liability covered by this Policy which is not paid by Insurers:

(a) due to the application of the Deductibles; and/or
(b) where the amount(s) of the Damage or any judgment(s) or settlement(s) exceed the applicable Declared Value and/or Limit of Liability and/or Limit of Indemnity;

then, the Insured shall be entitled to the first call on the proceeds of all recoveries made by either the Insured or the Insurers, on account of such Damage or legal liability, until fully reimbursed for such uninsured amounts (less the actual costs of making such recoveries, where those costs are incurred by the Insurers). Any remaining amounts will be applied to the reimbursement of the Insurers.

The Insurers agree to waive any rights and remedies or relief to which they may become entitled by subrogation against:

(i) any corporation or organization, the majority of whose capital stock is owned or controlled by the Insured;
(ii) any corporation, organization or person which or who owns or controls the majority of the capital stock of any

corporation, organization or entity to which or to whom protection is afforded under this Policy; except that if such corporation, organization or person is protected from such loss by any other policy of indemnity or insurance, the Insurers' right of subrogation is not waived to the extent and up to the amount that such other policy will indemnify the loss.

(iii) any director, partner, proprietor or employee of the Insured, unless the conduct of such person which gave rise to a claim amounted to serious or willful misconduct.

(iv) any other corporation, organization or person with whom the Insured (prior to the happening of any Damage or any occurrence against which indemnity may be provided hereunder) shall have agreed to waive their rights to recovery in respect of Damage or legal liability which may be caused by such corporation, organization or person.

8. Cancellation

(a) Cancellation of the Policy by the Insured

This Policy may be cancelled and invoked by the Insured at any time before the occurrence of loss destruction or damage by the written notice from the Insured to the Insurers stating the reasons for the termination of the Policy.

Such return premium calculated at a pro-rata rate shall be paid to the Insured by the Insurers within 30 days after the termination of the Policy.

(b) Cancellation by the Insurers

This Policy may only be cancelled by the Insurers under the following circumstances:

(i) non payment of Premium by the Insured in accordance with the Premium payment Conditions.

(ii) following a merger or consolidation of the Insured with another organization or party in which the Insured is not the surviving or controlling entity.

(iii) insolvency, liquidation or voluntary or enforced receivership of the Insured.

(iv) willfully or by gross negligence failing to abide by the Insured's Duty of Disclosure either at the inception of the Policy or during its currency.

In the above circumstances, cancellation may be effected by the Insurers by sending written notice to the Insured at the address shown in the Policy Schedule or at the last known address of the Insured and any additional Insureds and Loss Payees (if any) indicated on any certificates of insurance or other documentation issued by the Insurers during the Period of Insurance, stating the circumstances under which notice is being given and stating a cancellation date that is not less than 60 (sixty) days from the date of such notice, unless the Insured and the Insurers mutually agree otherwise. In the event of such cancellation, the Insurers shall pay a pro rata return premium within 30 days.

Notwithstanding that the 60 (sixty) day cancellation notice period is reduced to 10 (ten) days with respect to sub-clause (b)(i) non payment of Premium and that cover is reinstated immediately upon receipt of the new (pro rata) Premium by the Insurers. Cancellation under either (a) or (b) above shall not affect coverage on any shipment in transit as at the day of cancellation. Coverage will continue in full force until such property is delivered and accepted at the place of final destination.

(c) Lapse

If the Insurers intend not to renew this Policy, they shall give 60 (sixty) days prior written notice of their intentions.

The mailing of notice as aforesaid under sub-clauses (a), (b) or (c) shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of such written notice either by the Insured or by the Insurers shall be equivalent to mailing.

This clause in its entirety shall not affect the rights of the Insurers to avoid a claim to the extent fraud has been undertaken by the Insured.

9. Fraud

To the extent any claim is fraudulent or if any fraudulent means or devices be used by the Insured, the Insurers without prejudice to any other rights the Insurers might have under this Policy shall be entitled to refuse to pay such claim in full or in part as circumstances permit.

10. Appraisal

In case the Insured and the Insurers shall fail to agree as to the amount of Damage or expense, the same may be ascertained by two competent and disinterested appraisers, the Insured and the Insurers each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately the cost to replace and/or replacement value, and, failing to agree, shall submit their differences to the umpire, and the award in writing of either two shall determine the amount of the loss; the parties thereto shall pay the appraisers respectively selected by them, and shall bear equally the expense of the appraisal and umpire.

11. Proper Law

Should any dispute arise regarding the interpretation or the application of this Policy the parties to this Policy agree that this Policy shall be subject to the law of the Republic of Korea

Each party agrees to submit to the jurisdiction of any court of competent jurisdiction nominated by the Insured and will comply with all requirements necessary to give the court jurisdiction. All matters arising under the Policy will be determined in accordance with the proper law of t0his Policy.

If required by the Insured, the Insurers must nominate a person within the jurisdiction who will be duly authorised to accept originating process on behalf of the Insurers.

It is further agreed that in any suit instituted against any one of the Insurers upon this Policy, all Insurers will abide by the final decision of such court or of any appellate court in the event of an appeal.

12. Fronting

Where local policies are issued they will be issued by LIG Insurance Network Partners and will be ceded into LGE Global Master Policy up to 100%. For countries with compulsory reinsurance restrictions and where a reinsurance cession is available, the maximum share of the respective local policy will be ceded as permitted in accordance with the applicable local laws and regulation.

13. Cut Through Clause

It is understood and agreed that if so required by the Insurer, the Reinsurer shall pay directly to the Insured that proportion of any claim due to the Insurer from the Reassured which represents the liability of the Reinsurer to the Reassured under the terms of this Policy, whereby the Reinsuring Underwriters can act independently. However, this clause is not applicable if it is against the local regulations or local insurer's underwriting guideline.

This clause is made by and between LIG Insurance Co., Ltd, global carrier and LIG Insurance Network Partners as Fronting carrier, for the benefit of LG Electronics Inc. (or the Insured). The Reinsurer and the Insurer agree as follows:

1. In the event the Insurer is declared insolvent and is unable to pay loss under the insurance policy cited, the Reinsurer will become liable to the Insured for its portion of such covered loss, and will make payment directly to the Insured, subject to the terms, limits, and conditions contained in the policy. The Reinsurer shall be subrogated to all rights of the Insured and the Insurer to the extent of such payment.

2. The Reinsurer will become liable to the Insured to the extent for any local fronting carrier retention portion for local exposure of the Insured in case that the above article can be applied.

14. Interests of Other Parties

The Insurers will indemnify, as though they were the named Insured, all parties interested in the Property Insured by this Section I by way of loan, mortgage, lease, hire purchase or other financial agreement automatically without notification or specification; the nature and extent of such interests to be disclosed in the event of Damage. The Insurers shall waive all rights of subrogation that may otherwise have existed against such parties.

At the option of the Insured:

(a) This Policy extends to indemnify any other party having a pecuniary or economic interest in the Property Insured. It is understood and agreed that the receipts of any such parties for claims settlements under this Policy in relation to their respective interests shall be a full and sufficient discharge to the Insurers;

(b) Where the insurance covers the interest of more than one party, any act or 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 or neglect whereby the risk of Damage has increased, give notice in writing to the Insurers and on demand pay such reasonable additional Premium as the Insurers may require.

(c) If at the time of Damage to any part of the Property Insured, the Insured has contracted to sell its interests in the Property Insured, but the sale has not been completed, the purchaser shall, at the option of the Insured, be deemed to have been included as an Insured in this Policy so far as it provides cover for Damage to the Property Insured which is the subject of the sale.

Provided that this clause (c) shall not apply to the extent other insurance cover will indemnify the loss.

15. Automatic Reinstatement

To the extent not already automatically covered by this Policy, and unless the Insured requests otherwise, the insurance under Sections I and II and/or each item of Sections I and II and the Indemnity Period applicable to Section II shall be automatically reinstated in their entirety with pro rata Additional Premium from the date of replacement for the remainder of the Period of Insurance, whatever the amounts paid by Insurers may be in respect of claims lodged or paid.

Provided that this Memorandum does not apply to Sub-Limits of Liability stated in the Schedule as being in the aggregate.

16. Automatic Extension to Period of Insurance

Insurers shall automatically extend the Period of Insurance under the Policy for 30 days if required by the Insured, subject to terms and Conditions to be agreed and additional Premium to be charged on pro-rata basis. The Insurers will not require more than a pro-rata additional Premium for the extension.

17. Acquired Companies

At the option of the Insured this Policy extends to include:

(a) property belonging to companies and other organizations purchased or otherwise acquired and over which the Insured acquired the capacity to directly or indirectly dominate decision making in relation to financial or operational policies or acquire managerial control or the responsibility to arrange Insurance during the Period of Insurance; and

(b) Damage to property which such companies or other organizations and entities are legally responsible or for which they have assumed responsibility to insure prior to the occurrence of any Damage; and

(c) Section II cover as a consequence of Damage insured under clauses (a) and (b);

subject to:

(i) the Insured declaring details of such acquisitions within the Period of Insurance and

(ii) acquisitions will be treated separately by applying the greater of either a minimum premium for the risk or the average pro rata premium rate of this Policy from the time of the inception of the risk

18. Automatic Coverage of any New Entity

This Policy extends to automatically cover any new entity established after the Policy inception subject to the Insured's notification to the Insurers within 120 days of establishment. It is understood that the time of premium calculation is to be at the time of actual operation of the new entities. If not reported within 120 days after the establishment, such new entity shall be considered as a Miscellaneous Unnamed Location. The new entity establishment date shall be considered as the entity operation date or the earliest effective date of warehouse contract. Furthermore, it is understood that premium shall be calculated with average rate of this Policy on a pro-rata basis from the time of establishment date. A minimum premium of USD 3,000.- will apply regardless of number of days to Policy expiration from the attachment date of the new entity. If however it is requirement that the local tariff be used, the minimum premium shall be based on the local tariff premium.

19. Reasonable Dispatch

If following Damage the Insured considers that resumption of its Business and/or the work of reinstating or replacing or repairing the Property Insured poses a threat to human life or safety and as a result the Insured delays commencement of all or part of the resumption and/or all or part of the work of reinstatement or replacement or repair, then Insurers will deem such delay as beyond the control of the Insured and that the Insured is acting with reasonable despatch and due diligence.

20. Contractual Agreements

Where in the ordinary course of Business the Insured enters into a contractual agreement with another party and such agreement provides in substance that the Insured shall indemnify and/or hold harmless and/or release from liability another party in respect of Damage which may occur as the result of any peril or eventuality insured against by Section I of this Policy, this Policy shall not be prejudiced by the Insured entering into such agreement, and such indemnity and/or hold harmless provision(s) and/or release from liability shall be equally binding upon the Insurers. In consequence all rights of subrogation against such party is hereby waived.

21. Hazardous Goods & Employees of Others

The storage of hazardous goods usual to trade and/or occupation is allowed, including inadvertent storage in excess of statutory or regulatory limits. It is further noted and allowed that workers not employed by the Insured are permitted within and around insured locations for the purpose of carrying out alterations, extensions, repairs and maintenance work. None of the aforesaid will prejudice the indemnity provided under this Policy.

22 Permits

Permission is hereby granted for any building(s) to be and remain vacant and unoccupied without limit of time and without prejudice to the Insured's right of recovery for any claim under this Policy.

23. Co-Insurance Deficiency and Currency Devaluation

This Policy covers the deficiency in the amount of loss payable under the Insured's locally admitted primary and/or underlying policy(ies), if any, and its/their renewals, solely as the result of:

(a) the application of a coinsurance (or Average) clause; or

(b) official Government devaluation of the currency in which the local policy is written,

for physical loss or damage of the type insured under such local policy(ies) to property of the type insured under this Policy and not otherwise excluded by this Policy.

The Insured agrees to adjust the Policy values as a result of such devaluation within 30 days after the date of the currency's devaluation.

There is no liability under the terms of this coverage if the Insured is unable to recover any loss under such local policy(ies), and its renewals, if such inability is the result of intentional under insurance by the Insured.

It is basic principle that local policy be issued by insured value in currency of US Dollar or EURO. However, if local law and regulation prohibits local insurer of issuing local admitted policy in such currency, the local policy must state the exchange rate of the value insured by local currency.

24. Difference in Conditions/Difference in Limits

Where a primary or other more specific policy is issued, and such other policy or policies, by virtue of their scope of cover, definitions, conditions, exclusions and/or limits of liability do not indemnify the Insured in whole or in part in respect of such Damage, costs and other exposures covered by this Policy; then this Policy subject to its terms and Conditions shall provide indemnity to the extent that such indemnity is not provided by the other policy or policies.

The amount of any claim paid under such other policy or policies will be deemed not to have been paid for the purpose of determining the Insurers Limit of Liability and Sub-Limits of Liability under this Policy.

Further, in reference to the respective policies' deductibles, where the amount recoverable under such other policy or policies is less than would have been recoverable had that insurance been arranged on the same terms and Basis of Settlement as this Policy, the Insurers of this Policy will indemnify the Insured for any differences.

The amount of any claim including the amount of any deductible paid under such other policy or policies will be taken into account for the purpose of determining the Insured's contribution to the Deductible under this Policy.

This Memoranda does not apply where the other policy or polices are intended to provide cover in excess of the Limits and/or Sub-Limits of Liability expressed in this Policy.

25. Reverse Difference in Conditions/Difference in Limits

Where a primary or other policy is issued, and such other policy or policies, by virtue of their scope of cover, definitions, conditions, exclusions and/or limits of liability indemnifies the Insured in whole or in part in respect of such Damage, costs and other exposures not covered by this Policy; then this Policy is extended to indemnify the Insured on the same basis as the primary or other policy or policies but only after the limits of liability of the primary or other policy have been exhausted.

The amount of any claim paid under such other policy or policies will be deemed not to have been paid for the purpose of determining the Insurers Limit of Liability and Sub-Limits of Liability under this Policy.

The amount of any claim including the amount of any deductible paid under such other policy or policies will be taken into account for the purpose of determining the Insured's contribution to the Deductible under this Policy.

26. Loss Adjusters

It is hereby understood and agreed that each Occurrence will be adjusted by adjuster appointed by the Insurers, unless otherwise agreed by the Insured and the Insurers.

27. Non Admitted Increased Tax Liability

This Policy covers the Non-Admitted Increased Tax Liability as described herein of the Insured for a loss covered under this Policy.

(a) If a loss recovery under this Policy cannot be paid in the country of its occurrence because of local law or otherwise, such loss is to be paid in the currency of this Policy in a country designated by the Insured where such payment is legally permissible. In the event of such a payment, the Insurers will pay in addition to the loss, the net amount required to offset local taxes on income with due consideration to any tax relief/credit that accrues because of such payment. The amount of such additional payment is to be calculated as follows:

Additional Payment = [a (1 - c) / (1- b)] –a

Where:

a = Loss otherwise payable under this Policy except for operation of this coverage, after due consideration for any applicable deductible(s).

b = The net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where loss payments are received.

c = The net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where the loss occurred.

(b) The formula herein will not apply if the calculation of additional payment results in an amount less than zero. The rates referred to herein will be the respective corporate income tax rates in effect on the date of the loss.

(c) The Insured will cooperate with the Insurers in making every reasonable effort to pay the loss or portion thereof locally in the country in which the loss occurred.

(d) The actual payment under this coverage will be adjusted and reduced by all appropriate tax credits and/or tax relief entitled and/or received by the Insured and/or the local entity where the loss occurred provided that an income tax liability is incurred.

28. Tax Treatment of Profits

This Policy is extended to cover the increased tax liability from an insured loss if the tax treatment of the profit portion of a claim payable under Section II is greater than the tax treatment of profits that would have been incurred had no loss occurred.

29. Currency For Loss Payment

Losses will be adjusted and paid in the currency of the United States of America, unless directed otherwise by the Insured. In the event of a loss adjustment involving currency conversion, the exchange selling rate will be calculated as follows:

A. As respects the calculation of Deductibles and Limits of Liability, the rate of exchange published in OANDA on the date of loss.

B. As respects Damage to Property Insured:

1. The cost to repair or replace Property Insured will be converted at the time the cost of repair or replacement is incurred based on the rate of exchange published in OANDA.
2. If such Property Insured is not replaced or repaired, the conversion will be based on the rate of exchange published in OANDA as of the date of loss.

C. As respects any Business Interruption loss the conversion will be based on the average of the rate of exchange published in OANDA on the date of loss and the rate of exchange published in OANDA on the last day of the Indemnity Period. If OANDA was not published on the stipulated date, the rate of exchange will be as published on the next business day.

30. Payment of Loss

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proof of loss by the Insurer or their appointed representative.

31. Progress Payments

All adjusted claims shall be due and payable within 30 days or as soon as reasonably possible after acceptance of proof of loss by the Insurers or their appointed representative. Insurers agree not to delay the indemnification of the Insured for an insured loss until the whole of such loss has been finally determined or until fully incurred by the Insured. Further any indemnity from the Insurers shall not be delayed pending the outcome of recourse efforts by the Insured (or by Insurers through subrogation) against others or pending the receipt of payment from reinsurers of the Insurers.

Progress payments will be made by Insurers immediately and to the extent sufficient details have been supplied by the Insured of amounts paid or payable in respect of claims that have been admitted by Insurers. However in respect of losses payable under Section I, where the Property Insured is subject to the Reinstatement or Replacement clause, and the Insured elects to replace the Damaged property, the Insured shall be entitled to receive the Indemnity Value of the Damaged property as soon as such value has been established by the Insured and in the event of expenditure or Reinstatement exceeding such amount, then the Insured shall be entitled to reimbursement of the excess on production of evidence of such expenditure.

32. Expiration

If this Policy should expire, be cancelled or otherwise terminated while an insured Occurrence is in progress, subject to all other terms and Conditions of this Policy, the Insurers are responsible for the payment of losses and other loss related monies as if the entire loss had occurred prior to the expiration of this Policy.

33. Liberalisation

If during the Period of Insurance any rules or regulations are revised by statute or other legal means so as to broaden the coverage provided by this Policy, such extended or broadened insurance will inure to the benefit of the Insured within such jurisdiction with effect from the date of the change.

34. Provisions Applicable to Specific Jurisdictions

A. If the provisions of this Policy conflict with the laws of any jurisdictions in which this Policy applies, and if certain provisions are required by law to be stated in this Policy, this Policy will be read so as to eliminate such conflict or deemed to include such provisions for locations of the Insured within such jurisdictions.

B. The Insurers will provide to the Insured copies of endorsements mandated for use by the laws of states in the United States of America. The endorsements may modify this Policy with respect to any insured property located in the state in which the endorsement applies.

C. For any insured property located in Greece, in the event of any loss payable, Stamp Duty will be deducted from any loss settlement.

D. For any insured property located in Norway, this Policy insures against loss or damage to insured property resulting from Natural Catastrophe perils as designated in the Act of Natural Perils of June 16th, 1989.

E. With respect to any insured property in South Africa, the following additional Conditions apply:

Notwithstanding anything contained herein to the contrary:

1. This Policy does not cover loss of or damage directly or indirectly to property caused by:
   a. civil commotion, labor disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above;

b. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

c. i. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or siege;

ii. insurrection, rebellion or revolution.

d. any act (whether on behalf of any organization, body or person, or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;

e. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;

f. any attempt to perform any act referred to in clause d or e above;

g. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause a, b, c, d, e or f above.

If the Insurers allege that by reason of clauses a, b, c, d, e, f, or g of this Condition, loss or damage is not covered by this Policy, the burden of proving the contrary will rest on the Insured.

2. This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.

F. In respect of any insured property in Spain and as applies to Physical Damage coverage only, this Policy does not insure against physical loss or damage caused by:

1. events separately insured by the Consorcio de Compensacion de Seguros, or events classified by the Public Authorities in Spain as an “extraordinary circumstance.”

2. all losses where, despite being of an extraordinary and catastrophic nature, the Consorcio de Compensacion de Seguros does not acknowledge the rights of the Insured on account of the Insured’s failure to comply with any of the conditions and stipulations contained in the Reglamento y Disposiciones Complementaras in force at the time of the occurrence as well as those occurring within the payment free period specified by the aforementioned authority. The Consorcio de Compensacion de Seguros will indemnify claims of an extraordinary nature, within the terms of the various laws and/or Royal Decrees and/or Regulations of Spain which govern Consorcio de Seguros.

G. United Kingdom Terrorism Exclusion; Notwithstanding anything contained in this Policy to the contrary, there is no coverage for loss or damage caused by or resulting from the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Fire or explosion resulting from or caused by an act of terrorism to property of the Insured located in the United Kingdom.

For the purposes of this Condition:

1. Terrorism will mean any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government (de jure or de facto) by force or violence.

2. In any action, suit or other proceedings where the Insurers allege that by reason of this definition any physical loss or damage is not covered by this Policy the burden of proving that such physical loss or damage is covered will be upon the Insured.

3. United Kingdom means England, Wales or Scotland, but not the territorial seas adjacent thereto as defined by the Territorial Sea Act of 1987.

35. Priority of Payments

Notwithstanding anything contained in this Policy to the contrary, to the extent this Policy:

(a) acts as a primary policy, any loss occurring where the amount of the loss payable exceeds the Limit of Liability under this Policy, the Insurers shall first pay for such loss or Damage caused by perils or circumstances that are not insured by any excess policy.

(b) acts as an excess policy, any loss occurring where the amount of the loss payable exceeds the limit of liability under any underlying policies, irrespective of the actual basis of the loss settlement, the insurers of the underlying policies

shall be deemed to have first paid that part of the loss or Damage caused by perils or circumstances that are not insured by this Policy.

36. Policy Issuance in Different Languages

Unless the local law dictates otherwise, in the event that this Policy is issued in more than one language, and English is one of those languages, the cover provided and interpretation of the English version will prevail over all other language versions.

37. Bankruptcy and Insolvency

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 hereunder because of such bankruptcy or insolvency.

38. Definitions Applicable to this Policy

For the purpose of ascertaining the classification under which any property is insured, the Insurers agree to accept the designation assigned to such property by the Insured, The following terms shall bear the meanings ascribed to them hereunder.

(a) Property Insured

All real and personal property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any Damage, including all such property in which the Insured may acquire an insurable, pecuniary or economic interest or for Damage to which the Insured becomes responsible or assumes responsibility to insure during the Period of Insurance. Such property includes but is not limited to telephone, gas, water and electric instruments, meters, piping, cabling, lines, towers, poles and the like and accessories thereof in and around buildings owned or occupied by the Insured including similar property in adjoining yards or roadways or underground and within a 300 meters of the boundaries of the Insured Premises (pertaining to Property Insured), the property of the Insured or of suppliers or others and for which the Insured is responsible.

In respect of new and additional property, coverage hereunder will attach from the date on which an interest in the property is first acquired.

Property in course of construction or erection, including dismantling, modification or undergoing testing or commissioning. Mechanical performance testing is also covered to the extent provided under the Minor Works Memorandum.

(b) Premises

As defined in the Schedule under the heading ‘Situation and/or Premises’.

(c) Schedule

Means that part of this Policy incorporated under the heading of Schedule or any later Schedule issued on renewal or variation or by way of Endorsement.

(d) Policy

Means this document, including the Schedule and any Endorsements attaching hereto.

(e) Indemnity Value

Means the value attributable to the cost to replace or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition at the time that the Damage occurred taking into consideration age, condition and remaining useful life.

(f) Declared Value

Means the values relative to the indemnity provided under this Policy supplied by the Insured which apply from the inception of the Period of Insurance and which forms one of the measures for the calculation of the Premium.

(g) Occurrence

An occurrence shall mean a loss or series of losses arising out of one event occurring during the Period of Insurance of this Policy.

As respects theft, the term Occurrence means the sum total of all losses resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this Policy.

(h) Flood

Flood; rising waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray there from, surface waters or sewer back-up resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other

sequence of loss. However, physical damage by fire, explosion or sprinkler leakage resulting from Flood is not considered to be loss by Flood within the terms and conditions of this Policy. All Flood within a continuous 72 hour period will be considered a single Flood.

(i) Earthquake

Means shock damage resulting directly from seismic activity excluding subsequent damage resulting therefrom.

(j) Natural Perils

Means typhoon, hurricane, cyclone and tornado. For the purpose of determining the appropriate Policy Sub-Limit and Deductible, typhoon, hurricane, cyclone and tornado shall be deemed to be a Natural Peril only if the wind intensity sustained exceeds 64 knots or 119 kph as defined in the Beaufort Scale.

39. Waiver of Subrogation

For the purpose of ascertaining the classification under which any property is insured, the Insurers agree to accept the designation assigned to such property by the Insured, The following terms shall bear the meanings ascribed to them hereunder.

(a) The insurer shall not exercise subrogation rights against the insured's subsidiaries, subsidiary's contractors and its sub-contractors, affiliated companies (LG Group Companies), contractors and sub-contractors of LGE. However, this clause does not apply any loss, destruction or damage occasioned by or through or in consequence of or contributed to, directly or indirectly, by willful act or willful negligence of the insured's contractors.

(b) The insurer shall not exercise subrogation rights against the inland transporter related with loss to or damage of the property insured during Transit Covered in below Special Extensions & Provisions Applicable to Section **I ,II**.

40. 72 Hours

It is agreed that any loss of or damage to the property insured during any one period of 72 hours at any one location caused by storm, tempest, flood or earthquake shock shall be deemed a single event and therefore shall constitute one occurrence with regard to the amounts insured and the Deductibles provided in this Policy. The Insured shall elect the time from which any such period shall commence, but no two periods shall overlap.

明台產物商業火災綜合保險(○○有限公司) 0004M98007

Commercial / Industrial All Risks Policy

IN CONSIDERATION of the Insured named in the Schedule hereto paying to MSIG Insurance (Hong Kong) Limited (hereinafter called 'the Company') the first premium shown in the Schedule

THE COMPANY HEREBY AGREES that if during the period of insurance specified in the Schedule or during any subsequent period for which the Company shall agree to accept the premium required for renewal of this Policy, there shall happen any ACCIDENTAL PHYSICAL LOSS OR DAMAGE, except as is hereinafter excluded, to the property insured as described in the Schedule, at the situations specified in the Schedule, the Company will subject to the General Conditions applicable to this Policy by payment or, at its option, reinstatement or repair, indemnify the Insured in the manner and to the extent stated herein.

The liability of the Company shall not exceed:
(i) the respective sum stated in the Schedule in respect of each item of the property insured,
(ii) any limit of liability shown in the Schedule,
(iii) if any other damage shall have occurred during the same period of insurance, the sum insured remaining after payment for such damage unless the Company shall have agreed to reinstate any such sum insured,
or such other sum or sums as may be substituted by memorandum hereon or attached hereto signed by or on behalf of the Company

(巨&外 019)

The Proposal and associated statements shall be the basis of the Contract and shall be read together with this Policy and attachments as one contract.

EXCLUSIONS

(A) CONTINGENCIES EXCLUDED

This Policy does not insure: -

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

(ii) cessation of work, delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever.

(2) explosion rupture bursting cracking bulging or leaking of steam boilers, steam turbines or steam engines.

(3) defective or faulty materials, failure of design or fault, defect or omission in design plan or specification. Notwithstanding (1) above this exclusion shall not extend to other property lost or damaged in consequence of the failure of design or fault, defect or omission in design plan or specification.

(4) loss of or damage to property which is actually being worked upon and directly resulting from manufacture, testing, repair, cleaning, restoring, alteration, erecting or servicing.

(5) breakdown and/or mechanical malfunction of machinery.

(6) loss or damage to electrical equipment, devices, fixtures or wiring caused by artificially generated electrical current.

(7) loss or damage caused by or resulting from: -

(i) normal maintenance, gradual deterioration, wear, tear, rust, corrosion, slowly developing deformation or distortion of any plant or machinery; flaws; latent defect; change in temperature or humidity, moth, vermin, termites, other insects or inherent vice; failure or inadequate operation (or any variation in temperature) of any air conditioning, cooling or heating systems.

(ii) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light.
(iii)exposure to weather conditions where the insured property (not including buildings) is left in the open and not contained in fully enclosed buildings.

(8) any loss resulting from:-

(i) any unexplained disappearance of any of the property insured or shortages revealed at any stock-taking or shortages due to clerical or accounting errors;

(ii) any fraudulent scheme, trick, device or false pretence practised upon the Insured, or upon any person(s) having care of the insured property at such time;

(iii)infidelity or dishonesty on the part of the Insured or any of the employees of the Insured.

(9) (i) loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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:

(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

(b) any act of terrorism including but not limited to

- the use or threat of force, violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

(ii) loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

(a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(d) 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

(e) any chemical, biological, bio-chemical, or electromagnetic weapon.

(iii) loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

(a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority

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

provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

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

(iv) loss or damage directly or indirectly caused by or arising from volcanic eruption, tidal wave, subsidence, landslip, erosion, settling or cracking in structures resulting from earth movements; shrinkage or expansion of foundations, walls, floors or ceilings.

(v) loss or damage directly or indirectly caused by or arising from fumes or failure of the water, gas, electricity or fuel supplies to the situations specified, but this exclusion does not apply to fire or explosion caused by fumes or the failure of the water, gas, electricity or fuel supplies.

(vi) the freezing solidification or inadvertent escape of molten material.

If the Company alleges that by reason of the exclusions mentioned above, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

(10) Cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

(11) (i) DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking

(ii) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

(B) PROPERTY EXCLUDED

This Policy does not insure:

(1) property during the course of construction or while undergoing testing prior to commissioning.

(2) cash, cheques, postal notes, money orders, stamps, promissory notes, credit card vouchers, bills of exchange, jewellery, precious stones, furs, precious metals or bullion, curiosities or works of art.

(3) motor vehicle, and other mechanical or electrically propelled vehicles and accessories, railway locomotives and rolling stock, watercraft or aircraft, and/or property contained in any of the foregoing.

(4) standing timber, growing crops, livestock, dams, reservoirs, canals, tunnels, bridges, docks, piers or wharves, unless specified in the Schedule; mining property located beneath the surface of the ground, any land including topsoil, backfill drainage or culverts.

(5) damage to property which at the time of the happening of such damage is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

GENERAL CONDITIONS APPLICABLE TO THIS POLICY

(1) ALTERATION OF RISK

Under any of the following circumstances the insurance provided by this Policy ceases as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy: -

(a) If the nature of the occupation of or other circumstances affecting the insured property be changed in such a way as to increase the risk of loss or damage.

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

(c) If the interest in the property insured passes from the Insured otherwise than by operation of law.

(2) CANCELLATION

This Policy may be cancelled by the Insured as to the whole or part of the property insured at any time by notice in writing delivered to the Company in which case the Company shall be entitled to retain pro-rata premium for the time during which the Policy has been in force plus 10% of the premium for the unexpired period.

The Company may at any time by giving written notice to the Insured cancel this Policy as to the whole or part of the property insured. Notice of cancellation may be delivered personally or posted by registered letter to the last known address of the Insured and the cancellation of the Policy or part thereof shall be effective as from the 7th day after posting or personal delivery of such notice by the Company.

After cancellation by the Company as aforesaid the Company will on application, refund to the Insured an appropriate pro-rata proportion of the premium for the unexpired period subject to any adjustment of premium as may be required by the terms of conditions of this Policy.

(3) CLAIMS PROCEDURE

(a) Upon the occurrence of any loss of or damage to the property insured or any event likely to give rise to a claim under this Policy, the Insured shall at his own expense:-

(i) take prompt steps to minimise the loss or damage to the property and also reasonable steps to protect it from further loss

(ii) immediately notify the Company and if the property is lost or if theft or malicious damage is suspected inform the Police

(iii) within thirty days submit in writing full particulars of any claim

(iv) give the Company all such proofs and information with respect to the claim as may be reasonably required

(v) do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or be required before or after indemnification by the Company.

(b) The Company by its agents or servants shall be entitled to:-

(i) enter into or upon any land or building where the loss destruction or damage has occurred and take and keep possession of the property damaged

(ii) deal with the salvage in any reasonable manner provided that under no circumstances can the Insured abandon any property to the Company.

(4) CONTRIBUTION/OTHER INSURANCES

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

In all cases where there is any other existing insurance or insurances, effected by the Insured or by any other person or persons, covering any of the property hereby insured, either exclusively or together with any other property and such other insurance is subject to average then the insurance on such property under this Policy shall also be subject to average in like manner.

(5) AVERAGE CLAUSE

It is declared that if the property insured shall at the time loss or damage occurs be collectively of greater value than the sum insured hereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

(6) DILIGENCE

In respect of premises under the control of the Insured: -

(a) If any of them have an automatic fire protection sprinkler system or automatic fire detection system and/or portable fire appliances installed, it is warranted by the Insured that the systems and/or portable fire appliances shall at all times be maintained in good working order.

(b) No Dangerous Goods shall at any time be stored, used or kept in the premises unless in accordance with any legislative or other provisions relating to the storage, use or keeping thereof for the time being in force.

Breaches of warranties (a) or (b) shall only invalidate claims in respect of fire to the property insured whilst contained in the premises at which the breach of warranty has occurred.

(c) All security protection is to be maintained in efficient working order and any burglar alarm installed is to be tested and set each time the premises are closed for business.

(d) Whenever the premises are closed for business, the key or keys of any safe shall be removed from the premises.

Breaches of warranties (c) or (d) shall only invalidate claims in respect of theft of the property insured whilst contained in the premises at which the breach of warranty has occurred.

(7) PROPOSAL

The due observance and fulfilment of the terms and conditions of this Policy and any endorsements thereon by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in any proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

(8) ARBITRATION CLAUSE

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

MEMORANDA

No. 1 - DEDUCTIBLE

Each loss or series of losses arising out of a single event at any situation shall be adjusted separately, net of salvage, subrogation recoveries, or other recoveries, and from the amount of each adjusted loss, the deductible or excess stated in the Schedule shall be deducted.

Any loss of or damage to the property insured arising during any one period of 48 consecutive hours arising out of any one cause shall be deemed as a single event and therefore to constitute one loss for the purposes of this clause.

No. 2 - BASIS OF SETTLEMENT OF LOSSES

The basis of settlement shall be the indemnity value of the property at the time any loss or damage occurs. Indemnity value shall mean the actual value at the time such loss or damage occurs but not exceeding the relative amount shown in the Schedule.

ADDITIONAL ENDORSEMENTS ANNEXED TO POLICY

1. LEGAL REQUIREMENTS WARRANTY

Warranted that the Insured shall duly comply with and observe all provisions requirements and regulations of (I) Fire Services Department and/or (II) Labour Department and/or (III) Dangerous Goods Ordinance and/or (IV) Factories and Industrial Undertaking Ordinance and/or (V) Public Health and Urban Services Ordinance (VI) Any other Statutory Obligation including any notice given or requirements made pursuant to the same the breach and/or disregard of which or any part of which may materially affect or increase the risk hereby insured except only that this warranty shall not apply in respect of any ordinance, provision, requirement, regulation or notice expressly waived by the Company by endorsement on this Policy.

2. OTHER INTERESTS

It is hereby agreed and declared that in accordance with the provisions of the relevant encumbrances in respect of the property insured by the within Policy, the Policy will indemnify the parties named herein for their respective rights and interests in the property insured by the particular items in the Policy Schedule as indicated.

Business Interruption Insurance Policy

IN CONSIDERATION of the Insured named in the Schedule hereto paying to the Company named above the Premium mentioned in the Schedule

THE COMPANY AGREES (subject to the definitions terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder) that if after payment of the premium any property used by the Insured at the Premises for the purposes of the Business be lost destroyed or damaged by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any Extra Perils specified in the Schedule (such loss or destruction or damage hereinafter referred to as 'Damage') at any time during the Period of Insurance (or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy) and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with, the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference

PROVIDED THAT

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that
   (a) Payment shall have been made or liability admitted therefor, or

   (b) Payment would have been made or liability admitted therefor but for the operation of a provision in such insurance excluding liability for losses below a specified amount.

2. the liability of the Company under this Policy shall not exceed
   (a) in the whole the Total Sum Insured or in respect of any item its Sum Insured at the time of the Damage.

   (b) the Sum Insured remaining after payment for any other interruption or interference consequent upon Damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured.

EXCEPTIONS

1. Unless specifically mentioned as insured, this Policy does not cover Damage occasioned by or contributed to by, directly or indirectly, any of the following:

   (a) fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
   (b) the property's own spontaneous fermentation or heating;
   (c) the property undergoing any process involving the application of heat;
   (d) burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
   (e) the burning of property by order of any public authority;
   (f) riot, strikers or locked-out workers;
   (g) mutiny, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
   (h) theft during or after the occurrence of a fire;
   (i) explosion other than of boilers or gas used for domestic purposes only.

2. This Policy does not cover :

   (a) death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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:

      (i) 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

      (ii) any act of terrorism including but not limited to

         a. the use or threat of force, violence and/or
         b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

      by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

      (iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

   (b) loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

      (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

      (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

      (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

      (iv) 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

      (v) any chemical, biological, bio-chemical, or electromagnetic weapon

   (c) loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

(i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority

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

Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

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

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

3. This Policy does not cover :

(i) DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking

(ii) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

DEFINITIONS

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism
Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.
Hacking
Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

4. This policy does not cover cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

CONDITIONS

1. Identification
This Policy, the Schedule and the Specification (which form an integral part of the Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

2. Misrepresentation
This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured.

3. Alterations
This Policy shall cease if after the commencement of this insurance:

(a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued, or

(b) the interest of the Insured ceases other than by death, or

(c) any alteration is made either in the Business or in the Premises or property contained therein whereby the risk of Damage is increased unless admitted by the Company in writing.

4. Cancellation
This Policy may be cancelled at any time:

(a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force;

(b) by the Company on 7 days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date

of the cancellation.

5. Claims (Action by the Insured)

(a) In the event of any Damage in consequence of which a claim is or may be made under this Policy the Insured shall immediately
- (i) notify the Company;
- (ii) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or stop any interruption of or interference with the Business or to avoid or diminish the loss.

(b) In the event of a claim being made under this Policy the Insured at his own expense shall
- (i) within 30 days after the expiry of the Indemnity Period or such further time as the Company may in writing allow, deliver to the Company in writing particulars of his claim together with particulars of all other insurances if any;
- (ii) deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may be reasonably required by the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

6. Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

(a) if any claim made be in any respect fraudulent;

(b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;

(c) if any Damage is caused by the wilful act or with the connivance of the Insured;

(d) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;

(e) in respect of any claim made and rejected if an action or suit be not commenced within twelve months after such rejection;

(f) in respect of any claim where arbitration takes place pursuant to Condition 9 of this Policy and an action or suit be not commenced within twelve months after the making of an arbitration award;

(g) in respect of any claim after the expiration of
- (i) twelve months from the end of the Indemnity Period, or if later
- (ii) three months from the date on which payment shall have been made or liability admitted by the Insurer or Insurers covering the Damage to the property at the Premises, unless such claim is the subject of pending legal action or arbitration.

7. Contribution

If at the time of any Damage resulting in a loss under this Policy, there be any other insurance effected by or on behalf of the Insured covering such loss or part of it, the liability of the Company hereunder shall be limited to its rateable proportion of such loss.

8. Subrogation

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

9. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right or action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

GROSS PROFIT SPECIFICATION (DIFFERENCE BASIS)

THE INDEMNITY

The insurance under Item 1 is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be

(a) IN RESPECT OF REDUCTION IN TURNOVER
The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover

(b) IN RESPECT OF INCREASE IN COST OF WORKING
The additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business as paid out of Gross Profit as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months), the amount payable shall be proportionately reduced.

DEFINITIONS

GROSS PROFIT - The amount by which
(1) the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed
(2) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

NOTE:(1) The amount of the Opening and Closing Stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provisions being made for depreciation.
(2) The words and expressions used in the Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

TURNOVER - The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

UNINSURED WORKING EXPENSES - As detailed in the Schedule.

INDEMNITY PERIOD - The Period beginning with the occurrence of the Damage and ending not later than as specified in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

明台產物商業火災綜合保險(○○股份有限公司) 0004M97028

ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy.

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUSIONS

A. EXCLUDED CAUSES

(巨&外 020)

This policy does not cover
1. Damage to the property insured caused by:
(a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
(2) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment
(6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

unless

(i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:
(a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
(b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:
(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

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

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

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:
1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations

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

(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.
Warranted that during the currency of the policy the Insured shall not effect insurance in
respect of the amounts of the deductibles stated in the schedule.

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each

case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.
(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(1) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may
(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

If the Insurer so elects to repair or replace any property the Insured shall, at his own expense, furnish the Insurer with such plans, specifications, measurements, quantities and such other particulars as the Insurer may require, and no acts done, or caused to be done by the Insurer with a view to repair or replacement shall be deemed an election by the Insurer to repair or replace.
If in any case the Insurer shall be unable to repair or replace the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Insurer shall, in every such case, only be liable to pay such sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (BUSINESS INTERRUPTION) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be accidentally lost destroyed or damaged (such accidental loss destruction or damage being hereinafter termed damage) other than by an excluded cause at any time during the period of insurance stated in the schedule or of any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with

Then the Insurer will pay to the Insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that:

(a) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that

(1) payment shall have been made or liability admitted therefore or
(2) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

(b) the liability of the Insurer in any one period of insurance shall in no case exceed –
(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUDED CLAUSES
This policy does not cover loss resulting from

1. Damage caused by:

(a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
(2) interruption or the water supply gas electricity or fuel systems or failure of the effluent disposal systems to or from the Premises

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change of colour flavour texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortages in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment
(6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

unless

(1) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(2) such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage to:
   (a) property as a result of its undergoing any process
   (b) property in transit other than within the premises specified in the Schedule

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

   (a) whilst mounted in or on any machine or data processing apparatus or
   (b) due to the presence of a magnetic flux

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

4. Damage to:
   (a) fixed glass
   (b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
   (c) electronic installations computers and data processing equipment
   (d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft or aircraft spacecraft or the like
   (e) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
   (f) plant machinery or equipment during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
   (g) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations or work being performed thereon

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

5. Damage to:
   (a) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
   (b) livestock growing crops or trees

6. Damage caused by or arising from
   (a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf
   (b) cessation of work

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

   (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
   (b) mutiny civil commotion assuming the proportions or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
   (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

   (d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
   (2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

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

   In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

8. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
   (a) nuclear weapons material
   (b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 8(b) combustion shall include any self-sustaining process of nuclear fission

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

DEDUCTIBLES
This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.

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

schedule.**CONDITIONS**

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2 MISDESCRIPTION

If there be any material misdescription of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to pay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation

4. FORFEITURE

All benefit under this Policy shall be forfeited

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit is not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the references and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority of powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon the Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATION

The Insurance by this Policy shall cease if

(a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or

(b) the Insured's interest cease otherwise than by death, or

(c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased

at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. CLAIMS

On the happening of any damage in consequence of which a claim is or may be under this Policy, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claims under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

10. TIME LIMIT

In no case whatever shall the Insurer be liable in respect of any claim under this Policy after the expiration of

(a) one year from the end of the Indemnity Period

or, if later

(b) three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

11. REASONABLE PRECAUTIONS

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

(巨&外 027)

明台產物商業火災綜合保險(○○股份有限公司) 0004M97033

ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time before 12 o'clock in the afternoon of the last day of the period of insurance or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy.

the Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

i) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
ii) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by;

(a)

i) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
ii) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing damage.

(b)

i) collapse or cracking of buildings
ii) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in color flavor texture or finish action of light vermin insects marring or scratching unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(c)

i) theft except from a building and then only if there is violent or forcible entry to or exit from such building
ii) acts of fraud or dishonesty
iii) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
iv) cracking fracturing collapse or overheating of boilers economizers vessels tubes or pipes nipple leakage or the failure of welds of boilers
v) mechanical or electrical breakdown or derangement of machinery or equipment
vi) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

Unless

(I) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(II) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (i) coastal or river erosion
(ii) subsidence ground heave or landslip
(iii) normal settlement or bedding down of new structures
(iv) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:-
(a) any willful act or willful negligence on the part of the Insured or any person acting on his behalf
(b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

3. Damage occasioned directly or indirectly by or through or inconsequence of any of the following occurrences, namely:-
(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. This Exclusion A3 (c) shall not apply to Damage by Fire
For the purpose of this Exclusion A3 (c) "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear
(d) (i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Insurers are not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy
(e) the destruction of property by order of any public authority
(f) Cyber Risks including
i) loss, corruption or destruction of data, coding program or software and/or,
ii) unavailability data and malfunction of hardware, software and embedded chips and/or,
iii) business interruption losses resulting there from
unless they are the direct consequence of an otherwise insured physical damage.

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

4. Damage directly or indirectly caused by or arising from or inconsequence of or contributed to by:
(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion A4(b) combustion shall include any self-sustaining process of nuclear fission.

B.EXCLUDED PROPERTY
This Policy does not cover:
1.
(a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and date processing equipment but this shall not exclude Damage (not otherwise excluded) caused by fire lightning explosion aircraft riot strikers locked-out workers persons taking part in labour disturbances malicious persons impact by any road vehicle or animals earthquake windstorm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes.

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

3.
(a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resiting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded unsues and then the Insurer will be liable only for such ensuing loss
(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

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

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.

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

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdiscription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurances refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdiscription, misrepresentation or mission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No. 7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building

or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(i) take steps to minimize the loss or damage and recover any missing property
(ii) give notice in writing to the Insurer and
(iii) give notice to the police if the event be theft or suspected theft or willful or malicious damage

(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(i) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage
(ii) particulars of all other insurances if any.
The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonable required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may
(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.
If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.
The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

The Insurer may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the insurer shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Insurer be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured thereon.
If the Insurer so elects to repair or replace any property the Insured shall, at his own expense, furnish the Insurer with such plans, specifications, measurements, quantities and such other particulars as the Insurer may require, and no acts done, or caused to be done by the Insurer with a view to repair or replacement shall be deemed an election by the Insurer to repair or replace.
If in any case the Insurer shall be unable to repair or replace the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Insurer shall, in every such case, only be liable to pay such sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (BUSINESS INTERRUPTION) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be accidentally lost destroyed or damaged (such accidental loss destruction or damage being hereinafter termed damage) other than by an excluded cause at any time during the period of insurance stated in the schedule or of any subsequent

period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with

then the Insurer will pay to the Insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

provided that

(a) at the time of the happening of the Damage there shall b e in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that
  (1) payment shall have been made or liability admitted therefore
  or
  (2) payment would have been made or liability would have been admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

(b) the liability of the Insurer in any one period of insurance shall in no case exceed
  (1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
  (2) any limit of liability shown in the scheduler such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUDED CAUSES

This policy does not cover loss resulting from
1. Damage caused by :
(a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
  (2) interruption or the water supply gas electricity or fuel systems or failure of the effluent disposal systems to or from the Premises unless Damage by a caused not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
b) (1) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change of color flavor texture or finish action of light vermin insects marring or scratching unless such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy
(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
  (2) acts of fraud or dishonesty
  (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortages in supply or delivery of materials or shortage due to clerical or accounting error
  (4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
  (5) mechanical or electrical breakdown or derangement of machinery or equipment
  (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

  unless

  (1) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
  (2) such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy
(d) (1) coastal or river erosion
  (2) subsidence ground heave or landslip
  (3) normal settlement or bedding down of new structures
  (4) the freezing solidification or inadvertent escape of molten material
2. Damage to:
  (a) property as a result of its undergoing any process
  (b) property in transit other than within the premises specified in the Schedule

3. Damage resulting from :
  (a) deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software.
  (b) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from fire lighting explosion aircraft impact by any road vehicle or animals earthquake hurricane windstorm flood bursting overflowing discharging or leaking of water tanks apparatus pipes insofar as it is not otherwise excluded.
  unless caused by Damage to the machine or apparatus in which the records are mounted.
4. Damage to:
  (a) fixed glass
  (b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
  (c) electronic installations computers and data processing equipment
  (d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft or aircraft spacecraft or the like
  (e) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
  (f) plant machinery or equipment during installation removal or resisting (including dismantling and re-erection) if directly attributable to such operations
  (g) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations or work being performed thereon
  but this shall not exclude Damage (not otherwise excluded) caused by fire lightning explosion aircraft riot strikers locked-out workers persons taking part in labor disturbances malicious persons impact by any road vehicle or animals earthquake hurricane windstorm

flood bursting overflowing discharging or leaking of water tanks apparatus or pipes

5. Damage to:
   (a) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
   (b) livestock growing crops or trees

6. Damage caused by or arising from
   (a) any willful act or wilful negligence on the part of the Insured or any person acting on his behalf
   (b) cessation of work

7. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely
   (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
   (b) mutiny civil commotion assuming the proportions or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
   (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.
   This Exclusion 7(c) shall not apply to Damage by fire for the purpose of Exclusion 7(c) above, "terrorism" means the use of violence for political ends includes any use of violence for the purpose of putting the public or any section of the public in fear
   (d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
   (2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person
   Provided that the Insurers are not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by this policy
   (e) the destruction of property by order of any public authority
   In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

8. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
   (a) nuclear weapons material
   (b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 8(b) combustion shall include any self-sustaining process of nuclear fission

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

DEDUCTIBLES

This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.

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

CONDITIONS

1. IDENTIFICATION
   This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION
   If there be any material misdescription of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy.

3. CANCELLATION
   This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to pay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE
   All benefit under this Policy shall be forfeited
   (a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy
   or
   (b) if any claim be made and rejected and an action or suit is not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION
   Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and

things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the references and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority of powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon the Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATION

The Insurance by this Policy shall cease if

(a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or

(b) the Insured's interest cease otherwise than by death, or

(c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. PROPERTY DAMAGE RATE OF PREMIUM

Notice shall be given to the Insurers and if required an additional premium paid if the rate of premium payable in respect of the insurance covering the interest of the Insured in the property at the premises against Damage shall be increased.

10. CLAIMS

On the happening of any damage in consequence of which a claim is or may be under this Policy, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting there from.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claims under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

11. TIME LIMIT

In no case whatever shall the Insurer be liable in respect of any claim under this Policy after the expiration of

(a) one year from the end of the Indemnity Period or, if later

(b) three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

12. REASONABLE PRECAUTIONS

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

EXTENSION CLAUSE

VALUE REPORTING & PREMIUM ADJUSTMENT CLAUSE

The insured agreed to supply to the Company within a reasonable time after each monthly period a statement showing the values of the property insured under this Policy. At the expiration of this Policy, the premium shall be adjusted on the basis of the average values at risk as determined from the said statements. If the earned premium so determined be smaller than the premium paid, the Company shall refund the difference, but the actual premium earned by the Company shall by no mean less than 50% of annual premium.

REPLACEMENT COST CLAUSE

Loss, if any, shall be adjusted as following;

A. The provisions of this policy applicable to the property described as covered on a replacement cost" (without deduction for depreciation) for the term "Actual Cash Value" wherever it appears in this policy.

B. This policy does not cover the following property on a replacement cost basis:

1) Stock) raw, in process or finished) or merchandise, including materials and supplies in connection therewith;

2) Property of others;

3) Books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, cell, and other magnetic recording or storage media);

4) Painting, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art rarity of antiquity.

C. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amount:

1)The amount of this Policy applicable to the damaged or destroyed property;

2)The replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or

3) The amount actually and necessarily expended in repairing or replacing said property or any part thereof.

80% CO-INSURANCE CLAUSE

Notwithstanding anything contained herein to the contrary, the Sum Insured by this Policy having been declared by the Insured to represent 80 percent of the total value of the property described herein and the premium for this policy having been calculated accordingly. It is hereby declared and agreed that if at the time of any loss or damage the Sum Insured shall be less than 80 percent of the total value of the Property Insured the Insured shall be a coinsurer to the extent of an amount sufficient to make the Insurance equal to 80 percent of the total value of the property hereby Insured and in that capacity shall bear their proportion of any loss that may occur. Every Item, if more than one of the Policy shall be separately subject to this Clause.

AUTOMATIC CAPITAL ADDITIONS CLAUSE

The Insurance hereby extends to cover alterations, additions and improvements to property specified herein for an amount not exceeding 10% of the total sum insured on such item(s), it being understood that the insured undertake to advise the Corporation each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

This clause is only concerned with Capital Additional and is confined to Building, Fixtures and Fittings, Machinery and Equipment, Business Appliance and/or Fixed Plant.

AUTOMATIC REINSTATEMENT CLAUSE

In consideration of the Insurance not being reduced by the amount of any loss the Insured shall pay any the appropriate extra premium on the amount of the loss from the commencement date of reinstatement to the date of reinstatement to the date of the expiry of the period of insurance.

PROFESSIONAL FEES CLAUSE

The insurance under this policy extends to cover Architects', Surveyors', and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing and claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of the Professional Charges of The Institution of Taipei Surveyors and/or the Association of Consulting Engineers as the case may be, or of the respective equivalent local body, subject to a maximum of 5% of the loss paid of each item. The total liability under this policy for both loss to property and such fees shall not exceed the amount of the insurance applying under this policy to the property covered.

DEBRIS REMOVAL CLAUSE

It is hereby declared and agreed that the insurance of this policy shall include all costs and expenses necessarily incurred by the insured in removal of debris, dismantling or demolishing, shoring up or propping of the portions of property by the said items destroyed and damaged by fire or by any other peril hereby insured against. Provided the total amount recoverable under this clause shall in no case exceed fifteen percent (15%) of the loss paid of each item on property in respect of any item being not otherwise exhausted.

OFF PREMISES CLAUSE

Notwithstanding anything contained herein to the contrary, it is agreed that regarding stock and/or property insured under this Policy, removal to other enclosed premises is allowed, provided that the company shall not be liable for an amount exceeding of 5% the sum-insured at the time of loss or Max. NT$30,000.000.- whichever is less.

This extension does not apply to stock:

1) Removal to customers premises.

2) Whilst in transit.

3) Removed to any where for exhibition.

PAYMENTS ON ACCOUNT CLAUSE

It is hereby agreed and declared that progress payments on account of any loss recoverable under this Policy will be made the insured at such stages as may be mutually agreed upon if desired provided that such payments are declared from the finally agreed claim settlement figures.

PREMISES CLAUSE

This Policy is extended to cover property described herein whilst in or on platform, alleys, yards, outbuildings and/or in the open air on the premises described herein.

OUTBUILDING CLAUSE

The Insurance by each item under building is understood to include walls, gates, fences, small frame works, tanks and signboards in the said policy and the insurance by each item under contents extends to include the contents of the said buildings.

INTERNAL REMOVAL CLAUSE

It is understood and agreed that in the event of removal of property from one building to another at any of the Situation(s) stated in the Schedule being inadvertently not advised to the Company the insurance on such property shall follow removal, the necessary adjustments in sums insured and premium being made as from the date of removal as soon as the oversight is discovered.

ALTERATIONS AND REPAIRS CLAUSE

The insurance by this policy will not be prejudiced by the carrying out of any structural alterations, additions and/or repair to buildings or contents and the insurance by this policy is extended in respect thereof, provided that the insured shall notify the company as soon as practicable

VEHICLE LOAD CLAUSE

In the event of the Insured's vehicles being left loaded overnight whilst in and/on the premises described in the Schedule hereto the Company will indemnity the Insured in respect of such load in the event of loss or damage by any of the perils insured against this Policy. Subject otherwise to the terms, conditions and exceptions of this Policy.

PUBLIC AUTHORITY CLAUSE
The insurance extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By -Law of any Municipal or Local Authority provided that:

1) The amount recoverable under this Extension shall not include:
   (a) the cost incurred in complying with any of the aforesaid Regulations or By -Laws
      i) in respect of destruction or damage occurring prior to the granting of this Extension in respect of destruction or damage not insured by this Section
      ii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
      iii) in respect of undamaged property or undamaged portions of property
   (b) The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations of By - Laws.
2) The work of reinstatement must by commenced and carried out with reasonable dispatch and in any case muse be completed within twelve months after the destruction or damage within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By - Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
3) If the liability of the Company under (any item of) this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the Liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
4) The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.
5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

FIRE EXTINGUISHMENT EXPENSES CLAUSE
It is hereby declared and agreed that not with standing anything in the policy contained to the contrary, but subject to the provision here in after contained, the insurance under this policy extends to include:
The cost of replenishing of the fighting appliances and destruction of or damage to such appliances (including employees personal effects and clothing) unless otherwise specifically insured.
PROVIDED ALWAYS that the liability of the company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property.

APPRAISEMENT CLAUSE
If the aggregate claim for only one loss not excess of the Total Sum Insured , no special inventory or appraisement of the undamaged property shall be required .

EXTRA EXPENSE CLAUSE
1) Extra expense incurred resulting from loss, damage, or destruction to property by any of the perils covered herein during the term of this policy.
2) Extra expense means necessary expense insured incur during the「period of restoration」that insured would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered cause of loss.
3) The total payments under this clause is limited to NT$30,000,000.- for Policy Aggregate.

BRANDED GOODS CLAUSE
Any salvage of branded goods and/or merchandise, the Insured's own or held by the Insured in trust or on commission, and/or goods sold but not delivered, shall not be disposed by of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the damage will be assessed at the value agreed between the Insured and the Insurers after brands, labels or names have been remove by or on behalf of the Insured.

CLAIMS PREPARATION CLAUSE
The insurance under this item is to cover such reasonable professional fees as may be payable by the Insured, and such other reasonable expenses necessarily incurred by the Insured and not otherwise recoverable, for preparation of claims under the Policy and the Insurers shall indemnify the Insured for such reasonable fees and expenses in an amount not exceeding NT$5,000,000.- any one occurrence.

APPROVED ADJUSTERS CLAUSE
Cunningham Lindsey are approved as the adjusters and appointed by the Insured.

NEWLY ACQUIRED PROPERTY CLAUSE
Property acquired by the Insured at any other location within Taiwan is automatically covered for NT$ on property covered under this policy for a period of 30 day from the date of acquisition.

DESCRIPTION OF PROPERTY INSURED CLAUSE
Where any doubt arises as to the definition under which any property is included for the basis of settlement, the Insurer agrees to accept the designation of such property as may have been included in the Insured's books.

ERRORS AND OMISSIONS
The Insured shall not be prejudiced by an unintentional and / or inadvertent omission error or incorrect of this interest risk or property provided notice is given to the Company as soon as practicable upon discovery of such error or omission.

SUE AND LABOUR CLAUSE

In case of actual or imminent loss or damage by a peril insured against, it shall without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor, and travel for, in, and about the defense, the safeguard, and the recovery of the property of any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of the Insurers in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. This Insurers shall contribute to the expenses so incurred according to the rate and quantity of the sum herein insured.

PAIR AND SET CLAUSE
In the event of loss, destruction or damage caused by an insured peril under this Policy to any article or articles which are a part of pair or set, the measure of loss, destruction or damage to such article or articles shall be, at the Insured's option：

a. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss, destruction or damage be construed to mean total loss of the pair or set; or
b. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Insurers.

PROPERTY IN TRANSIT CLAUSE

1. This policy attached covers shipments within and between the territorial limits of this policy by any means of conveyance, from the time the property is involved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted at place of final destination.
2. This insurance is also extended to cover loss damage to property:
   a. sold and shipped by the Insured under terms of FOB point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;
   b. arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipmentor to accept goods for delivery;
   c. occasioned by the acdeptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;
   d. at the Insured's option, which is incoming to the Insured.
3. The Insured is not to be prejudiced by any agreements exempting lightermen from liability.
4. Airworthiness of any aircraft are admitted between this Company and the Insured.
5. Limit of Liability: NT$
6.

MINOR WORK CLAUSE
It is understood and agreed that this policy automatically includes minor alterations and/or property in the course of construction and/or re-construction and/or additions and/or maintenance and/or testing and commissioning and/or modifications and/or installation and/or work carried out on of the facilities, subject to a limit of NT$ any one project.
Notwithstanding other terms and conditions herein, this Policy shall only pay in excess of more specific insurance, if any, arranged in respect of minor works. The deductibles applicable to this Policy shall not apply where the amount payable under such other insurance exceeds the deductible herein but in no case shall any loss be payable below the deductible amount.

NO CONTROL CLAUSE
The Insured shall not be prejudiced by failure of the Insured to comply with any warranty or condition contained in any form or endorsement attached to this Policy with regard to any portion of the premises over which the Insured has no control.

72-HOUR CLAUSE
It is agreed that any loss of or damage to the Insured Property arising during any one period of 72 consecutive hours, caused by flood, storm, tempest, water damage,, earthquake, subsidence or collapse shall be dammed as a single event and therefore to constitute on occurrence with regard to the Retained Liability provided for in the Schedule.

WAIVER OF SUBROGATION RIGHTS
It is agreed that subrogation does not apply to any claim against Photronics DNP Mask Corp. & PKLT Co., Ltd. arising out of the Insured's premises and operations.

MORTGAGEE CLAUSE
It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increased being done to ,upon or in any building hereby insured, without the knowledge of the Mortgagees said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place. And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy, and shall clam that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other cats, deeds, transfers, assignments, instruments and things as may by necessary or be reasonably required by the Company for the purposes of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.
Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under the Mortgagor or owner of the property insured remain in full force and effect). The Company reserves the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the mortgagees or said Assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this agreement.

MACHINERY BREAKDOWN CLAUSE
This Policy extends to indemnify the Insured for:

(1) Damage to Machinery forming part of the Property Insured occasioned by or happening through any mechanical, electrical, electromechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of any kind except as otherwise specifically excluded.

(2) loss resulting from interruption of or interference with the Business in consequence of such destruction or Damage.

Subsequent Damage to Property Insured, other than the machine suffering the direct damage shall not be regarded as loss by Machinery Breakdown.

This Policy applies to Machinery within the precincts of the Situation described in the Schedule whilst the Machinery is working or at rest or being dismantled, moved, reassembled or reinstalled for the purpose of cleaning, inspection, adjustment, repair, overhaul or relocation; but only after completion of successful commissioning at the Situation.

For the purpose of this clause:-

1. The liability of the Insurers under Section 1(Property Damage) of this Policy shall not exceed the amount of the Sub Limit of Liability stated in the Schedule against 'Machinery Breakdown'.
2. 'Machinery' means any apparatus, including electronic control equipment, whether or not functioning independently or as part of a collection of apparatus which generates, contains, controls, transmits, receives, transforms or utilises any form or source of energy or power, as now existing or hereafter acquired, the Insured's own, held in trust or on commission or for which the Insured is or may become liable or has accepted responsibility.
3. The Insurers shall not be liable for Damage (as insured by this clause) to the following property:-
   - (a) where such Damage is due to cracks or fractures, any sewer piping, underground gas piping, piping forming part of any sprinkler system or water piping other than boiler feed water piping, boiler condensate return piping or water piping connecting to or used with an air conditioning system;
   - (b) any vehicle or mobile equipment whilst being driven on a public thoroughfare (but Damage to such vehicle or mobile equipment whilst being used at any situation as a tool of trade is not excluded);
   - (c) any aircraft or floating vessel;
   - (d) any X-Ray machine, spectrograph, gauges or other apparatus using radioactive materials;
   - (e) any elevator, penstock, draft tube well or well casing;
   - (f) any steam or gas turbine-generator with a capacity exceeding 250 horsepower or equivalent;
   - (g) electrical wiring and fittings associated with lighting and power circuits.
4. The Insurers shall not be liable for Damage (as insured by this clause) to Machinery in respect of:
   - (a) (i) wear and tear and gradual deterioration (whether by wasting, grooving, rust, corrosion, erosion or otherwise) nor for the cost of maintenance work generally;
     (ii) gradually developing flaws, cracks or partial fractures;

     Provided that the Exclusions expressed in sub paragraphs 4(a)(i) and 4(a)(ii) above shall be limited to the part(s) of the Machinery immediately and directly so affected and shall not apply to any other part(s) of the Machinery which may suffer Damage in consequence thereof.
   - (b) repair or renewal of non-metallic parts other than the insulation of electrical conductors, expendable tools, blades, edges, moulds, dies, templates, screens, sieves, ropes, belts and like items subject to rapid wear and tear unless repair or renewal thereof is necessitated by the occurrence of Damage to any other part(s) of the Machinery;
   - (c) Damage:
     - (i) arising from the intentional direct application of any tool or process to the Machinery during the course of repair, alteration, modification, maintenance or overhaul thereof;
     - (ii) to the Machinery resulting from the imposition of abnormal conditions relating to testing or intentional overloading of or experiments with the Machinery, unless the Insurers shall have agreed in writing to grant indemnity under this Clause whilst the Machinery is being operated under such conditions.

       The checking of the correct working of Machinery or of its safety installations is not considered to be testing or experimenting in the context of this sub paragraph 4(c)(ii).
     - (iii) to the Machinery resulting from faults or defects therein known to the Insured or to responsible employees of the Insured but not disclosed to the Insurers at the commencement of each annual portion of the Period of Insurance;
   - (d) loss of use or any other consequential loss except as provided in Business Interruption.
5. The Basis of Settlement under Section I (Property Damage) of this Policy shall be, at the option of the Insured, in accordance with Alternative Basis of Settlement A or Alternative Basis of Settlement B as set forth below:

   Alternative Basis of Settlement A

   The basis upon which the amount payable is to be calculated shall be indemnity, which shall mean:

   - (i) In the case of repairable Damage - the cost of restoration to normal working order comprising the value of replacement parts, labour charges at standard rates of wages, transport costs at ordinary rates and customs dues or other imposts if levied. The value of any Damaged parts replaced which can be re-used in any way whatsoever may be deducted.
   - (ii) In the case of total loss or destruction - the market value of the Machinery immediately prior to the occurrence of the Damage plus the cost of dismantling necessary to remove the item from its installed position but minus the value of any salvage. An item will be deemed a total loss if the cost of repair as defined in paragraph 5(i) equals or exceeds the market value immediately prior to the occurrence of the Damage.

   Alternative Basis of Settlement B

   The basis upon which the amount payable is to be calculated shall be replacement in accordance with the Reinstatement and Replacement and Output Replacement clause to Section I (Property Damage) of this Policy.
6. The insurance provided under this Clause:
   - (a) shall extend to include any payments incurred by the Insured in respect of the costs and expenses as described in Section I (Property Damage) - The Indemnity; and
   - (b) shall include the benefits described in the clause to Section I (Property Damage)

   to the extent that costs and expenses are incurred by the Insured and/or any of the circumstances described in the Section I (Property Damage) may apply.
7. Perils Exclusions 3(a), 3(c), 3(e) and 5(b) of this Policy are deemed inoperative.

PUBLIC UTILITIES EXTENSION CLAUSE

Notwithstanding anything contained in this Policy to the contrary:

Section I

Nothing herein is to be construed so as to limit or restrict the cover already provided elsewhere in this Policy.

This Memorandum extends cover for Damage to Property Insured occasioned by the disrupted supply of:

(a) communication services;
(b) electricity;
(c) any form of gas;
(d) natural gas;
(e) refrigeration;
(f) fuel;
(g) steam, water;
(h) any other form of power or sewerage reticulation;

including power lines, pipes and all ancillary or peripheral equipment or apparatus resulting from Damage to property of others away from the Insured's premises anywhere in the world.
Damage to such property of others shall be deemed to be Damage to Property Insured at the Premises.

Provided that in relation to losses payable under Section I of this Memorandum in respect of electricity, gas and water, the Insurers shall not be liable unless the failure of the electricity, gas and water exceeds a period of 12 consecutive working hours following the loss (hereinafter referred to as 'Franchise Period'), upon the happening of which the appropriate Deductibles stated in the Policy Schedule will be applied to the loss.

Section I of this Memorandum is subject to the Franchise Period stated herein which does not inhibit the applicability of cover under Section II of this Policy.

Section II

Subject to the Sub Limit of Liability stated in the Schedule for the Utilities Memorandum under Section II of this Policy, loss resulting from interruption of or interference with the Business in consequence of Damage to property of others away from the Insured's premises anywhere in the world that affects:

the supply of communication services, electricity, any form of gas, natural gas, refrigeration, fuel, steam, water, any other form of power or sewerage reticulation and causes an interruption to the Business; Damage to such property of others shall be deemed to be Damage to Property Insured at the Premises.
Property Exclusion 1 shall not apply to this Memorandum in respect of Section I and II.

CARE, CUSTODY AND CONTROL EXTENSIONE CLAUSE
Liability for damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the insured care, custody or control other than:

(a) Premises (or the contents thereof) temporarily occupied by the Insured work therein, or other property temporarily in the Insured possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work)

(b) Employee and visitors' clothing and personal effects

Premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement

(巨&外 032)

明台產物商業火災綜合保險(○○股份有限公司)0004M97036

PROPERTY DAMAGE INSURANCE

and/or all associated, affiliated, and subsidiary companies as may now exist or may hereafter be constituted as their respective rights and interests may appear, as original.

1. PERIOD OF INSURANCE

This policy attaches and covers for the period from to , beginning and ending at noon, standard time, at the location of the property involved.

2. LIMITS OF LIABILITY

The limit of liability at any one occurrence shall be equivalent to US$ per occurrence and subject always to sublimits of liability for any one occurrence applying to the coverage as set forth below and any lower Limit(s) of Liability specified and applicable elsewhere in Policy.

A. USD	per occurrence and in the aggregate in respect of all natural perils and fire following.
B. NTD	per occurrence in respect of Boiler Explosion
C. NTD	per occurrence in respect of Debris Removal and Clean-up Cost.
D. NTD	per occurrence in respect of Demolition and Increased cost of Construction
E. NTD	per occurrence any one project in respect of Minor Works
F. NTD	per occurrence in respect in respect of Extra Expense
G. NTD	per occurrence in respect of Expediting Expenses.
H. NTD	per occurrence in respect of Loss Adjustment Expense
I. NTD	per occurrence in respect of Machinery Breakdown

Which in turn excess of main policy deductibles detailed herein.

3. PERILS INSURED AGAINST

This policy insures against all risk of sudden and unforeseen direct physical loss of or damage to property described herein, except as hereinafter excluded.

4. PERILS EXCLUDED

This policy does not insure:

A. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:
   (1) cause the Insured to sustain such loss; and
   (2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment;

B. against the cost of making good defective design or specifications, faulty material, or faulty workmanship unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage;

C. against errors in processing or manufacture of the Insured's product unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage;

D. against destruction of 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.
   Acceptance of property hereon is subject to satisfactory completion of the following procedures:
   (1) Mechanical completion including Testing
   (2) Testing & Commissioning
   (3) Performance Testing conforming to 100% Contract Design Criteria maintained by the entire plant in a stable and controlled manner for a continuous ongoing period of a minimum of 72 hours duration.
   (4) Official acceptance by the insured following formal hand over without reservation of 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 modification remain.
   It is further noted and agreed that the above provisions do not apply to normal routine maintenance activities, scheduled turnarounds, and Minor Works.

E. against corrosion, ordinary wear and tear, or gradual deterioration unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage;

F. against normal settling or shrinkage of walls, floors, or ceilings unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss of market or business interruption loss;

H. any destruction or damage occasioned through or in consequence of, directly or indirectly by:
   (1) ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste.
   (2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

I. any destruction or damage occasioned through or in consequence of, directly or indirectly by war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, insurrection, rebellion, revolution, military or usurped power.
   In any action, suit or other proceeding, where the Insurer alleges that by reason of the provisions of this clause any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

J. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

K. against fermentation, evaporation, loss of weight or change in quality unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage.

L. against loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any seepage and/or pollution and/or contamination, or arising from any other cause whatsoever.

M. against destruction of or damage to property in course of blow out, cratering, downhole and cost of control.

5. CURRENCY

Loss, if any, is to be paid in the same currency as the currency of the policy.

6. DEDUCTIBLE

All losses, damages, or expenses arising out of any one occurrence shall be adjusted as one loss and from the amount of such adjusted loss shall be deducted the sum of the deductible as specified for each location as follows in respect of all perils.

(1) If sum insured is greater than NT$, deductible of NT$ shall be applied.
(2) If sum insured is grater than NT$ but less than or equal to NT$, deductible of NT$ shall be applied.
(3) If sum insured is greater than NT$ but less than or equal to NT$, deductible of NT$ shall be applied.
(4) If sum insured is less than or equal to NT$, deductible of NT$ shall be applied.

Each and every occurrence in respect of all natural perils including fire following where a deductible of % of Loss Paid, minimum NT$ and maximum NT$ should be applied.

Whether the claim involves loss at one or more locations, the deductible amount shall apply against the total loss suffered by the Insured from any one occurrence.

7. LOSS PAYABLE

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

8. TERRITORY

This policy covers the Insured's property as described herein within Republic of China.

9. COVERAGE

Except as hereinafter excluded, this policy covers:

A. Real and Personal Property

(1) The interest of the Insured in all real and personal property (including but not limited to improvements and betterments and stock) owned, used, or intended for use by the Insured, or hereafter constructed, erected, installed, or acquired. In the event of loss or damage, this Insurer agrees to accept and consider the Insured as sole and unconditional owner of Improvements and betterments, notwithstanding any contract or lease to the contrary.

(2) The interest of the Insured in the real and personal property of others in the Insured's care, custody, or control and the Insured's liability imposed by law or assumed by contract, whether written or oral, for such property.

(3) Contractor's and vendors' interests in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral.

B. Extra Expense

(1) Extra expense incurred resulting from loss, damage, or destruction to property by any of the perils covered herein during the term of this policy.

(2) "extra expense" means the excess of the total cost during the period of restoration of the damaged property chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss or damage occurred. Any salvage value or property obtained for temporary use during the period of recovery, which remains after the resumption of normal operation, shall be taken into consideration in the adjustment of any loss hereunder.

C. Provision Applicable to Extra Expense

(1) Period of Recovery : The length of time for which loss may be claimed:

(a) Shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace such part of the property as had been destroyed or damaged;

(b) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy.

(2) Special Exclusions: This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises, nor for any loss of income, nor for any other consequential or remote loss.

(3) Expenses to Reduce Loss: This policy also covers such expenses as are necessarily incurred for the purpose of reducing any loss under this policy, but in no event shall the aggregate of such expenses exceed the amount by which the loss otherwise payable under this policy is thereby reduced.

D Valuable Papers and Records

Valuable papers or records means written, printed or otherwise inscribed documents and records, including computer disks or tapes, and including books, maps, films, drawings, abstracts, mortgages and manuscripts, but does not mean money, securities, notes, stamps, deeds, evidence of debts, letters of credit, passports and railroad or other tickets.

With respect to data or software of any kind, physical loss or damage shall include the accidental, intentional, malicious distortion, corruption, manipulation or erasure of data or software.

10. PROPERTY EXCLUDED

This policy does not cover loss or damage to :

A. Cash, money & securities, accounts receivable, bullion, coins, checks, stamps, precious stones, works of arts, antiques. The term "securities" wherever used in this policy shall mean all negotiable and nonnegotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens, and tickets but does not include money;

B. Property in course of construction or erection, or dismantling or undergoing testing or commissioning, except as otherwise covered under the Minor Works Clause, Section 22 of this policy and subject to Property and Plant Testing and Commissioning Clause, Section 4 D of this policy.

C. Land (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, earthen dikes.

D. Foundation, roads, pavements, driveways, runways, railway lines, canals, dams, reservoirs, piers, wharves, bridges, docks or tunnel.

E. Growing crops, standing timber, and animals except for research;

F. Catalysts and consumable materials while in process, production, or manufacture;

G Watercraft, aircraft, contractor equipment, and motor vehicles licensed for highway use when not on the Insured's premises, but excluding the Refueller and Servicer vehicles which located in each aviation fuel center.

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after ocean marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until ocean marine insurance terminates, whichever occurs last;

I. Property located offshore or beyond the shore line;

J. Crude oil, natural gas, or other materials in situs, prior to initial recovery above ground.

11. TRANSIT

This policy covers properties in transit（including but not limited to stock in transit within pipelines）and shipments within and between points and/or places within Taiwan, Republic of China, from the time the properties is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted at place of final destination.

In the event of losses, damages or expenses under this Section, deductible only of NT$ should be applied and should not be subject to Deductible Clause, Section 6 of this policy.

12. VALUATION

In case of loss, the basis of adjustment unless otherwise endorsed herein shall be as follows :

A. Valuable Papers and Records, Data or Software at the cost of blanks plus the cost of labor incurred to the insured for transcribing or copying such papers and records, or if not replaced or reproduced, the blank value of such property.

B. Electronic data processing equipment at the replacement cost new as of the date of replacement; or, if not replaced, at Actual Cash Value as of the date of loss. In the event of loss where repairs are not economically feasible, replacement by a similar item of equipment, having technological advances; but in no event exceed the replacement cost new as of the date of replacement of the lost or damaged item it replaces.

C. Finished Stock and other merchandise for sale at the Insured's ultimate selling price at time and place of such loss less all discounts and unincurred expenses.

D. Raw stock, packaging materials and stock in process at the replacement cost value of raw materials and the cost of labor expended plus the proper portion of overhead charges, at the time and place of loss.

E. Buildings, structures and personal property of others for which the Insured is liable: The insurer shall not be liable for more than the amount for which the insured is liable but in no event for more than the actual cash value at the time and place of loss.

F. All other property shall be valued at Replacement Cost as of the date of replacement at the same or another site, or if not replaced, at Actual Cash Value as of the date of loss.

G. Machinery in Kaohsiung Refinery is valued at Actual Cash Value.

Replacement Cost means the cost to repair, rebuild or replace the damage or destroyed property with new property of like kind and quality without deduction for depreciation. Actual Cash Value means the Replacement Cost of the damaged or destroyed property less depreciation.

However, it is specifically noted and agreed that Average shall apply for excess losses in excess of NT$ (included) after applying deductibles.

13. SEVENTY-TWO (72) HOURS CLAUSE

A. Each loss by earthquake, volcanic action, flood, windstorm, hurricane, tidal wave or tsunami shall constitute a single loss hereunder.
If more than one earthquake shock or volcanic action or flood or windstorm or hurricane or tidal wave or tsunami occurs within any period of 72 hours during the term of this policy, the beginning of which 72-hour period may be determined by the Insureds, such events shall be deemed to be a single occurrence within the meaning of this policy.

B. Should any time period referred to in "A" above extend beyond the expiration date of this policy and commence prior to expiration, this Insurer shall pay all such earthquake, volcanic action, flood, windstorm, hurricane, tidal wave or tsunami losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Insurer shall not be liable, however, for any loss caused by any earthquake shock, volcanic action, flood, windstorm, hurricane, tidal wave or tsunami occurring before the effective date and time or commencing after the expiration date and time of this policy.

14. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES

This policy pays for fire fighting expenses necessarily and reasonably incurred by the insured to prevent or minimize the extent of any insured destruction of or damage to insured property including the cost of materials expanded, but excluding salaries, wages, and similar disbursements to own personnel or personnel on contract or secondment to the insured and only to the extent that such expense are not recoverable from a public authority or any other party.

15. DEBRIS REMOVAL AND CLEAN-UP COST

The policy cover includes such costs as are necessarily, wholly and reasonably incurred by the Insured in respect of removal debris, dismantling, demolishing, shoring up or propping of any portion of the property destroyed or damaged as a result of a peril not excluded hereunder.

However, the cover given by this clause is extended only to cover the clean-cost of clean-up at the premises of the Insured, made necessary as a result of direct physical loss or damage by peril not excluded hereunder but not exceeding NT$

16. DEMOLITION AND INCREASED COST OF CONSTRUCTION

In the event of loss or damage under this policy that causes the enforcement of any law or ordinance regulating the construction, repair, or use of property, this Insurer shall be liable for, but subject to a maximum limit of NT$, :

A. the cost of demolishing the undamaged property including the cost 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. 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 or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Insurer shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced.

17. EXPEDITING EXPENSE

This policy covers the reasonably extra cost of temporary repair and of expediting the repair of damaged property insured hereunder, including overtime and express freight or other rapid means of transportation.

18. MACHINERY

In case of loss damage by a peril insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Insurer shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, to the cost and expense of replacing or duplicating the lost or damaged part or of parts or of repairing the machine or unit.

19. TEMPORARY REMOVAL

Subject to the following provisions, the property insured by this policy (other than stocks if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, or for normal or temporary operational work, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway and the storage period.

In the event of property damaged in transit, deductible of NT$ should be applied. In the event of loss occurred at temporary premises, the deductible under this extension should apply to the Deductible Clause, Section 6 provision and subject to the value of

property at temporary premises where the damaged property located.
This extension does not apply to property if and so far as it is otherwise insured, nor property held by the Insured in trust, other than machinery and plant.

20. AUTOMATIC ACQUISITION CLAUSE

It is understood and agreed that whenever during the term of this insurance the insured acquires an insurable interest in property, including new constructions and additions and extensions to existing properties, intended to be covered hereunder, coverage shall automatically commence at the time of an acquisition. In no event shall this increase the insurer's limit of liability except, as endorsed. In the event that any capital additions exceed 10% of the total sum insured per location on such property, notification must be given to insurer, but insurer agrees to hold covered for a 60 days period from the date of any such capital addition with full details to be provided to insurer within such 60 days period.

21. ARCHITECTS' SURVEYORS' LEGAL AND ENGINEERS' FEES

It is hereby agreed and declared that within the limits of the sums insured on Buildings, Plant and Machinery this Policy covers, Architects', Surveyors', Legal and Engineers' Fees necessarily incurred by the Insured in the reinstatement of the property insured following upon its loss destruction or damage by any contingency hereby insured against (but not fees for the preparation of a claims or estimate of loss) not exceeding the amounts authorized under the Scales of the various Institutions regulating such charges prevailing at the time of the loss, destruction or damage.

22. MINOR WORKS CLAUSE

In respect of works contracted to Third Parties or performed by the Named Insured, this Policy automatically includes minor alterations and/or construction and/or re-construction and/or addition and/or maintenance and/or modifications and/or work carried out on any of the facilities subject to a limit of NT$ any one project.
The deductible under this extension, including minor works themselves and damages to other properties at the same premises, should apply to NT$.
Notwithstanding other terms and conditions herein, this Section of the Policy shall only pay in excess of more specific insurance, if any, arranged in respect of minor works. The deductibles applicable to this Policy shall not apply where the amount payable under such other insurance exceeds the deductible herein but in no case shall any loss be payable below the deductible amount.
Notwithstanding the above this policy will not respond to any advanced loss of profits.

23. STOCK DECLARATION AND ADJUSTMENT

Where an item in respect of Stocks is indicated in the Schedule to be subject to declaration the following conditions shall apply:

A. The Annual Premiums in respect of the Item(s) are provisional, being 50% of the estimated premiums, and shall on the expiry of each period of insurance be adjusted as hereinafter provided. Premium designated in this policy is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period.

B. The value of the property on the last day of each calendar month shall be declared in writing by the Insured to the Insurers after the expiry date of insurance period. The actual premium of each location or unit for the said item shall be calculated by the Insurers at the appropriate rate on the average amount declared, i.e. the total of the sums declared divided by the number of declarations. If the average amount declared exceeds the sum insured in the schedule, the Insured shall be deemed to have the sum insured in the schedule as the declared value. On the expiry of each policy period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period, the earned premium shall be computed for such period and, upon notice thereof to Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the insurers shall return to the Named Insured the unearned portion paid by the Named Insured.

C. In the event of loss, the Insurers shall be liable for actual amounts which is showed in the insured's books. The amount recoverable shall not subject to the sum insured in the schedule. In consideration of the insurance not being reduced by the amount of any claim the Insured shall pay the appropriate extra premium on the amount of the claim from the date thereof to the date of the expiry of the period of insurance.

24. INCREASE/DECREASE CLAUSE

Because of possible fluctuations in value, a maximum automatic increase or decrease of 5% ( ) or 10% ( ) of the sums insured is covered on the sums insured for property without any need for prior notification by the Insured. Additional Premiums or Return Premiums shall be calculated pro-rata from the date of amendment and paid quarterly.

25. PAIR AND SET

Except as provided under Clause 18, Machinery, in the event of loss or damage by a peril insured against to any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles. But in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Insurer.

26. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions. and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

27. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

28. UNDERLYING INSURACE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the perils covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this

policy, then that portion which exceeds such a deductible amount shall be considered “other insurance”.

29. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, by the excess insurance clause, or by the underlying insurance clause, this policy shall not cover to the extent of any other insurance, whether prior or subsequent hereto in date, and whether directly or indirectly covering the same property against the same perils. This Insurer shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other insurance.

30. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary and associated companies or corporations, or any other corporations or companies associated with the Insured through ownership or management, is waived and at the option of the Insured, against a tenant of the Insured.

B. In the event of any payment under this policy, this Insurer shall be subrogated to the extent of such payment to all the Insured’s rights of recovery therefor. The insured shall execute all papers required and shall do anything that may be necessary at the expense of the Insurer to secure such right.

C. In the event of any rights of recovery having been waived by the Insured under any Contract, Agreement, Lease or other undertaking entered into the ordinary course of business prior to this occurrence of any loss or damage, this insurance shall not be prejudiced thereby.

31. SALVAGE AND RECOVERIES

All salvages, recoveries, and payments, excluding proceeds from subrogation and underlying insurance recovered or received prior to a loss settlement under this policy shall reduce the loss accordingly. If recovered or received subsequent to a loss settlement under this policy, such net amounts recovered shall be divided between the interests concerned, i.e. the Insured and any other Insurer participating in the payment of any loss, in the proportion of their respective interests.

32. BRAND OR TRADEMARK

In case of damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at this Insurer’s expense in the customary manner of all such brands or trademarks or other identifying characteristics. The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption, No goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured’s consent, but the Insured shall allow this Insurer any salvage obtained by the Insured on any sale or other disposition of such goods.

33. PROCESS PLANT CATALYST EXCLUSION CLAUSE

NOTWITHSTANDING anything contained herein to the contrary, it is a condition precedent to any liability under this policy that:
It is understood and agreed that this (re)insurance does not insure any loss, damage, cost, or expense involving Catalysts (or the use thereof) whilst in process, production or manufacture, nor any business interruption or consequential loss resulting therefrom, unless physical loss or damage to the property insured hereby by a peril otherwise insured against ensues, and then only for such ensuing physical loss or damage."

34. ERRORS OR OMISSIONS

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 home office insurance department.

35. Description of Property Insured Clause

Where any doubt as to the definition under which any property is included for the basis of settlement, the insurer agrees to accept the designation of such property as may have been included in the insured’s books.

36. NOTICE OF LOSS

Within 15 working days after any loss or damage occurring under this policy is known to the Insured, the Insured shall report such loss or damage with full particulars of MSIG Mingtai Insurance Company Ltd., No. 1., Sec. 4, Renai Rd., Daan Dist., Taipei, Taiwan, Republic of China.

37. CLAIMS ADJUSTERS

In the event of loss, McLarens Young International or the other adjuster agreed by insured and insurer shall be appointed as claims adjusters.

38. PROOF OF LOSS

It shall be necessary for the Insured to render a signed and sworn proof of loss to the Insurer or its appointed representative stating: the place, time, and cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

39. PARTIAL PAYMENT OF LOSS

In the event of loss covered by this policy, it is understood and agreed that the Insurer shall allow a partial payment(s) of claim subject to the policy provisions and normal Insurer adjustment process.

40. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than thirty(30) days after presentation and acceptance of proofs of loss by this Insurer or its appointed representative.

41. LOSS ADJUSTMENT EXPENSES

This policy is extended to include expenses incurred by the Insured, or by the Insured’s appointed representatives for preparing and

certifying necessary details of a claim resulting from a loss which would be covered under this policy, subject to a sublimit of NT$ per occurrence.

42. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with this Insurer and, upon this Insurer's request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses, and in conducting suits.

43. SUE AND LABOR

In case of actual or imminent loss of damage by a peril insured against, except imminent loss or damage as respects an "accident", it shall, without prejudice to this insurance, be lawful and necessary for the insured, their factors, servants, or assigns to sue, labor, and travel for, in, and about the defense, the safeguard and the recovery of the property or any part or the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Insurer in recovering saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. This Insurer shall contribute to the expenses so incurred, according to the rate and quantity of the sum herein insured.

44. REINSTATEMENT

Any loss hereunder shall not reduce the amount of this policy, except as respects those perils with an annual aggregate.

45. SUIT AGAINST THE INSURER

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy. The Insurer agrees that any action or proceeding against it for recovery of any loss under this policy shall not be barred if commenced within the time prescribed therefore in the statutes of Taiwan, Republic of China.

46. CANCELLATION

A. This policy may only be canceled at any time at the request of the Insured or it may be canceled by the Insurer by mailing to the Insured at the Notification Address shown in this policy, written notice stating when, not less than one hundred twenty (120) days thereafter, such cancellation shall be effective.
Cancellation may be effected by mailing to the Insured at:

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Insurer shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

47. CONFLICT OF WORDING

The terms and conditions of this form and endorsements attached thereto shall supersede those of the policy to which it is attached wherever the same may conflict.

48. VALUES

The values declared to the Insurer at the inception of the policy are for premium purposes only and shall not limit the coverage provided by this policy.

49. WAIVERS OF SUBROGATION

It is hereby understood and agreed that the Right of Subrogation, against the under this Policy, shall be waived by the insurers as from inception.

Nothing contained herein shall be held to vary, alter, waive or change any of the Terms, Limits or Conditions of the Policy except as herein above set forth.

50. TITLES OF PARAGRAPHS

The titles of the paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

51. POLICY AUTHORS

Regardless of who may have drafted or prepared this policy, or any portions thereof, the provisions contained herein shall be deemed to have been authored by this Insurer.

52. MACHINERY BREAKDOWN

The Insurers hereby agree with the Insured that if at any time during the period of this Policy, the items (or any part thereof) entered in the Schedule, whilst on the premises mentioned therein, suffer any unforeseen and sudden physical loss or damage from causes such as faulty design, defects in casting and material, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, short circuit, tearing apart on account of centrifugal force, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

53.PERSONAL PROPERTY OF THE INSURED'S OFFICIALS AND EMPLOYEES EFFECTS CLAUSE

It is understood and agreed that this insurance is extended to cover loss or damage to personal property of the Insured's officials and employees while on the premises of the Insured.
Unless otherwise stated in this policy, the limit of liability is up to NT$ per person and NT$ in the aggregate during the period of this policy.
In the event of loss, no deductible should be applied.

54. SANCTION CLAUSE

It is understood and agreed that the Company 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.

(巨&外 034)

明台產物商業火災綜合保險(○○股份有限公司) 0004M97040

SECTION I - PROPERTY DAMAGE

THE INDEMNITY:

In the event of any direct physical loss, destruction or damage (hereinafter in Section 1 referred to as “Damage” with “Damaged” having a corresponding meaning) not otherwise excluded happening at the Situation to the Property Insured described in Section 1 the Insurer(s) will, subject to the provisions of this Policy including the limitation on the Insurer(s) liability, indemnify the Insured in accordance with the applicable Basis of Settlement.

Subject to the liability of the Insurers not being increased beyond the Limits of Liability already stated herein, the Insurers will also indemnify the Insured for:

(a) architects', surveyors', consulting engineers', legal and other fees and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon Damage to property hereby insured including such costs, fees and salary for preparing any claim hereunder.

(b) any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority; where payment of such fee, contribution or impost is a Condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder; provided that the Insurer(s) shall not be liable for payment of any fines and/or penalties imposed upon the Insured by any such Authorities.

(c)

(i) costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the vicinity of property hereby insured or threatening to involve such property or for the purpose of preventing or diminishing imminent Damage to property hereby insured by any other peril insured against by this Policy, including Damage to gain access and the cost of replenishment of firefighting appliances and charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines.

(ii) the cost of replacing any fire protective equipment with a different type of equipment, which has similar capabilities to the equipment being replaced, as a consequence of the discharge of any substance therefrom (such discharge being either accidental or malicious or for the purpose of extinguishing fire) and where replacement with such different type of equipment is required by law.

(d) costs and expenses necessarily and reasonably incurred for the temporary protection and safety of property hereby insured pending repair or replacement consequent upon Damage recoverable hereunder.

(e) costs of replacing locks and/or keys and/or combinations and/or electronic access cards where if as a result of burglary, theft or any attempt thereat the keys and/or combinations and/or electronic access cards are stolen or if there are reasonable grounds to believe the keys may have been duplicated also the cost of opening safes and/or strongrooms as a result of theft of keys and/or combinations.

(f) costs and expenses necessarily and reasonably incurred in respect of:

(i) the removal, storage and/or disposal of debris or the demolition, dismantling, shoring up, propping, underpinning or other temporary repairs consequent upon Damage to Property Insured by this Policy and occasioned by a peril or event not otherwise excluded;

(ii) the Insured's legal liability for removal, storage and/or disposal of debris, notwithstanding Peril Excluded 3 from the Premises, roadways, services, railway or waterways of others, consequent upon Damage to the Property Insured by a peril hereby insured against, for such costs together with the cost of cleaning provided that such liability was not assumed by the Insured under an agreement entered into after the commencement of the Period of Insurance or any renewal thereof unless liability would have attached in the absence of such agreement.

Provided that the insurance under this section does not extend to any liability that the Insured may incur as a consequence of pollution of any kind.

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

(g) Damage to clothing and tools of trade belonging to directors and employees of the Insured whilst on the Premises.

(h) Damage to property belonging to third parties at the Premises Insured herein which are under the care custody and control of the Insured and for which the Insured is legally responsible.

(i) If, at the time of Damage, there is other valid and collectible insurance which would attach had this Policy not be effected, this Policy shall apply only to the excess after all other insurance has been exhausted.

(j) the Insured's liability for customs, excise and other duties which the Insured may become liable to pay in the event of Damage to the Property Insured and/or the Insured's liability to compensate others who may become liable for such customs, excise or other duties.

(k) costs and expenses incurred by the Insured in connection with Statutory Inquiries or other inquiries following Damage to Property Insured. The term 'Statutory Inquiries' shall mean any judicial, coronial or other form of inquiry or hearing established by or at the direction of any government, semi-government, local or planning authority or other competent authority as a direct result of Damage to Property Insured.

(l) costs and expenses incurred by the Insured in taking inventory (including unpacking, repacking and restocking) to identify, quantify and value any property damaged including examination of property not belonging to but in the care, custody or control of the Insured.

(m) costs of clearance of drains and expenses incurred in clearing and/or repairing drains, gutters, pipes, sewers, filters, pumping equipment and the like including exploratory costs related there to, at or in the vicinity of Property Insured, consequent upon Damage recoverable hereunder or to prevent imminent Damage or diminish Damage to Property Insured. Whether or not there has been Damage. Provided no cover is given for normal maintenance costs.

The Declared Values are for the purposes of premium calculation and premium adjustment. The Declared Values do not include any allowance for the costs and expenses under The Indemnity to Section 1.

PROPERTY INSURED

This Policy insures all real and personal property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the Occurrence of any Damage including all such property in which the Insured may acquire an insurable interest or for Damage to which the Insured becomes responsible or assumes responsibility to insure. It is understood and agreed that the term "personal property" shall include employees' personal effects, Money (which shall mean current coin, bank notes, currency notes, cheques, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines, travellers' cheques, securities and all other negotiable instruments) whilst contained in the Situation and whilst in transit to and from the Situation anywhere in Taiwan, including whilst contained in the night safe of any bank or financial institution where the Insured transacts business, and in the personal custody of the Insured and/or persons authorised by the Insured whilst contained in their private residences.

In respect of property constructed or erected by or on behalf of the Insured, and not automatically covered under this Policy, cover shall attach from the time of practical completion and/or certified hand-over of that new property from contractors, vendors or their agents.

The practical completion and certified hand-over of property is further defined as follows:

(a) Buildings
The hand-over or putting into service of a building shall occur once it has passed all the necessary check-ups by qualified engineers or respective local authorities.

(b) Facilities
The take over or taking into operation by the Insured or others on the Insured's behalf of the facilities shall occur upon the completion of all testing of the particular facility.

(c) Process Tools
The hand-over of machinery and plant shall occur from the time that it has been erected and/or installed, hook-up and tested.

The completion of testing is verified by the issuance of the Equipment Acceptance Test Record or at any prior time when the Insured shall declare and give notice that the risk has transferred to them.

BASIS OF SETTLEMENT

The basis of settlement of claims under this Policy shall be:

(a) On building, machinery, plant and all other property and contents (other than those specified below); the cost of Reinstatement, Replacement or repair in accordance with the provisions of the Reinstatement Value and the Public Authority.

Provided that if the Insured elects to claim the indemnity value of any Damaged property, the Insurers will pay to the Insured the value of such property at the time of the happening of the Damage or at its/their option reinstate, replace or repair such property or any part thereof.

(b) On raw materials, supplies and other merchandise not manufactured by the Insured; the replacement cost value at the time and the place of replacement or, if such property is not replaced, the value thereof at the time and place of the damage.

(c) On material in process of manufacture; the replacement cost value of the raw materials and the value of labour and other overhead charges actually expended thereon at the time and the place of the damage.

(d) On finished goods; the replacement cost value of the raw materials and the value of labour and other overhead charges expended thereon excluding any element of profit.

(e) On goods sold but not delivered for which the Insured is responsible and with regard to which, under the Conditions of sale, the sale contract is by reason of the Damage cancelled either wholly or to the extent of the damage; the contract price or that part of the contract price which shall have been lost to the Insured because of the partial cancellation.

(f) Property subject to contract, for which the Insured is responsible, the amount payable by the Insured under such contract to the other party to the contract, or if the property is replaced the replacement value at the time and place of the replacement, whichever is the greater.

(g) On computer systems records, including software, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, Business books and other records of every description; the cost of reinstating, replacing, reproducing or restoring same, including information contained therein or thereon but excluding the value to the Insured of the said information and any cost or expense in connection with the collection and production of information therein, or, if such is not required, the replacement cost value of materials as blank stationery at time and place of the damage.

(h) On patterns, models, moulds, dies or casts; the cost of repair or replacement (if actually replaced) otherwise the value of the property to the Insured calculated at the time and place of the Damage, but not exceeding Reinstatement Value.

(i) On glass; the cost of repairing or replacing the broken glass including temporary shuttering and/or hiring of security service pending replacement of broken glass, sign-writing or ornamentation on glass, replacement burglar alarm tapes on glass, removing and re-fixing of window and show case frames and fittings and heat reflecting material or process on glass.

(j) On empty Premises awaiting demolition; the salvage value of the building materials and/or landlords fixtures and fittings.

(k) In the event of Damage affecting labels, containers or wrappers the Insurers shall not be liable for more than an amount sufficient to pay the cost of new labels, containers or wrappers, and the cost of reconditioning the goods, but in no case shall the Insurers be liable for more than the insured value of the Damaged merchandise.

(l) Notwithstanding the Undamaged Property Clause, if any building is Damaged and due to the exercise of statutory powers or delegated legislation or authority by any government department, local government or other statutory Authority, reinstatement of such building is carried out upon another site, then the abandoned undamaged portion of such building shall be deemed to have been destroyed; provided that if the presence of such abandoned undamaged portion of the building increases the sale value of the original site, the increase in sale value shall be regarded as salvage and the amount thereof shall be payable to the Insurers by the Insured upon completion of any sale of the site or shall be deducted from the total amount otherwise payable by the Insurers under this Policy, whichever shall occur later.

On Property Insured comprising a pair or set; the difference between the market or replacement value (whichever is greater) before the loss and the market or replacement value (whichever is greater) after the loss. Provided that when an article which is part of a set is Damaged, the measure of the Damage is to be a reasonable and fair proportion of the total value of the set.

MEMORANDA APPLICABLE TO SECTION I

'Notwithstanding anything contained in this Policy to the contrary this Policy is hereby modified under the following Memoranda.

Where the terms of any Memorandum attaching to this Policy are inconsistent with any other terms of the Policy or where the terms of any Memorandum are inconsistent with the terms of any other Memorandum, the terms most favourable to the Insured will prevail.

Where a Memorandum is subject to a special limit or other Special Provision, the limit or Special Provision will apply to that Memorandum but not to loss that would otherwise have been covered under the Policy without the Memorandum.'

1. BRANDED GOODS

Any salvage of branded goods and/or merchandise, the Insured's own or held by the Insured in trust or on commission, and/or goods sold but not delivered, shall not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the Damage will be assessed at a value to be agreed between the Insured and the Insurers after making provision for the removal of brands, labels or names by or on behalf of the Insured.

2. BURSTING OR LEAKING PIPES

This Policy extends to cover the cost of locating and repairing burst or leaking water tanks, apparatus or pipes where a claim has also been substantiated for Damage to the Property Insured arising therefrom including the cost of restoring the Premises.

3. CONSTRUCTIVE TOTAL LOSS

If the Property Insured, or any part thereof, is abandoned on account of its actual total loss or destruction appearing to be reasonably unavoidable, or because it could not be preserved from actual total loss or destruction without the Insured incurring an expenditure which would exceed its repaired and/or recovered value such property shall be regarded as lost or destroyed and the amount payable as indemnity shall be the cost of reinstatement as defined in sub-clause (a) of the Reinstatement Value Clause.

4. DESIGNATION

For the purposes of ascertaining the classification under which any property is insured, the Insurer(s) agree to accept the designation assigned to such property by the Insured in its records.

5. EXPEDITING EXPENSES

This Policy extends to include additional costs and expenses necessarily and reasonably incurred for the purpose of expediting

reinstatement, replacement or repair of any Damaged Property Insured, including but not limited to penalty rates for wages during overtime, shift, night, Sunday or holiday working; the hire of additional labor, equipment or resources, payment for carriage by express passenger, fast goods or other rail or road transport, or carriage by air freight. Provided always that such expediting expenses shall not exceed the Sub-Limit of Liability as stated in the Schedule which would otherwise have been incurred in the reinstatement, replacement or repair of the Damaged property whichever is the greater.

6. FLOOR SPACE RATIO INDEX (PLOT RATIO)

Subject to the terms, Conditions and Limits or Sub-Limits of Liability of this Policy, in the event of any buildings being Damaged and the cost of Reinstatement is established at more than 50% of the cost of Reinstatement of the entire buildings and, as a result of the exercise of Statutory powers and/or authority by any Government Departments, Local Government or any other Statutory Authorities, Reinstatement of such buildings as before is prohibited and Reinstatement is only permissible subject to a reduced floor space ratio index;

the Insurers agree to pay in addition to any amount payable on Reinstatement of such buildings the difference between:

(a) the actual cost of Reinstatement incurred in accordance with the reduced floor space ratio index and

(b) the cost of Reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under (a) and (b) above, any payments made by the Insurers shall include the extra cost of reinstatement, including demolition or dismantling of the Property Insured, necessarily incurred to comply with the requirements of any Statutory Regulation made thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority.

Any payment made for the difference between (a) and (b) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Insured in the Reinstatement of the buildings.

7. NEWLY ACQUIRED COMPANIES/SITUATIONS

This Policy extends to cover the property of companies/situations newly acquired by the Insured during the Period of Insurance, subject to the Sub-Limit of Liability as stated in the Schedule, provided that the Insured shall declare to the Insurers within 90 days after such acquisition.

8. OUTPUT REPLACEMENT OPTION

If Property Insured has a measurable output and is capable of replacement with a new item or items which perform a similar function then such property shall be valued for insurance purposes as follows, and values for the settlement of any Damage in respect thereof shall be on the same basis:

(a) If any Damaged Property Insured is to be replaced by an item or items which have the same or a lesser total output, then the insurable value thereof is the newly installed cost of such replacement item or items as would give the same total output as the Damaged property;

(b) If any Damaged Property Insured is to be replaced by an item or items which have a greater total output and the replacement cost value is no greater than the replacement value of the property Damaged, then no deduction shall be made from any claim due to the improved output;

(c) If any Damaged Property Insured is to be replaced by an item or items which have a greater total output and the replacement cost value is greater than the value insured of the Damaged property, then the insurable value thereof is that proportion of the newly installed cost of the replacement item or items as the output of the Damaged property bears to the output of the replacement item or items. The difference between the insurable value as defined and the new installed cost of the replacement item or items shall be borne by the Insured;

Provided that in any event where any Damaged property is to be repaired, the Insurers shall pay the cost of restoration of such Damaged property to a condition substantially the same as, but not better or more extensive than, its condition when new and provided further that the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay if such property had been wholly destroyed.

9. REINSTATEMENT VALUE (Not applicable to stock and merchandise)

In the event of Property Insured under this Policy being Damaged, the basis upon which the amount payable is to be calculated shall be the cost of Reinstatement of the property Damaged, at the time of its Reinstatement, subject to the following Provisions terms and Conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this Memorandum “Reinstatement” shall mean:

(a) Where property is destroyed, the re-building of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to, but not better or more extensive than, its condition when new.

(b) Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than, its condition when new.

Provisions

(1) The work of reinstatement (which may be carried out upon 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 and carried out with reasonable dispatch, otherwise no payment beyond the amount which would have been payable under the Policy, if this

Memorandum had not been incorporated therein, shall be made.

(2) When any Property Insured under this Memorandum is Damaged 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 had been wholly destroyed.

(3) Where any Damaged property is replaced by smaller and/or cheaper property then the Insurers shall pay to the Insured, (in addition to the cost of such replacement property) the difference between the cost which would have been incurred if the Damaged property had been reinstated in accordance with clause (a) of the definition of Reinstatement and the cost of the said smaller and/or cheaper replacement property. This Provision (3) shall override the limitations of the Output Replacement Option Clause to the extent that they may conflict.

(4) Where any Damaged property is replaced by dissimilar property (whether or not such property is to be used for a similar purpose to the Damaged property), the Insurers shall pay to the Insured the cost of such dissimilar property.

Provided that, where the cost of such dissimilar property is less than the cost which would have been incurred if the Damaged property had been reinstated in accordance with clause (a) of the definition of 'Reinstatement', the Insurers shall pay to the Insured the amount of the difference between the cost of such dissimilar property and the cost of reinstatement which would otherwise have been incurred.

(5) Where any Damaged property is replaced by property which is better or more extensive than its condition when new, the Insurers shall pay to the Insured the cost which would have been incurred if the Damaged property had been reinstated in accordance with the provisions of clause (a) of the definition of 'Reinstatement'. The Insured shall bear the balance of the cost of such better or more extensive property.

(6) The Insured shall not be bound to reinstate any Damaged building(s) (together with machinery, plant and all other contents, other than stock, therein) but may, at its option:
(a) purchase an alternative building(s) (including machinery, plant and all other contents, other than stock, therein) to replace the Damaged property; or
(b) accept cash settlement from the Insurers;

in either case up to, but not exceeding, the cost which would have been incurred if the Damaged property had been reinstated in accordance with the provisions of clause (a) of the definition of 'Reinstatement'.

(7) The work of Reinstatement may be effected as part of an expansion of the Insured's total production or other facilities, in which case the Insurers liability shall be limited to the cost that would have been incurred if the total production or other facilities of the Insured at the Situation of the Damage had been restored to the level in existence thereat at the time of the happening of the Damage.

(8) Where any Damaged property cannot be economically repaired, or due to technological change is incapable of being replaced with the same model or version in a viable format, at the option of the Insured, they may:

Replace the Damaged property with property with a greater total function, capability and/or output.

Provided the replacement property:
(a) represents the manufacturers or alternative manufacturers current equivalent or substitute product to the Damaged property;

(b) does not exceed in value the amount declared for insurance of the Damaged property (if applicable) or the Sum Insured/Limit of Liability stated in the Policy Schedule, whichever is the lesser.

Notwithstanding clause (b), should the Insured replace the Damaged property with property of greater monetary value than the amount as stated in clause (b), the Insured shall be regarded as their own insurer for any amount in excess of that stated amount.

10. PUBLIC AUTHORITIES

This Policy extends to include the extra cost of Reinstatement (including demolition, dismantling, decommissioning, recommissioning and maintenance) of Damaged property necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority; subject to the following Provisions and subject also to the terms, Conditions of this Policy.

The Policy extends to include the additional extra cost of Reinstatement (including demolition, dismantling, decommissioning, recommissioning and maintenance) of Property Insured following Damage and incurred by the Insured and not otherwise recoverable under the terms and Conditions of this Policy.

Provisions

(1) The work of reinstatement (which may be carried out wholly or partially upon any other site(s), if the requirements of the aforesaid Act, Regulation or By-Law so necessitate, subject to the liability of the Insurers not being thereby increased), must be commenced and carried out with reasonable dispatch, failing which the Insurers shall not be liable to make any payment beyond the amount which would have been payable under this Policy if this Memorandum had not been incorporated herein.

(2) The amount recoverable shall not include the additional cost incurred in complying with any such Act, Regulation, By-Law or requirement with which the Insured had been required to comply prior to the happening of the Damage.

11. UNDAMAGED ANCILLARY AND/OR PERIPHERAL EQUIPMENT

Where any machinery, plant or equipment is Damaged but ancillary and/or peripheral equipment, utilised in conjunction therewith, is not Damaged but is nevertheless rendered superfluous upon replacement of the Damaged property, then such ancillary and/or peripheral equipment will be considered as being Damaged.

Provided that if such ancillary and/or peripheral equipment is saleable as salvage, then such property shall be sold and the amount realised from the salvage sale shall be payable by the Insured to the Insurers.

12. UNDAMAGED PROPERTY

Where any Property Insured hereunder is Damaged and reinstatement of such Property Insured has to be carried out upon any other site or sites, then the abandoned undamaged portion(s) of such Property Insured will be considered as being Damaged.

Provided that if the presence of such abandoned undamaged portion(s) of the Property Insured increases the sale value of the original building site, then such increase in sale value shall be regarded as salvage and the amount thereof shall be payable to the Insurers by the Insured upon the completion of the sale of the site or shall be deducted from the final amount of any moneys payable by the Insurers, whichever shall occur later.

All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers, one to be appointed by each of the parties to this Policy. In the event that the two registered valuers do not agree, such differences shall be referred to the decision of a third valuer, appointed by the Institute of Valuers or such other organisation as agreed between the parties, whose determination shall be final and binding upon the parties.

13. REINSTATEMENT OF DAMAGE BY THE INSURED

In the event of any claim hereunder the Insured may, reinstate Damaged Property Insured and the Insurers shall pay the cost of such reinstatement (including the value of labour and other overhead charges expended thereon together with a margin for profit which would otherwise have been earned by the Insured); provided always that the liability of the Insurers shall not exceed the amount which would otherwise have been payable hereunder had such reinstatement been carried out by contractors other than the Insured, but to the same quality of workmanship that the Insured usually provides.

14. DELAYED UNPACKING OF MATERIALS, SUPPLIES OR MERCHANDISE

Where consignments and/or packages of raw materials, supplies and/or merchandise are not opened for inspection on arrival at the Insured's store and/or Premises any concealed Damage, whether from the transit or otherwise, and resulting from any peril not excluded by this Policy, discovered when the consignments and/or packages are unpacked shall be deemed as Damage recoverable under this Policy and the amount recoverable as indemnity shall be determined in accordance with the provisions of clause (b) of the Basis of Settlement.

Provided that:

(a) the Damage shall be discovered not later than six (6) months after receipt of the consignments /packages by the Insured,

(b) consignments and/or packages bearing visible signs of damage at the time of their arrival shall be inspected as soon as practicable, appropriate claim(s) shall be made against the carriers and the Insured shall forward copies of such claim(s) and any replies received from carriers to the Insurers as soon as practicable.

If, at the time of Damage, there is other valid and collectable insurance which would attach had this insurance not be effected, this insurance shall apply only to the excess after all other insurance have been exhausted.

15. DEPRECIATION OF UNDAMAGED STOCK

This Policy extends to include loss sustained by the Insured as a result of depreciation of undamaged stock which cannot be processed promptly due to interruption of or interference with the Business in consequence of Damage to any Property Insured hereunder and the amount payable as indemnity shall be determined in accordance with the appropriate provisions of clauses (b) and (c) of the Basis of Settlement.

CONDITIONS APPLICABLE TO SECTION I

1. REINSTATEMENT BY INSURERS

If the Insurers elect or become bound to reinstate or replace the property Damaged, or any part thereof, the Insurers shall not be bound to reinstate exactly or completely, but only as circumstances permit. and in reasonably sufficient manner, and in no case shall the Insurers be bound to expend more than the applicable Limit of Liability.

The Insured shall furnish the Leading Insurer such plans, specifications, measurements, quantities, and such other particulars as the Insurers may require.

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

2. MARINE & TRANSIT RISKS

This Policy does not cover any Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies covering marine or transit risks, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Policy not been effected.

SECTION II - BUSINESS INTERRUPTION

THE INDEMNITY

In the event of any building or any other property or any part thereof used by the Insured at the Premises for the purpose of the Business being lost, destroyed or damaged by any cause or event not hereinafter excluded (loss, destruction or damage so caused being hereinafter termed 'Damage') and the Business carried on by the Insured being in consequence thereof interrupted or interfered with, the Insurers will, subject to the provisions of this Policy including the limitation on the Insurers liability, pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the applicable Basis of Settlement.

Loss arising from an interruption of or interference with the Business in consequence of Damage to any property belonging to the Insured or for Damage to which the insured is responsible, while such property is at any storage Premises or Situation or where the Insured has work or process carried out by others, shall be deemed to be loss arising from Damage to property used by the Insured at the Premises for the purpose of the Business.

Provided that the Insurers will not be liable for any loss under this Section unless the Insured's property Damaged is insured against such Damage (loss arising out of Damage occasioned by or arising out of explosion, implosion, rupture, collapse, bursting, cracking or overheating of any boiler, economiser or other pressure vessel, including pipes, valves and other apparatus thereof excepted) and the insurer or insurers by which such property is insured shall have paid for, or admitted liability in respect of, such Damage unless no payment shall have been made or liability admitted solely owing to the operation of a provision in such insurance excluding liability for loss below a specific amount or solely due to property damaged not being insured by Section I of this Policy.

BASIS OF SETTLEMENT

Item No. 1 GROSS PROFIT:

The insurance on Gross Profit is limited to loss due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) IN RESPECT OF REDUCTION IN TURNOVER:
the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.

(b) IN RESPECT OF INCREASE IN COST OF WORKING:
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover, which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

less any sum saved during the Indemnity Period in respect of such of the Charges and Expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Item No. 2 AUDITORS' FEES

The insurance on Auditors' Fees is limited to the reasonable fees payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other Business books or documents or such other proofs, information or evidence as may be required by the Insurers under the terms of General Condition 7 of this Policy.

Item No. 3 PROFESSIONAL FEES AND CLAIMS PREPARATION COSTS

The insurance under this Item is to cover such reasonable professional fees payable by the Insured to their financial advisors (including but not limited to fees of accountants, loss adjusters, insurance brokers and valuers appointed by the Insured) and such other reasonable expenses necessarily incurred by the Insured and not otherwise recoverable, for preparation of claims and (notwithstanding Condition 7) proving the loss(es) under the Insured's material damage and consequential loss insurance policies and the Insurers shall indemnify the Insured for such reasonable fees and expenses, salaries, wages and overheads of the Insured's employees which shall be deemed to be part of such other recoverable expenses

Item No. 4 ADDITIONAL INCREASED COST OF WORKING

The insurance under this Item is limited to cover the additional expenditure (not otherwise recoverable hereunder) necessarily and reasonably incurred, during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing reduction in Turnover and/or other operating income and/or resuming and/or maintaining normal business operations and/or services and/or minimizing the period of interruption of or interference with the Business.

The Insurers shall indemnify the Insured under this Item up to but not exceeding the Sub-Limit of Liability as stated in the Schedule.

Item No. 5 ADMINISTRATIVE AND RESEARCH & DEVELOPMENT

The insurance under this Item is limited to the loss sustained by the Insured in consequence of the Damage in respect of Administration and Research Establishment Expenditure and the amount payable as indemnity hereunder shall be:

(a) For each working week in the Indemnity Period during which the activities of the administration function of the business and/or the research establishment are, in consequence of the Damage:

(i) totally interrupted or totally given over to the reworking of projects affected by the Damage, the Insured Amount per week;

(ii) partially interrupted or partially given over to the reworking of projects affected by the Damage, an equitable proportion of the Insured Amount per Week based upon the time rendered ineffective by reason of the Damage;

(b) less any sum saved during the Indemnity Period in respect of such of the Research Establishment Expenditure as may cease or be reduced in consequence of the Damage.

Adjustments shall be made to both the Insured Amount per Week and the Administration and Research Establishment Expenditure as may be necessary to provide for trends, variations and other circumstances so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

Item No. 6 SEVERANCE PAY

Subject to the Limit of Liability, indemnity for such amount(s) as the Insured is or may become liable to pay under any industrial awards or determinations, decisions or agreements for severance pay and/or additional pay in lieu of notice to those employees whose services are terminated as a result of the Damage.

Item No. 7 CONTRACTUAL FINES AND/OR PENALTIES

Subject to the Sub Limit of Liability as stated in the Schedule for Contractual Fines & Penalties, the insurance under this clause is to indemnify the Insured in respect of fines and/or damages for breach of contract and the amount payable as indemnity thereunder shall be such sum(s) as the Insured shall be legally liable to pay or shall pay in discharge of fines and/or damages incurred in consequence of Damage for non-completion and/or late completion of orders and/or non-performance and/or late performance of services and/or the inability to meet contract specifications or resultant cancellation of orders.

Item No. 8 . ACCOUNTS RECEIVABLE

The insurance under this item is limited to the loss sustained by the Insured in respect of all outstanding debit balances if the Insured is unable to effect collection thereof as a direct result of Damage to records of accounts receivable. The Insurer(s) will also pay:

(i) interest charges at ruling bank rates on any loan to offset impaired collections pending repayment of such amounts rendered uncollectible in consequence of the Damage;

(ii) interest lost by the Insured in consequence of such impaired collections;

(iii) additional expenditure necessarily and reasonably incurred in tracing and establishing the amounts of accounts receivable;

(iv) collection expenses in excess of normal collection costs, incurred in consequence of the Damage.

Where there is proof that a loss covered by the Policy has occurred, but the Insured can not accurately establish the total amount of accounts receivable outstanding at the date of Damage, such amount shall be computed as follows:

(a) Determine the total amount of accounts receivable outstanding on the last working day of the fiscal month which ended twelve months before the beginning of the month in which the Damage occurs;
(b) Calculate the average increase or decrease in the monthly total amounts of accounts receivable outstanding on the last working day of each of the twelve months immediately preceding the month in which Damage occurs;
(c) The amount determined under paragraph (a) above, increased or decreased by the percentage calculated in accordance with paragraph (b) above shall be deemed to be the total amount of accounts receivable outstanding at the time and ate of the Damage;
(d) The amount determined under paragraph (c) above shall be adjusted as may be necessary to provide for any demonstrable variance from the amount so determined accordance occurring before but during the month in which the Damage occurs; due consideration also being given to normal monthly trends in receipts.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damage, or otherwise established or collected by the Insured, and an equitable amount to provide for doubtful debts.

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SECTION I – MATERIAL LOSS OR DAMAGE

THE INDEMNITY

In the event of any direct, sudden and unforeseen physical loss, destruction or damage (hereinafter in Section I referred to as 'Damage' with 'Damaged' having a corresponding meaning) not otherwise excluded happening at the Situation to the Property Insured, the Insurers will (subject to the Conditions, Exclusions, the terms, Memoranda and provisions of this Policy including the limitation on the Insurers' liability) indemnify the Insured in accordance with the applicable Basis of Settlement.

Subject to the liability of the Insurers not being increased beyond the Limit of Liability stated in the Schedule, the Insurers will also indemnify the Insured for:-

(a) architects', surveyors', consulting engineers', legal, accounting, auditing and other professional fees and other fees including but not limited to clerks of works' salaries for estimates, plans, specifications, quantities, tenders, reports and consultations, consequent upon Damage to property hereby insured including such costs, fees and salary for preparing any claim hereunder or in producing and certifying any particulars required by Insurers in relation to any claim hereunder..

(b) any fee, contribution or other impost or other payable to any government, local government or other statutory or competent authority; where payment of such fee, contribution, impost or other sum is a Condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder; provided that the Insurers shall not be liable for payment of any fines and/or

penalties imposed upon the Insured by any such Authorities.

(c) costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the vicinity of Property Insured or threatening to involve such property or for the purpose of preventing, mitigating, suppressing or constraining Damage to Property Insured by any other peril insured against by Section I of this Policy, including Damage to gain access and the cost of replenishment of fire fighting appliances and charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines, the payment of wages or other remuneration to the Insured's employees (other than normal wages of full time members of the works fire brigade) and all other fire brigade, fire fighting and post fire extinguishment costs not otherwise covered by this Policy.

(d) the cost of replacing any fire protective equipment with a different type of equipment, which has similar capabilities to the equipment being replaced, as a consequence of the discharge of substance therefrom (such discharge being either accidental or malicious or for the purpose of extinguishing fire) or where replacement with such different type of equipment is required by law.

(e) costs and expenses necessarily and reasonably incurred for the temporary protection and safety of property hereby insured pending repair or replacement consequent upon Damage recoverable hereunder.

(f) costs of replacing locks and/or keys and/or combinations where if as a result of burglary, theft or any attempt thereat the keys and/or combinations are stolen or if there are reasonable grounds to believe the keys may have been duplicated. The Insurers will also pay the cost of opening safes and/or strongrooms as a result of theft of keys and/or combinations.

(g) costs and expenses necessarily and reasonably incurred in respect of clearing debris (including the removal of contents whether damaged or undamaged) including but not limited to:

(i) the removal, storage and/or disposal of debris and the, demolition, dismantling, shoring up, propping, underpinning, clearance of drains and sewers, or other temporary repairs consequent upon Damage to the Property Insured and occasioned by a peril or event not otherwise excluded;

(ii) the Insured's legal liability in respect of removal, storage and disposal of debris, notwithstanding anything contained herein to the contrary in relation to premises, roadways, services, railways or waterways of others, consequent upon Damage to Property Insured by this Policy and occasioned by a peril insured against, for such costs together with the cost of cleaning and decontamination.

(iii) the demolition and removal of any property belonging to the Insured or for which the Insured is responsible, provided that:

(1) such property is no longer useful for the purpose for which it was intended; and/or

(2) such demolition and removal is necessary for the purpose of the reinstatement or replacement of Property Insured under this section; and/or

(3) such demolition and removal is ordered by any Government, Local Government or other Statutory or Competent Authority;

and is consequent upon Damage to the Property Insured by a peril or event hereby insured against.

(h) Damage to clothing and tools of trade belonging to directors and employees of the Insured whilst on the Premises.

(i) costs and expenses necessarily and reasonably incurred for the purpose of expediting Reinstatement, replacement or repair of any Damaged Property Insured, including but not limited to: penalty rates for wages during overtime, shift, night, Sunday or holiday working; the hire of additional labour, equipment or resources, payment for carriage by express passenger, fast goods or other rail or road transport, or carriage by air freight via licensed airline(s) operating regular scheduled services, or by aircraft chartered for such carriage.

Provided always that such expediting expenses shall not exceed fifty per cent (50%) of the normal cost of labour and materials which would otherwise have been incurred in the Reinstatement, replacement or repair of the Damaged property.

(j) the cost of locating and repairing burst or leaking water tanks, apparatus or pipes where a claim has been substantiated for Damage to the Property Insured arising therefrom, including the cost of restoring the Premises.

(k) costs and expenses incurred by the Insured in taking inventory (including unpacking, re-packing and re-stocking) to identify, quantify and value any property which has been Damaged consequent upon the occurrence of any event insured against by Section I of this Policy, including examination of property not belonging to but in the care, custody or control of the Insured.

(l) liability to pay additional income tax or additional capital gains tax or the like pursuant to any government taxation legislation, incurred solely in consequence of payment by the Insurers of any amount claimable under Section I of this Policy.

(m) The Insured's liability for customs, excise and other duties which the Insured may become liable to pay in the event of Damage to Property Insured and/or the Insured's liability to compensate others who may become liable for such customs, excise or other duties.

(n) costs and expenses incurred by the Insured in connection with Statutory Enquiries or other enquiries following Damage to Property Insured. The term 'Statutory Enquiries' shall mean any judicial, coronial or other form of enquiry or hearing established by or at the direction of Government, semi-government, local or planning authority or other competent authority as a direct result of Damage to Property Insured.

(o) Damage to landscaping, which term shall include but not be limited to trees, shrubs, lawns, gardens, rockwork, paving, and

ornamentation pertaining thereto, ornamental and other plants. Provided that Property Exclusions 6 and 7 shall not apply to this clause (o).

The Insured's declaration of values does not include any allowance for the costs and expenses in items (a) to (o) above.

DEFINITIONS APPLICABLE TO SECTION I

For the purpose of this Section I, the following terms shall bear the meanings ascribed to them hereunder.

1. **Property Insured**
All real and personal property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any Damage, including all such property in which the Insured may acquire an insurable, pecuniary or economic interest or for Damage to which the Insured becomes responsible or assumes responsibility to insure during the Period of Insurance
In respect of new property, coverage hereunder will attach from the earliest of the date on which an interest in the property is first acquired provided that such new property is fully completed and commissioned.

It is understood and agreed that:

(a) the term 'Property Insured' shall include:
(i) any building from the time that it has been constructed or occupied or put into service or taken over by the Insured no matter of partially or whole, whether or not prior to the erection and/or installation, testing and commissioning of machinery, plant and equipment therein.
(ii) Process Tools (as designated by the Insured) and equipment shall occur from the time that they have been erected and/or installed, and handed over subject to the Acceptance Test.
The Acceptance Test consists of testing of Process Tools and equipment. The completion date of the testing and hand over of Process tools and equipment shall be verified by Acceptance Test Record of the Insured.
(iii) Facilities: the hand over or put into service by the Insured or others on the Insured's behalf of the facilities relative to buildings, machinery, plant and equipment including Process Tools shall occur upon the completion of the appropriate testing of the particular facility.

(b) the term 'personal property' shall include Money (which means current coin, bank notes, currency notes, cheques, travellers cheques, bonds, securities and negotiable instruments, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines) whilst contained in the Situation and whilst in transit to and from the Situation anywhere within Taiwan, Republic of China, including whilst contained in the night safe, safe, strongroom, or any safety deposit box of any bank or financial institution where the Insured transacts business, and in the personal custody of the Insured and/or persons authorised by the Insured whilst contained in their private residences.
For the purpose of ascertaining the classification under which any property is insured, the Insurers agree to accept the designation assigned to such property by the Insured.

2. Premises
As defined in the Schedule under the heading 'Situation and/or Premises'.

3. Schedule
Means that part of this Policy incorporated under the heading of Schedule or any later Schedule issued on renewal or variation or by way of Endorsement.

4 Event
Means any loss or series of losses arising from one uninterrupted common cause. If losses are attributable to several causes in an unbroken chain of causation, the cause that triggered the chain of causation will be regarded as the common cause.
The sum of all such losses shall be treated as one Event irrespective of when during the Period of Insurance such losses occur.

5. Earthquake
Earthquake defined as shock damage resulting directly from seismic activity, including subsequent damage resulting therefrom.

6. Natural Perils
Natural Perils defined as storm, flood, tempest, wind, hail and/or rainwater, hurricane, typhoon or cyclone, volcanic eruption, subterranean fire, tsunami or action of the sea.

7. Indemnity Value
Means the cost necessary to replace, repair or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition at the time that the Damage occurred taking into consideration age, condition and remaining useful life.

8. Policy
Means this document, including the Schedule and any Endorsements attaching hereto.

BASIS OF SETTLEMENT
(a) On buildings, machinery, plant and all other property and contents (other than those specified below); the cost of Reinstatement, replacement or repair in accordance with the provisions of the Reinstatement and Replacement and Extra Cost of Reinstatement Memoranda as set out herein.
a. The Replacement

1. If the Damaged property is replaced, the replacement cost incurred by the Insured and the liability of the Insurers shall not exceed 100% of acquisition cost from the original manufacturers / contractors at the time purchased by Powerchip Technology Corporation
2. If the Damaged property can not be replaced, the market value or actual cash value at the time of loss or minimum 35% of acquisition cost from the original manufacturers / contractors at the time purchased by Powerchip Technology Corporation whichever is the greater shall apply in settlement of claims where this obtains.

b. The Repair

1. If the Damaged property is repaired, the actual repair cost incurred by the Insured without any depreciation applied and the liability of the Insurers shall not exceed 100% of acquisition cost from the original manufacturers / contractors at the time purchased by Powerchip Technology Corporation
2. If the Damaged property can be repaired, but the repaired cost exceeds 75% of acquisition cost from the original manufacturers / contractors at the time purchased by Powerchip Technology Corporation then the Damaged property shall be treated as constructive total loss, and the liability of the Insurers shall not exceed 100% of acquisition cost from the original manufacturers / contractors at the time purchased by Powerchip Technology Corporation

At the option of the Insured, if the Insured elects not to replace or repair the Damaged property, the market value or actual cash value at the time of loss or minimum 40% of acquisition cost from the original manufacturers / contractors at the time purchased by Powerchip Technology Corporation whichever is the greater shall apply in settlement of claims where this obtains.

(b) On raw materials, supplies and other merchandise not manufactured by the Insured; the replacement cost at the time and the place of replacement or, if such property is not replaced, the original cost to the Insured of such property or the value thereof at the time and place of the Damage, whichever is the greater. If such property is obsolete from the Insured's standpoint the Basis of Settlement whether or not such property is replaced shall be the original cost to the Insured of such property or the value thereof at the time and place of the Damage, whichever is the greater.

(c) On material in process of manufacture; the replacement cost of the raw materials at the time and place of replacement plus the cost of labour and all other overhead costs expended thereon at the time and the place of the Damage.

(d) On finished goods; the replacement cost of the raw materials at the time and place of replacement plus the cost of labour and all other overhead charges expended thereon before any allowance for profit calculated at the time and place of the Damage or the cost of re-stocking such goods within a reasonable time, whichever is the lesser. If such goods are obsolete from the Insured's standpoint the Basis of Settlement whether or not such property is replaced shall be the original cost to the Insured of such property or the value thereof at the time and place of the Damage, whichever is the greater.

(e) On goods sold but not delivered for which the Insured is responsible and with regard to which, under the conditions of sale, the sale contract is by reason of the Damage cancelled either wholly or to the extent of the Damage; the contract price or that part of the contract price which shall have been lost to the Insured because of the partial cancellation.

(f) On computer systems records, including software, documents, manuscripts, valuable papers, securities, deeds, micro-inscribed documents, specifications, plans, maps, films, mortgages, abstracts, drawings, designs, books, business books, media and the data recorded thereon and other records of every description; the cost of reinstating, replacing, reproducing or restoring same, including ;

(i) the cost of gathering and/or assembling and/or researching the information;
(ii) information contained therein or thereon

but excluding the value to the Insured of the said information; or, if such is not required, the replacement cost of materials as blank stationery at the time and place of the Damage.

(g) On patterns, models, moulds, jigs, templates, dies or casts; the cost of repair or replacement (if actually replaced) otherwise the value of such property to the Insured at the time and place of the Damage.

(h) On glass; the cost of repairing or replacing the broken glass including:

temporary shuttering and/or hiring of security service pending replacement of broken glass, sign-writing or ornamentation on glass, replacement burglar alarm tapes or protective films on the glass, removing and refixing of window and show case frames and fittings and heat reflecting material or process on glass.

(i) On empty Premises awaiting demolition; the salvage value of the building materials and/or landlords fixtures and fittings.

(j) On any property the subject of a contract to which the Insured is a party; the amount payable by the Insured under such contract to the other party to the contract or, if the property is replaced, the replacement value at the time and place of replacement, whichever is the greater.

(k) On customers goods for which the Insured is responsible or may be held legally liable in the event of Damage thereto as insured by Section I of this Policy; the replacement cost at the time and place of replacement.

(l) For Property Insured at agreed value, when Damaged property is restored, at actual restoration cost or full agreed value, whichever is lesser. In the event the Damaged property is not restored, settlement shall be at its Indemnity Value or agreed value, whichever is the greater.

(m) On personal property of directors, partners, proprietors and employees, the replacement cost at the time and place of replacement.

(n) In the event of Damage affecting labels, containers or wrappers the Insurers shall not be liable for more than an amount sufficient to pay the cost of new labels, containers or wrappers, and the cost of reconditioning the goods, but in no case shall

the Insurers be liable for more than the insured value of the Damaged merchandise.

(o) On property comprising a pair or set; the difference between the market or replacement value (whichever the greater) before the loss and the market or replacement value (whichever is the greater) after the loss or as otherwise specified elsewhere in this Policy.

(p) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of the loss.
"Fine Arts" are defined as paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones and precious metals.

MEMORANDA TO SECTION I
Except to the extent that Section I of this Policy is hereby modified under the following Memoranda the Conditions and Exclusions of this Policy and the terms, Conditions and limitations applicable to Section I shall apply.

Where the terms of any Memorandum attaching to this Policy are inconsistent with any other terms of the Policy or where the terms of any Memorandum are inconsistent with the terms of any other Memorandum, the terms most favourable to the Insured will prevail.

Where the Schedule states that a Memorandum is subject to a special limit or other Special Provision, the limit or Provision will apply to that Memorandum but not to loss that would otherwise have been covered under the Policy without the Memorandum.

Interests of Other Parties
The Insurers will indemnify, as though they were the named Insured, all parties interested in the Property Insured by this Section I by way of loan, mortgage, lease, hire purchase or other financial agreement automatically without notification or specification; the nature and extent of such interests to be disclosed in the event of Damage. The Insurers shall waive all rights of subrogation that may otherwise have existed against such parties.
At the option of the Insured
(a) this Policy extends to indemnify any other party having a pecuniary or economic interest in the Property Insured. It is understood and agreed that the receipts of any such parties for claims settlements under this Policy in relation to their respective interests shall be a full and sufficient discharge to the Insurers;
(b) Where the insurance covers the interest of more than one party, any act or 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 or neglect whereby the risk of Damage has increased, give notice in writing to the Insurers and on demand pay such reasonable additional Premium as the Insurers may require.
(c) If at the time of Damage to any part of the Property Insured, the Insured has contracted to sell its interests in the Property Insured, but the sale has not been completed, the purchaser shall, at the option of the Insured, be deemed to have been included as an Insured in this Policy so far as it provides cover for Damage to the Property Insured which is the subject of the sale.
Provided that this clause (c) shall not apply to the extent other insurance cover will indemnify the loss.
The Insurers shall waive all rights of subrogation that may otherwise have existed against such parties.

Control of Damaged Property & Branded Goods

This Policy gives control of physically damaged property consisting of work in progress and finished goods to the Insured.
Any salvage of branded goods and/or merchandise, the Insured's own or held by the Insured in trust or on commission, and/or goods sold but not delivered, shall not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale the value of the salvage shall be deemed to be the market value of the goods after brands, labels or names have been removed by or on behalf of the Insured. Alternatively the Insured can elect to have any salvaged stock destroyed under supervision and such stock will then be deemed to have no salvage value and to have been Damaged in circumstances covered by this Policy.

Depreciation of Undamaged Stock

This Policy extends to include loss sustained by the Insured as a result of depreciation of undamaged stock which cannot be processed promptly due to interruption of or interference with the Business in consequence of Damage to any Property Insured hereunder. The amount payable as indemnity shall be determined in accordance with the appropriate provisions of clauses (b) and (c) of the Basis of Settlement.

Reinstatement or Replacement
(Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items (b) to (p) under Basis of Settlement)
The basis upon which the amount payable is to be calculated shall be the cost of Reinstatement of the Damaged Property Insured at the time of its Reinstatement; subject to the following Provisions and subject also to General Conditions of this Policy, the terms and Conditions of Section I and the Limits and Sub Limits of Liability applicable to this Section I.
For the purpose of the insurance under this Memorandum 'Reinstatement' shall mean:-
(a) Where property is lost or destroyed: in the case of a building, the rebuilding thereof or in the case of property other than a building, the replacement thereof by similar property; in either case in a condition equal to, but not better or more extensive than, its condition when new.
(b) Where property is damaged: the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than, its condition when new.

Provisions

(i) The work of rebuilding, replacing, repairing or restoring as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Insured, but subject to the liability of the Insurers not being thereby increased), must be commenced and carried out with reasonable despatch failing which the Insurers shall not be liable to make

any payment beyond the amount which would have been payable under this Section I if the work of rebuilding, replacing, repairing or restoring had been commenced and carried out with reasonable despatch.

(ii) Where any Property Insured to which this Memorandum applies is Damaged beyond repair, the Insured may (subject to the liability of the Insurers not being thereby increased) replace that property with similar property which employs current technology. Such replacement property shall not be regarded as better or more extensive than the condition of the Damaged property when new.

This Section I further extends to include the replacement of undamaged property in so far as it is necessary in order to adapt the remainder of the undamaged property to operate in conjunction with that property which has been Damaged and repaired or replaced.

(iii) The work of Reinstatement may be effected as part of an expansion of the Insured's total production or other facilities, in which case the Insurers' liability shall be limited to the costs that would have been incurred if the total production or other facilities of the Insured at the Situation of the Damage had been restored to the level in existence thereat at the time of the happening of the Damage.

(iv) When any Property Insured to which this Memorandum applies is Damaged 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 had been wholly destroyed.

(v) If the Insured elects to reinstate or replace destroyed property with dissimilar property, whether or not to be used for a similar purpose to the destroyed property, the Insurers shall pay the lesser of:

(1) the cost of the dissimilar property, or
(2) an amount equal to the replacement cost which would have been payable if the destroyed property had been reinstated or replaced with similar property in a condition equal to but not better or more extensive than its condition when new.

(vi) Notwithstanding sub-paragraph (a) of the above-mentioned definition of 'Reinstatement', where any lost or destroyed property is replaced by property which is better or more extensive than its condition when new:
(1) the Insurers shall pay to the Insured the cost which would have been incurred if the lost or destroyed property had been reinstated in accordance with the provisions of clause (a) of the definition of 'Reinstatement', and

(2) the Insured shall bear the balance of the cost of such better or more extensive property.

(vii) Notwithstanding anything to the contrary contained in this Memorandum, if the Insured elects to purchase an existing building or buildings (including or excluding machinery, plant and all other contents, other than stock, therein) then, such replacement(s) shall be deemed to constitute 'Reinstatement' under this Memorandum, subject to the liability of the Insurers not being thereby increased.

In the event that both the total replacement value and the total volume (measured over the roof and external walls) of the building or buildings purchased are less than both the total replacement value and the total volume (measured over the roof and external walls) of the building or buildings destroyed, then, the total amount recoverable hereunder shall include (in respect of that portion of the building volume which is not replaced) an additional amount equal to but not exceeding the equivalent proportion of the amount which would have been payable under this Section I if this provision had not been incorporated herein.

If both the total replacement value and the total quantity of machinery, plant and all other contents (other than stock) purchased are less than both the total replacement value and the total quantity of machinery, plant and all other contents (other than stock) destroyed, then, the total amount recoverable hereunder shall include (in respect of that proportion of the total quantity of machinery, plant and equipment (excluding stocks) which is not replaced) an additional amount equal to but not exceeding the equivalent proportion of the amount which would have been payable under this Section I if this provision had not been incorporated herein.

(viii) Notwithstanding the Output Replacement Clause, where any Damaged property cannot be economically repaired, or due to technological change is incapable of being replaced with the same model or version in a viable format, at the option of the Insured, they may:
Replace the Damaged property with property with a greater total function, capability and/or output.
Provided the replacement property:
(1) represents the manufacturers or alternative manufacturers current equivalent or substitute product to the Damaged property;

(2) does not exceed in value the Sum Insured or the reasonable pre-loss 100% of acquisition cost from the original manufacturers / contractors at the time purchased by Powerchip Technology Corporation for the item Damaged if the value is not individually discernable in the Sum Insured, or the Limit of Liability stated in the Policy Schedule, whichever is the lesser.

Notwithstanding clause (2), should the Insured replace the Damaged property with property of greater monetary value than the amount as stated in clause (2), the Insured shall be regarded as their own insurer for any amount in excess of that stated amount.

Extra Cost of Reinstatement

(Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items (b) to (p) under Basis of Settlement)

This Section I extends to include the extra cost of Reinstatement (including demolition, dismantling, decommissioning, re-commissioning and maintenance) of Damaged and/or undamaged property necessarily incurred to comply with the requirements of any Government Regulation or any By-Law or Regulation of any Municipal or other Statutory or Competent Authority; subject to the following Provisions and subject also to the General Conditions of this Policy, the terms and Conditions of Section I and the Limit or Sub Limit(s) of Liability applicable to this Section I.

Provisions

(i) The work of Reinstatement (which may be carried out wholly or partially upon any other site(s), if the requirements of the aforesaid Regulation or By-Law so necessitate, subject to the liability of the Insurers not being thereby increased), must be commenced and carried out with reasonable despatch given the prevailing circumstances, failing which the Insurers shall not be liable to make any payment beyond the amount which would have been payable under this Section I if the work of rebuilding, replacing, repairing or restoring had been commenced and carried out with reasonable despatch.

(ii) The amount recoverable shall not include the additional cost incurred in complying with any such Regulation, By-Law or requirement with which the Insured had been required to comply prior to the happening of the Damage.

Floor Space Ratio Index (Plot Ratio)

Subject to the General Conditions of this Policy, the terms and Conditions of Section I and the Limit or Sub Limit of Liability applicable to this Section I, in the event of any building or other structure being Damaged and the cost of reinstatement is more than fifty per cent (50%) of the cost of reinstatement if the building or other structure had been totally destroyed and, as a result of the exercise of Statutory powers and/or authority by any Government Departments, Local Government or any other Statutory or Competent Authority, reinstatement is only permissible subject to a reduced floor space ratio index:

The Insurers agree to pay, in addition to any amount payable on reinstatement of such building or other structure, the difference between:-
(a) the actual cost of reinstatement incurred in accordance with the reduced floor space ratio index and
(b) the cost of reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under (a) and (b) above any payments made by the Insurers shall include the extra cost of reinstatement, including demolition or dismantling of the insured property, necessarily incurred to comply with the requirements of any Regulation or any By-Law or Regulation of any Municipal or other Statutory or Competent Authority.
Any payment made for the difference between (a) and (b) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Insured in the reinstatement of the building or other structure.

Output Replacement

Where any Property Insured consists of equipment, machinery or plant having a measurable function, capability or output and if, by reason of the Basis of Settlement Clause, it is necessary to replace such property with a new item or items which perform a similar function or functions, then the Basis of Settlement for such property shall be as follows:

(a) Where any property is to be replaced by an item or items which have the same or a lesser total function, capability or output, then the Basis of Settlement is the new installed cost of such replacement item or items that would give the same total function, capability or output as the property being replaced.

(b) Where any property is to be replaced by an item or items (including cost of foundations) which have a greater total function, capability or output and the new installed cost of such replacement item or items is no greater than the replacement value of the property being replaced, then the Basis of Settlement is the new installed cost of the replacement item or items.

(c) Where any property is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is greater than the replacement value of the Damaged property, then the Basis of Settlement is the greater of the reinstatement value of the property or that proportion of the new installed cost of the replacement item or items which the output of the Damaged property bears to the output of the replacement item or items.

Provided that the amount payable shall not be of lesser value than the new installed cost of such replacement item or items that would give the same total function, capability or output as the property being replaced.

Provided always that where any Damaged property may be properly repaired, the Insurers shall pay the cost of restoration of such Damaged property to a condition substantially the same as (but not better or more extensive than) its condition when new and the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay if such property had been totally destroyed.

Undamaged Foundations

Where any Property Insured hereunder is Damaged but the foundations thereof are not destroyed and (due to the exercising of any statutory powers and/or delegated legislation and/or authority by any Government Department, Local Government or other Statutory or Competent Authority) reinstatement of the Damaged property has to be carried out upon any other site or sites, then the abandoned foundations will be considered as being destroyed.

Provided that if the presence of such abandoned foundations increases the sale value of the original building site, then such increase in sale value shall be regarded as salvage and the amount thereof shall be payable to the Insurers by the Insured upon completion of the sale of the site or shall be deducted from the final amount of any moneys payable by the Insurers, whichever shall occur later.

All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers,

one to be appointed by each of the parties to this contract of insurance. In the event that the two registered valuers do not agree, such differences shall be referred to the decision of a third valuer, appointed by the Institute of Valuers or its equivalent in Taiwan, Republic of China, whose determination shall be final and binding upon the parties.

Undamaged Buildings

Where any building(s) insured hereunder is or are Damaged and (due to the exercising of any statutory powers and/or delegated legislation and/or authority by any Government Department, Local Government or other Statutory or Competent Authority) reinstatement of such building or buildings has to be carried out upon any other site or sites, then the abandoned undamaged portion(s) of such building or buildings will be considered as being destroyed.

Provided that if the presence of such abandoned undamaged portion(s) of the building or buildings increases the sale value of the original building site, then such increase in sale value shall be regarded as salvage and the amount thereof shall be payable to the Insurers by the Insured upon completion of the sale of the site or shall be deducted from the final amount of any moneys payable by the Insurers, whichever shall occur later.

All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers, one to be appointed by each of the parties to this contract of insurance. In the event that the two registered valuers do not agree, such differences shall be referred to the decision of a third valuer, appointed by the Institute of Valuers, or its equivalent in Taiwan, Republic of China, whose determination shall be final and binding upon the parties.

Undamaged Ancillary and/or Peripheral Equipment

Where any machinery, plant or equipment is destroyed but ancillary and/or peripheral equipment, utilised in conjunction therewith, is not destroyed but is nevertheless rendered superfluous or unusable upon replacement of the destroyed property, then such ancillary and/or peripheral equipment will be considered as being destroyed.

Provided that if such ancillary and/or peripheral equipment is saleable as salvage, then such property shall be sold and the amount realised from the salvage sale shall be payable by the Insured to the Insurers.

Existing Property Undergoing Internal Removal, Installation or Dismantling

This Policy covers Damage to Property Insured during the process of internal removal (including associated dismantling and reinstallation), installation or dismantling for the purpose of maintenance, repair or similar works within the Premises.

Third Party Property In the Custody of Insured

At the option of the Insured, this Policy extends to cover property belonging to the Insured's customers, suppliers, contractors or sub-contractors indemnified herein whilst at the Insured Premises described herein.

Off Premises Clause (Outside Location Clause)

Property Insured under this Policy, removed to other Premises is allowed and insured, provided that the Insurers shall not be liable for any amount exceeding the amount of the Sub Limit of Liability stated in the Schedule against 'Off Premises Property in the Custody of Third Party(ies)', unless otherwise specifically agreed in writing.

This Memorandum does not apply to stock:
(a) removed to customers premises;
(b) whilst in transit;
(c) removed to anywhere for exhibition.

Property in Transit

This Policy extends to cover Property Insured whilst in transit by land, where the transit initially began prior to the expiry date of this Policy, from the time the Property Insured is first moved within any Premises or location situated within the Territorial Limits of this Policy where such property is located for purposes of first loading, and continuing for the period whilst in transit to any port or destination including temporary storage, during any deviation from the initially planned transit and until the property has been delivered and unloaded at its final destination and formal handover is acknowledged by the recipient. Final destination for these purposes shall mean the appointed premises or point of delivery as set out in the contract of affreightment, or if there is no written contract, the destination as stipulated by the consignor, irrespective of whether that date is after the expiry of the of this Policy.

This Memorandum covers physical damage only, the business interruption loss consequential upon shall not be covered.

For the purpose of this Memorandum only, the under noted Exclusions shall be deemed inoperative:

Property Exclusion – 1.

Perils Exclusions – 3(a)(i), 3(a)(ii), 3(b) in respect of scratching or marring only and 5(b).
This insurance also covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss which is insured hereunder.

The Insurer(s) shall not be liable under this Policy for:
(a) loss, damage or expense caused by inherent vice or nature of any property insured hereunder,
(b) ordinary leakage, ordinary loss in weight or volume of any property insured hereunder;
(c) loss, damage or expense proximately caused by delay; except for any expenses payable in connection with general average and

salvage charges as mentioned above;

(d) loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of any vessel;

(e) loss, damage or expense arising from:

unseaworthiness or unfitness of the conveying vessel or craft, conveyance, container or liftvan for the safe carriage of property insured hereunder, but only where the Insured or their servants are privy to such unseaworthiness or unfitness at the time the property insured is loaded.

Pairs & Sets

This Policy covers the reduction in value of Property Insured that is a part of pairs, sets, or components, which result from Damage to other parts of pairs, sets or components. Following Damage to one or more parts of the pair, set or component the Insured has the option of settlement on the basis of a total loss. In the event the Insured takes this option the Insured undertakes to surrender the undamaged remaining article or articles of the pair set or components to the Insurers.

Changes in Temperature Controlled Environment

This Policy covers Damage to stock caused by or arising from changes in any temperature controlled environment, where such change arises out of mechanical, hydraulic, electrical or electronic breakdown of the temperature controlling equipment, for a period of not less that twelve (12) hours, following which the appropriate Deductible shown in the Policy Schedule will be applied to the full loss.

Machinery Breakdown

This Policy extends to indemnify the Insured for:

(1) Damage to Machinery forming part of the Property Insured occasioned by or happening through any mechanical, electrical, electromechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of any kind except as otherwise specifically excluded.

(2) loss resulting from interruption of or interference with the Business in consequence of such destruction or Damage.

Subsequent Damage to Property Insured, other than the machine suffering the direct damage shall not be regarded as loss by Machinery Breakdown.

This Policy applies to Machinery within the precincts of the Situation described in the Schedule whilst the Machinery is working or at rest or being dismantled, moved, reassembled or reinstalled for the purpose of cleaning, inspection, adjustment, repair, overhaul or relocation; but only after completion of successful commissioning at the Situation.

For the purpose of this Memorandum:-

1. The liability of the Insurers under Section I of this Policy shall not exceed the amount of the Sub Limit of Liability stated in the Schedule against 'Machinery Breakdown'.
2. 'Machinery' means any apparatus, including electronic control equipment, whether or not functioning independently or as part of a collection of apparatus which generates, contains, controls, transmits, receives, transforms or utilises any form or source of energy or power, as now existing or hereafter acquired, the Insured's own, held in trust or on commission or for which the Insured is or may become liable or has accepted responsibility.
3. The Insurers shall not be liable for Damage (as insured by this Memorandum) to the following property:-
   - (a) where such Damage is due to cracks or fractures, any sewer piping, underground gas piping, piping forming part of any sprinkler system or water piping other than boiler feed water piping, boiler condensate return piping or water piping connecting to or used with an air conditioning system;
   - (b) any vehicle or mobile equipment whilst being driven on a public thoroughfare (but Damage to such vehicle or mobile equipment whilst being used at any situation as a tool of trade is not excluded);
   - (c) any aircraft or floating vessel;
   - (d) any X-Ray machine, spectrograph, gauges or other apparatus using radioactive materials;
   - (e) any elevator, penstock, draft tube well or well casing;
   - (f) any steam or gas turbine-generator with a capacity exceeding 250 horsepower or equivalent;
   - (g) electrical wiring and fittings associated with lighting and power circuits.
4. The Insurers shall not be liable for Damage (as insured by this Memorandum) to Machinery in respect of:
   - (a) (i) wear and tear and gradual deterioration (whether by wasting, grooving, rust, corrosion, erosion or otherwise) nor for the cost of maintenance work generally;
     (ii) gradually developing flaws, cracks or partial fractures;

     Provided that the Exclusions expressed in sub paragraphs 4(a)(i) and 4(a)(ii) above shall be limited to the part(s) of the Machinery immediately and directly so affected and shall not apply to any other part(s) of the Machinery which may suffer Damage in consequence thereof.
   - (b) repair or renewal of non-metallic parts other than the insulation of electrical conductors, expendable tools, blades, edges, moulds, dies, templates, screens, sieves, ropes, belts and like items subject to rapid wear and tear unless repair or renewal thereof is necessitated by the occurrence of Damage to any other part(s) of the Machinery;
   - (c) Damage:
     (i) arising from the imposition of abnormal conditions directly resulting from willful overload in excess of existing design specifications (including accepted tolerances) of Machinery, it being understood that this Exclusion (c)(i) shall not exclude damage resulting from any testing of Machinery during it's bringing up from shutdown, provided that such operations are within normal industry practices or guidelines.

     The checking of the correct working of Machinery or of its safety installations is not considered to be testing or experimenting in the context of this Exclusion 4(c)(i).

     (ii) to the Machinery resulting from faults or defects therein known to the Insured or to responsible employees of the Insured but not disclosed to the Insurers at the commencement of each Period of Insurance;
   - (d) loss of use or any other consequential loss except as provided in Section II of this Policy or within this Memorandum.

5. The Basis of Settlement under Section I of this Policy shall be, at the option of the Insured, in accordance with Alternative Basis of Settlement A or Alternative Basis of Settlement B as set forth below:

Alternative Basis of Settlement A

The basis upon which the amount payable is to be calculated shall be indemnity, which shall mean:

(i) In the case of repairable Damage - the cost of restoration to normal working order comprising the value of replacement parts, labour charges at standard rates of wages, transport costs at ordinary rates and customs dues or other imposts if levied. The value of any Damaged parts replaced which can be re-used in any way whatsoever may be deducted.

(ii) In the case of total loss or destruction - the market value of the Machinery immediately prior to the occurrence of the Damage plus the cost of dismantling necessary to remove the item from its installed position but minus the value of any salvage. An item will be deemed a total loss if the cost of repair as defined in paragraph 5(i) equals or exceeds the market value immediately prior to the occurrence of the Damage.

(iii) In the event that any Machinery is not repaired, rebuilt or replaced, the basis of adjustment shall be the Indemnity Value.

Alternative Basis of Settlement B

The basis upon which the amount payable is to be calculated shall be replacement in accordance with the Reinstatement and Replacement, Extra Cost of Reinstatement and Output Replacement Memoranda to Section I of this Policy.

6. The insurance provided under this Memorandum:

(a) shall extend to include any payments incurred by the Insured in respect of the costs and expenses as described in Section I - The Indemnity; and

(b) shall include the benefits described in the Memoranda to Section I

to the extent that costs and expenses are incurred by the Insured and/or any of the circumstances described in the Section I Memoranda may apply.

8. Perils Exclusions 3(a), 3(c), 3(e) and 5(b) of this Policy are deemed inoperative.

Boiler and/or Pressure Vessel

This Policy extends to indemnify the Insured for:

(1) Damage to any boiler, economiser and/or pressure vessel, including mountings, fittings, pipes, valves and other apparatus thereof or thereon (hereinafter referred to as the 'Plant'), caused by or arising out of the Explosion or Collapse of such Plant.

(2) loss resulting from interruption of or interference with the Business in consequence of such destruction or Damage.

For the purpose of this Memorandum:-

1. The liability of the Insurers under Section I of this Policy shall not exceed the amount of the Sub Limit of Liability stated in the Schedule against 'Boiler Explosion'.

2. 'Explosion' means the violent rending of the permanent structure of the Plant by force of internal steam or fluid pressure causing bodily displacement of any part of the structure together with forcible ejectment of the contents. Except in the case of a steam test, at a pressure not exceeding the maximum pressure permitted by the inspecting authority, the term 'Explosion' shall not mean failure under any test.

3. 'Collapse' means the dangerous distortion of any part of the permanent structure of the Plant by bending or crushing caused by force of steam or fluid pressure whether attended by rupture or not. Except in the case of a steam test, at a pressure not exceeding the maximum pressure permitted by the inspecting authority, the term 'Collapse' shall not mean failure under any test.

4. The following defects do not constitute Explosion or Collapse, even though repair or replacement may be necessary:-

(a) wearing away or wasting of the material of the Plant whether by leakage, corrosion or by the action of the fuel or otherwise;

(b) slowly developing deformation or distortion of any part of the Plant;

(c) cracks, fractures, blisters, laminations, flaws or grooving even when accompanied by leakage or Damage to tubes, headers or other parts of the Plant caused by overheating or leakage at seams, tubes or other parts of the Plant;

(d) failure of joints;

but Explosion or Collapse arising from any such defect is not excluded hereby.

5. The following Specific Exclusions shall apply:

The Insurers shall not be liable for Damage to any Plant if at the time of the Damage:

(a) the load on the safety valve(s) upon the particular item of Plant was in excess of that permitted by the latest certificate issued in accordance with any Statute or Regulation thereunder applicable thereto; or

(b) any safety valve limiting the pressure is removed or rendered inoperative; or

(c) such Plant has not been duly certified where certificates of inspection are required by any Statute or Regulation thereunder;

unless the Insured can prove that the Insured did not consent to the Plant being operated in any of the circumstances described in sub paragraphs 5(a) to 5(c) above; or

(d) such Plant is undergoing the application of any hydraulic test and the Damage is occasioned thereby.

The checking of the correct working of Plant or of its safety installations is not considered to be the application of a hydraulic test in the context of this sub-paragraph 4(d).

6. The Basis of Settlement under this Memorandum of the Policy shall be, at the option of the Insured, in accordance with Alternative Basis of Settlement A or Alternative Basis of Settlement B as set forth below:

Alternative Basis of Settlement A

The basis upon which the amount payable is to be calculated shall be indemnity, which shall mean:

(a) In the case of repairable damage - the cost of restoration to normal working order comprising the value of replacement parts, labour charges at standard rates of wages, transport costs at ordinary rates and customs dues or other imposts if levied. The value of any damaged parts replaced which can be re-used in any way whatsoever may be deducted.

(b) In the case of total loss or destruction - the market value of the Plant immediately prior to the occurrence of the damage plus the cost of dismantling necessary to remove the item from its installed position but minus the value of any salvage. An item will be deemed a total loss if the cost of repair as defined in paragraph 6(a) equals or exceeds the market value immediately prior to the occurrence of the damage.

(c) In the event that any Plant is not repaired, rebuilt or replaced, the basis of adjustment shall be the Indemnity Value.

Alternative Basis of Settlement B

The basis upon which the amount payable is to be calculated shall be replacement in accordance with the Reinstatement and Replacement, Extra Cost of Reinstatement and Output Replacement Memoranda to Section I of this Policy.

7. The insurance provided under this Memorandum:

(a) shall extend to include any payments incurred by the Insured in respect of the costs and expenses as described in Section I - The Indemnity; and

(b) shall include the benefits described in the Memoranda to Section I;

to the extent that costs and expenses are incurred by the Insured and/or any of the circumstances described in the Section I Memoranda may apply.

8. Perils Exclusions 3(a), 3(c), 3(e) and 5(b) of this Policy are deemed inoperative.

Vehicle Load
In the event of any of the Insured's vehicles being left loaded overnight whilst in and/or on the Premises the Insurers will indemnify the Insured in respect of such load in the event of Damage.

Subject to the Sub-Limit of Liability stated in the Schedule.

Reinstatement of Damage by the Insured
In the event of any claim hereunder the Insured may reinstate Damaged Property Insured and the Insurers shall pay the cost of such reinstatement, (including the value of labour and other overhead charges expended thereon together with a reasonable margin for the profit).

Provided always that the liability of the Insurers shall not exceed the amount which would otherwise have been payable had such reinstatement been carried out by independent contractors.

Immediate Repairs
In the event of Damage, the Insured if they so elect, may immediately begin repairs or reconstruction. Provided such work shall at all times be open to supervision by the Insurers and in case of dispute as to the cost of repair and/or reconstruction, the loss shall be settled in accordance with the terms of this Policy. The sole object of this clause being not to deprive the Insured from the use of operating properties which may be necessary to their Business.

Deliberate Damage
Notwithstanding anything contained in this Policy to the contrary, this Policy extends to cover Damage to Property Insured or expenses incurred by the Insured directly caused by any act or order of any Governmental Authority acting under the power vested in them to prevent or mitigate the pollution hazard or threat thereof, resulting directly from Damage to Property Insured if insured by this Policy provided such act of Governmental Authority has not resulted from lack of due diligence by the Insured to prevent or mitigate such hazard or threat.

Shut Down/ Start Up Costs
Notwithstanding anything contained in this Policy to the contrary, this Policy extends to cover shut down and start up costs reasonably incurred by the Insured, or others on behalf of the Insured, consequent upon Damage insured by this Policy.

Destruction of Undamaged Property
In the event that it is or may become necessary to dismantle or demolish or damage or destroy any undamaged property in order to effect the reinstatement, replacement or repair of Property Insured which has been Damaged by any cause or circumstance not excluded hereunder:-

The Insurers will indemnify the Insured for:

(a) the cost of dismantling, demolishing, damaging or destroying such sound property, together with the cost of removing, storing and/or disposing of any debris arising therefrom, and
(b) the cost of reinstating or replacing or repairing such property, in accordance with the applicable Basis of Settlement Clause(s)

of this Section I.

Expenses Related to Reducing Loss (Sue And Labour)
In the case of actual or imminent Damage it shall be lawful for the Insured, their factors, servants, and assignees to take all reasonable steps necessary to defend, safeguard and recover the Property Insured hereunder, or any part thereof or to otherwise minimise Damage, without prejudice to this Policy, nor shall acts of the Insured or the Insurers in recovering, saving and preserving the Property Insured following Damage be considered a waiver or an acceptance of abandonment; all such expenses incurred are covered by this Section I.

Value Reporting & Premium Adjustment Clause

In consideration of the premium for stock under this Policy being provisionally calculated on 50% of the sum insured thereby the Insured agrees to declare in writing to the Company the value of this stocks at expiry and if a declaration be not so given the Insured shall be deemed to have declared the Maximum Sum Insured as the value.

If the property described in (the said item of) this Policy is also insured under any other policy, the value declared shall be that proportion of the total value of the property which the sum insured on such property under this policy bears to the total of the sum insured under all policies on such property.

The value declared shall be the average of the values at risk on each day of the period between each declaration.

The maximum liability of the Company shall not exceed the sum insured hereby, and premium shall not be receivable on values in excess thereof. The sum insured, however, be increased by prior agreement within the company in which event the new sum insured and the date from which it is effective be recorded on the policy by endorsement.

On the expiry of each period of insurance the actual premium (for the said Item) shall be calculated at agreed rate on the average amount declared. If the actual premium is greater than the provisional premium paid, the Insured shall pay the difference; if it be less, the difference shall be repaid to the Insured.

In consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium of the amount of the loss from the date thereof to the date of the expiry of the period of insurance

明台產物商業火災綜合保險(○○股份有限公司) 0004M97059

ACCIDENTAL DAMAGE INSURANCE POLICY
(PROPERTY DAMAGE and BUSINESS INTERRUPTION)

INDEMNITY – SECTIONS 1 and 2

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged and the business carried on by the Insured at the premises be in Consequence thereof interrupted of interfered with other than by an excluded cause at any time during the period or insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy.

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental direct physical loss or destruction or the amount of such accidental direct physical damage (accidental direct physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof and the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained

provided that

(巨&外 039)

(a) the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby

(2) any limit of liability shown in the schedule

(b) at the time of the happening of damage from interruption or interference there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that

(1) payment shall have been made or liability admitted therefore or

(2) payment would have been made or liability would have been admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS – SECTIONS 1 and 2

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:
   (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
   (3) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.
   (3) loss or damage to Stock or materials when loss is caused by manufacturing or processing operations.
   unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage.
   (b) (1) collapse or cracking of buildings
   (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus mold shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching
   unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy
   (c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
   (2) acts of fraud or dishonesty of the employees
   (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
   (4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
   (5) mechanical or electrical breakdown or derangement of machinery or equipment
   (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused unless
   (i) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   (ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

   (d) (1) coastal or river erosion
   (2) subsidence ground heave or landslip
   (3) normal settlement or bedding down of new structures
   (4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
   (5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:
   (a) any willful act or willful negligence on the part of the Insured or any person acting loss on his behalf
   (b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:
   (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
   (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
   (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

   For the purpose of this Exclusion A3 (c) "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear
   (d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
   (2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

   provided that the Insurers are not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy
   (e) the destruction of property by order of any public authority
   In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
   (a) nuclear weapons material
   (b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
   Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

5. Pollution Exclusion – This policy does not insure against loss or damage due to the discharge, dispersal, seepage, migration, release or escape of Pollutants, unless the discharge, dispersal, seepage, migration, release or escape is directly caused by physical loss or damage not otherwise excluded.

B. EXCLUDED PROPERTY

This Policy does not cover:
1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only

in respect of the perils specified below

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

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

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

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

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

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

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

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

(f) livestock growing crops or trees

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

(h) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations

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

(j) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of under insurance.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the schedule.

GENERAL CONDITIONS – SECTIONS 1 and 2

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy
Or
(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party.

In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed.

The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage obtains the sanction of the Insurer signified by endorsement upon the Policy, by or on behalf of the Insurer.
(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall
(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.
(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(2) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

14. JURISDICTION

Should any dispute arise between the Insured and the Insurers regarding the interpretation or the application of this Policy the Insurers will, at the request of the Insured, submit to the jurisdiction of any competent Court in Taiwan, Republic of China. Such dispute shall be determined in accordance with the practice applicable to such Court and in accordance with the laws of Taiwan, Republic of China.

SECTION 2 – BUSINESS INTERRUPTION

Item No.1

The insurance under item 1 of this policy is limited to loss of Gross Profit due to A) Reduction in turnover, and B) Increase in cost of working due to physical loss, destruction or damage and the amount payable as indemnity thereunder shall be insured under Section 1 or which would be covered but for the application of the Deductible under Section 1.

A) In respect of reduction in turnover:
The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the loss, destruction or damage, fall short of the standard turnover

B) In respect of increase in cost of working:
The additional expenditure (subject to the provisions of memorandum) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided

Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as any cease or be reduced in consequence of the damage.

Provided that if the sum insured by this item be less than the sum provided by applying the rate of gross profit to

100% of the Annual Turnover

The amount payable shall be proportionately reduced

Item No.2

The insurance under Item No.2 of this policy is limited to loss in respect of wages due to physical loss, destruction or and the amount payable as indemnity thereunder shall be insured under Section I or which would be but for the application of the Deductible under Section 1:

A) In respect of reduction in turnover
During the portion of the indemnity period beginning with the occurrence of the damage and ending not later than 12 months thereafter

The sum produced by applying the rate of wages to the shortage in turnover during the said portion of the indemnity period

Less any saving during the said portion of the indemnity period through reduction in consequence of the damage in the amount of wages paid

B) In respect of increase in cost of working
So much of the additional expenditure described in clause B) of Item 1 as exceeds the amount payable thereunder But not more than the additional amount which would have been payable in respect of reduction in turnover under the provisions of the Clause A) of this Item had such expenditure not been incurred

Provided that if the Sum insured by this item be less than the sum produced by applying the rate wages to

100% of the Annual Turnover

The amount payable shall be proportionately reduced.

Item No.3

The insurance under Item No.3 of this policy is limited to the reasonable fees payable by the Insured to their auditors for producing and certifying any particulars of details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be requited by the Insurer.

Idle Periods – This policy does not insure against Time Element loss for any period during which business would not or could not have been conducted for any reason other than physical damage of the type insured against.

DEFINITIONS – SECTION 2

Gross Profit

The amount by which
(I) The sum of the amount of the turnover and the amount of the closing stock shall exceed
(II) The sum of the opening stock and the amount of the specified working expenses

Note the amounts of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, Due provision being made for depreciation

Specified Working Expenses

1. 100% of purchases (less discount received)
2. 100% of wages
3. 100% of the following expenses

Non-continued Expense

Note the words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the insured

Wages

The remuneration(including National Insurance ,bonuses ,holiday pay ,staff retirement ,medical expenses and the line) of all employees

Turnover

The money(less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

Indemnity Period

The period beginning with the occurrence of the damage and ending not later than Twelve (12) Months, thereafter during which the results of the business shall be affected in consequence of the damage.

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ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby

(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:

(a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
(4) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment
(6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

unless

(i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:

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

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

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

If the property hereby insured shall, at the commencement of any Damage, be collectively of greater value than the sum insured

thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this Condition.

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.

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

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.
(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(3) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.
The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

YEAR 2000 EXCLUSION CLAUSE

This policy does not provide insurance in respect of LOSS DESTRUCTION or DAMAGE or CONSEQUENTIAL LOSS directly or indirectly caused by or consisting of 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.

1. correctly to recognize any date as its true calendar date
2. 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 or otherwise than as its true calendar date
3. to capture, save, 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, retain or correctly to process such data on or after any date

but this shall not excluded subsequent LOSS DESTRUCTION or DAMAGE or CONSEQUENTILA LOSS not otherwise excluded, which itself results from any cause not specifically excluded from the policy.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excluded 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;

(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 organization(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, 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 underwriters allege that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this Policy, the burden of proving the contrary shall be upon the Assured.

CYBER EXCLUSION CLAUSE

Property Damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not included 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 the Agreement:

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 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.

REPLACEMENT COST CLAUSE

Loss, if any, shall be adjusted as following;

A. The provisions of this policy applicable to the property described as covered on a replacement cost" (without deduction for depreciation) for the term "Actual Cash Value" wherever it appears in this policy.

B. This policy does not cover the following property on a replacement cost basis:
   1) Stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;
   2) Property of others;
   3) Books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, cell, and other magnetic recording or storage media);
   4) Painting, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art rarity of antiquity.

C. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amount:
   1) The amount of this Policy applicable to the damaged or destroyed property;
   2) The replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or
   3) The amount actually and necessarily expended in repairing or replacing said property or any part thereof.

(巨&外 061)

明台產物商業火災綜合保險(○○股份有限公司) 0004M97075

ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:
   (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
   (5) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

   (b) (1) collapse or cracking of buildings
   (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

   (c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
   (2) acts of fraud or dishonesty
   (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
   (4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
   (5) mechanical or electrical breakdown or derangement of machinery or equipment
   (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused unless

   (i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   (ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

   (d) (1) coastal or river erosion
   (2) subsidence ground heave or landslip
   (3) normal settlement or bedding down of new structures
   (4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
   (5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:
   (a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
   (b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:
1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained

after the application of all other terms and conditions of the policy including any condition of Average.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the schedule.

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

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

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

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

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

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

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately

(1) take steps to minimize the loss or damage and recover any missing property.

(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(4) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (BUSINESS INTERRUPTION) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be accidentally lost destroyed or damaged (such accidental loss destruction or damage being hereinafter termed damage) other than by an excluded cause at any time during the period of insurance stated in the schedule or of any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with

Then the Insurer will pay to the Insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that:

(a) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that
(1) payment shall have been made or liability admitted therefore or

(2) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

(b) the liability of the Insurer in any one period of insurance shall in no case exceed –

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby

(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUDED CLAUSES

This policy does not cover loss resulting from

1. Damage caused by:

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

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

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

(b) (1) collapse or cracking of buildings

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

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

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

(2) acts of fraud or dishonesty

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

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

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

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

unless

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

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

(d) (1) coastal or river erosion

(2) subsidence ground heave or landslip

(3) normal settlement or bedding down of new structures

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

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

2. Damage to:

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

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

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

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

(b) due to the presence of a magnetic flux

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

4. Damage to:

(a) fixed glass

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

(c) electronic installations computers and data processing equipment

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

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

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

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

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

5. Damage to:

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

6. Damage caused by or arising from
(a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf
(b) cessation of work

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

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

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

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

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

In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

8. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 8(b) combustion shall include any self-sustaining process of nuclear fission

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

DEDUCTIBLES
This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.

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

CONDITIONS

1. IDENTIFICATION
This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION
If there be any material misdescription of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy.

3. CANCELLATION
This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to pay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation

4. FORFEITURE
All benefit under this Policy shall be forfeited
(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy
Or
(b) if any claim be made and rejected and an action or suit is not commenced

within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the references and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority of powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon the Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATION

The Insurance by this Policy shall cease if

(a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or

(b) the Insured's interest cease otherwise than by death, or

(c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased

at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. CLAIMS

On the happening of any damage in consequence of which a claim is or may be under this Policy, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claims under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

10. TIME LIMIT

In no case whatever shall the Insurer be liable in respect of any claim under this Policy after the expiration of

(a) one year from the end of the Indemnity Period or, if later

(b) three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

11. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy.

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:

(a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
(6) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in color flavor texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economizers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

unless

(i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:
(a) any willful act or willful negligence on the part of the Insured or any person acting loss on his behalf
(b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

3. Damage occasioned directly or indirectly by or through or in consequence of any the following occurrences, namely:
(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.
For the purpose of this Exclusion A3 (c) "Terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear
(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewelry precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment
but this shall not exclude Damage (not otherwise excluded) caused by fire lightning explosion aircraft riot strikers locked-out workers persons taking part in labor disturbances malicious persons impact by any road vehicle or animals earthquake windstorm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes.
2. Unless specifically mentioned as insured by this Policy goods held in trust or on commission documents manuscripts business books computer systems records patterns models moulds plans designs explosives
3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
(i) property more specifically insured
4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
5. Damage to boilers economizers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the schedule.

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on 90 days written notice prior to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.
(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof,

or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

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

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

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

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

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
  (1) take steps to minimize the loss or damage and recover any missing property.
  (2) give notice in writing to the Insurer and
  (3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage

(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
  (1) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
  (2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.

(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.

(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.

(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

The Insured shall maintain the property in a proper state of repair and take all reasonable

EXCLUDED CLAUSES

This policy does not cover loss resulting from

1. Damage caused by:
   - (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
     (2) interruption or the water supply gas electricity or fuel systems or failure of the effluent disposal systems to or from the Premises

     unless Damage by a caused not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   - (b) (1) collapse or cracking of buildings
     (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change of color flavor texture or finish action of light vermin insects marring or scratching

     unless such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy
   - (c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
     (2) acts of fraud or dishonesty
     (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortages in supply or delivery of materials or shortage due to clerical or accounting error
     (4) cracking fracturing collapse or overheating of boilers economizers vessels tubes or pipes nipple leakage or the failure of welds of boilers
     (5) mechanical or electrical breakdown or derangement of machinery or equipment
     (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

     unless
     (1) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
     (2) such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy
   - (d) (1) coastal or river erosion
     (2) subsidence ground heave or landslip
     (3) normal settlement or bedding down of new structures
     (4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
     (5) the freezing solidification or inadvertent escape of molten material

2. Damage to:
   - (a) property as a result of its undergoing any process
   - (b) property in transit other than within the premises specified in the Schedule

3. Damage resulting from erasure or distortion of information on computer systems or other records:
   - (a) whilst mounted in or on any machine or data processing apparatus or
   - (b) due to the presence of a magnetic flux

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

4. Damage to:
   - (a) fixed glass
   - (b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
   - (c) electronic installations computers and data processing equipment
   - (d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft or aircraft spacecraft or the like
   - (e) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
   - (f) plant machinery or equipment during installation removal or resetting (including dismantling and re-erection) if directly

attributable to such operations

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

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

5. Damage to:
   (a) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
   (b) livestock growing crops or trees

6. Damage caused by or arising from
   (a) any willful act or willful negligence on the part of the Insured or any person acting on his behalf
   (b) cessation of work

7. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely
   (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
   (b) mutiny civil commotion assuming the proportions or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
   (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.
   For the purpose of Exclusion 7(c) above, "terrorism" means the use of violence for political ends includes any use of violence for the purpose of putting the public or any section of the public in fear
   (d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
   (2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person
   Provided that the Insurers are not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by this policy
   (e) the destruction of property by order of any public authority

   In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

8. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
   (a) nuclear weapons material
   (b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 8(b) combustion shall include any self-sustaining process of nuclear fission

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

DEDUCTIBLES

This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles in the schedule.

CONDITIONS

1. IDENTIFICATION
   This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION
   If there be any material misdescription of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy.

3. CANCELLATION
   This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on 90 days written notice prior to that effect being given to the Insured, in which case the Insurer shall be liable to pay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE
   All benefit under this Policy shall be forfeite
   (a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

   or

   (b) if any claim be made and rejected and an action or suit is not commenced

within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the references and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority of powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon the Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATION

The Insurance by this Policy shall cease if

(a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or

(b) the Insured's interest cease otherwise than by death, or

(c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased

at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. CLAIMS

On the happening of any damage in consequence of which a claim is or may be under this Policy, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting there from.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claims under this Policy shall be payable unless the terms of this condition

have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

10. TIME LIMIT

In no case whatever shall the Insurer be liable in respect of any claim under this Policy after the expiration of

(a) one year from the end of the Indemnity Period or, if later

(b) three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

11. REASONABLE PRECAUTIONS

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

UNNAMED LOCATION CLAUSE

This policy extends to cover unnamed locations with a sub-limit of NT$. subject to per occurrence of insured event by per location and also subject to 90 days declaration following the date of acquisition.

DEBRIS REMOVAL CLAUSE

It is hereby declared and agreed that the insurance of this policy shall include all costs and expenses necessarily incurred by the insured in removal of debris, dismantling or demolishing, shoring up or propping of the portions of property by the said items destroyed and damaged by fire or by any other peril hereby insured against. Provided the total amount recoverable under this clause shall in no case exceed 15% of the loss amount on property in respect of any item being not otherwise exhausted or Max. NT$ 10,000,000.- whichever is less for each loss.

REMOVAL COST OF POLLUTION FROM PERILS COVERED

Decontamination and Clean Up Expense If insured property is contaminated as a direct result of physical damage insured by this Policy 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 Additional Coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage.
The Company 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.

NEW ACQUISITIONS CLAUSE

Any other acquisition of any new situation or property shall be covered hereunder on a provisional basis. This provisional coverage shall commence at the moment that the Insured acquires for the first time an insurable participation in the new location(s) and shall cease 90 days after the date of the said first acquisitions or when reported to and accepted by the Insurers for the full policy limits, or the expiry of the policy, whichever occurs first. The cover provided in respect of such acquisitions is subject to 10% of each item or Max. NT$

FIRE FIGHTING EXPENSE CLAUSE

This policy covers the following expenses resulting from a peril insured against :
a. fire brigade charges and other extinguishing expenses for which the Insured may be assessed ;
b. loss of fire extinguishing materials expended.

The Limit of liability hereunder is NT$.- in the aggregate on the whole Policy.

80% CO-INSURANCE CLAUSE

Notwithstanding the clause of “UNDER INSURANCE” contained in this policy, whenever a sum insured is declared to be subject to the special condition of average, then if such sum shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against, be less than four-fifths (80%) of the value of the property insured for that amount the insured shall be considered as being his own insurer for the difference between the sum insured and the full value of the property insured at the time of such fire or at the commencement of such destruction or damage and shall bear a ratable share of the loss accordingly.

EXTRA EXPENSE CLAUSE

1. Extra expense incurred resulting from loss, damage, or destruction to property by any of the perils covered herein during the term of this policy.
2. Extra expense means necessary expense insured incur during the「period of restoration」that insured would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered cause of loss.
3. The total payments under this clause is limited to

PERSONAL EFFECTS CLAUSE

This Policy is extended to cover such personal effects and wearing apparel of any of the officials and employees of the insured for which the insured may elect to assume liability while located on business premises of the insured in accordance with the coverage hereof, but loss, if any on such property shall be adjusted with and payable to the employees. The limit of the company’s liability under this extension is NT$2,000.-
per person and the maximum is NT$.- for all people.

OFF PREMISES CLAUSE

Notwithstanding anything contained herein to the contrary, it is agreed that regarding stock and/or property insured under this Policy, removal to other enclosed premises is allowed, provided that the company shall not be liable for an amount exceeding of 5% the total stock and/or property value at the time of loss or Max. NT$.- whichever is less.
This extension does not apply to stock:
1. Removal to customers premises.
2. Whilst in transit.
3. Removed to any where for exhibition.

PAYMENTS ON ACCOUNT CLAUSE

It is hereby agreed and declared that progress payments on account of any loss recoverable under this Policy will be made the insured at such stages as may be mutually agreed upon if desired provided that such payments are declared from the finally agreed claim settlement figures.

PREMISES CLAUSE

This Policy is extended to cover property described herein whilst in or on platform, alleys, yards, outbuildings and/or in the open air on the premises described herein.

VEHICLE LOAD CLAUSE

In the event of the Insured's vehicles being left loaded overnight whilst in and/on the premises described in the Schedule hereto the Company will indemnity the Insured in respect of such load in the event of loss or damage by any of the perils insured against this Policy. Subject otherwise to the terms, conditions and exceptions of this Policy.

PROFESSIONAL FEES CLAUSE

The insurance under this policy extends to cover Architects', Surveyors', and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing and claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of the Professional Charges of The Institution of Taipei Surveyors and/or the Association of Consulting Engineers as the case may be, or of the respective equivalent local body, subject to 5% of the Total Loss Amount, or Max. NT$.-. whichever is less for each loss. The total liability under this policy for both loss to property and such fees shall not exceed the amount of the insurance applying under this policy to the property covered.

ALL OTHER CONTENTS CLAUSE

It is agreed that the term "ALL Other Contents" is understood to include:
(1) Money and stamps not otherwise specifically insured for an amount not exceeding NT$.-
(2) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labor expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding NT$.- in respect of any one document, manuscript or business book.
(3) Computer system records but only for the value of the materials together with the cost of clerical labor 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 for an amount not exceeding NT$
(4) Patterns, model, moulds, plans and designs, for an amount not exceeding NT$.- in respect of any one pattern, model, mould, plan or design and so far as they are not otherwise insured:
Provided the Limit of Liability is shown on the Schedule.

CARE, CUSTODY AND CONTROL CLAUSE

Liability for damage to property leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:
1. Premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work there on (but no indemnity is granted for damage to that part of the property on which the Insured is working which arise out of such work)
2. Employee' and visitors' clothing and personal effects premises tenanted by the Insured to the extent that Insured would be held liable in the absence of any specific agreement.

72-HOUR CLAUSE

It is agreed that any loss of or damage to the Insured Property arising during any one period of 72 consecutive hours, caused by flood, storm, tempest, water damage, earthquake, subsidence or collapse shall be deemed as a single event and therefore to constitute on occurrence with regard to the Retained Liability provided for in the Schedule.

FIRST LOSS INSURANCE CLAUSE (For Burglary)

It is hereby declared and agreed that the property covered against perils Insured under this Policy is based on First Loss Insurance. During Policy period, Loss, If any, due to burglary, will be indemnified on an actual loss basis and article 6, "Contribution clause" in the general conditions under this Policy does not apply. However, loss accumulated during the policy period shall not exceed the Total Sum Insured.

DEMOLITION AND INCREASED COST OF CONSTRUCTION CLAUSE

In the event of loss or damage under this policy that causes the enforcement of any law or ordinance regulating the construction, repair, or use of property, this Company shall be liable for :
a. the costs 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. increased cost of repair or construction 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 or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;
d. any increase in the business interruption - loss of profits, extra expense, rental value and royalties loss arising out of the additional time required to comply with said law or ordinance.
e. The sub-limited under this clause is NT$.- for each loss, but the total liability under this policy for both loss to property and such fees shall not exceed the amount of the insurance applying under this policy to the property covered.

MACHINERY BREAKDOWN EXTENSION

The Insurers hereby agree with the Insured that the items (or any part thereof) entered in the Schedule, suffer any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit storm, or from any cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

Provided that
(a) The limit of the Insurer's liability under this policy shall from part of the Schedule Limits of Liability.
(b) The Insurers shall not be liable for

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
2. loss of or damage to exchangeable tools, e.g. dies, molds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants. fuels, catalysts;
3. loss or damage due to fire lightning, chemical explosion (expect flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar nature catastrophes;
4. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;
5. loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;
6. loss or damage arising out of the willful act or gross negligence of the Insured or his representatives;
7. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution , insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority;
8. any consequence of nuclear reaction, nuclear radiation or radioactive contamination;
9. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale);
10. consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage as provided herein; in any action, suit or other proceeding where the Insurers allege that, by reason of the provision of Exclusion 7 above, any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

LANDSLIDE AND SUBSIDENCE

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the Insurance under this Policy shall extend to cover: Loss of or damage to the property insured directly caused by subsidence of the site or landslide, occurring within the period stated in the schedule.

Y2K EXLCUSION CLAUSE

This Policy does not cover Damage directly or indirectly caused by or contributed to by or consisted of or arising in whole or in part from
(a) the way in which any Data Processing responds to or deals with or fails to respond to or fails to deal with any true calendar date
(b) any Data Processing System responding to or dealing in any way with
i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates
whether such Data Processing System is the property of the Insured or not and whether operating before during or after the year 2000 but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril.

DEFINITIONS

“Data Processing System” shall mean any computer or data Processing equipment or media or microchip or integrated circuit or similar device or any computer software or computer firmware.

“Defined Peril” shall mean: 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, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, subsidence, and impact by any road vehicle or animal“.

CYBER EXCLUSION CLAUSE

Property Damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not included 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 the Agreement:

c. 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 damage to the substance of property shall be covered.
d. 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.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excluded 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;
(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion,

(2) revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
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 organization(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, 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 underwriters allege that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this Policy, the burden of proving the contrary shall be upon the Assured.

明台產物商業火災綜合保險(○○股份有限公司) 0004M97042

ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS
A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:

(巨&外 065)

(a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment
(6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused
unless
(i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip

(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:

(a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
(b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

resulting from their explosion or rupture

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the schedule.

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was

appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.
(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(5) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

CONDITIONS:

AUTOMATIC REINSTATEMENT CLAUSE

In consideration of the Insurance not being reduced by the amount of any loss the Insured shall pay any the appropriate extra premium on the amount of the loss from the commencement date of reinstatement to the date of reinstatement to the date of the expiry of the period of insurance.

ALTERNATIONS AND REPAIRS CLAUSE

The insurance by this policy will not be prejudiced by the carrying out of any structural alternations, additions and/or repair to buildings or contents and the insurance by this policy is extended in respect thereof, provided that the insured shall notify the company as soon as practicable if an erection contract value shall exceed NT$

AUTOMATIC CAPITAL ADDITIONS CLAUSE

The Insurance hereby extends to cover alterations, additions and improvements to property specified herein for an amount not exceeding 10% of the total sum insured on such item(s), it being understood that the insured undertake to advise the Corporation each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.
This clause is only concerned with Capital Additional and is confined to Building, Fixtures and Fittings, Machinery and Equipment, Business Appliance and/or Fixed Plant.

DESCRIPTION OF PROPERTY INSURED CLAUSE

Where any doubt arises as to the definition under which any property is included for the basis of settlement, the Insurer agrees to accept the designation of such property as may have been included in the Insured's books.

DEBRIS REMOVAL CLAUSE

It is hereby declared and agreed that the insurance of this policy shall include all costs and expenses necessarily incurred by the insured in removal of debris, dismantling or demolishing, shoring up or propping of the portions of property by the said items destroyed and damaged by fire or by any other peril hereby insured against. Provided the total amount recoverable under this clause shall in no case exceed fifteen percent (15%) of the loss amount on property in respect of any item being not otherwise exhausted but the maximum amount is NT$

ERRORS & OMISSIONS & MISDESCRIPTION CLAUSE

Notwithstanding the Misrepresentation and Non-Disclosure and Alterations Conditions the Insured shall not be prejudiced by any unintended and/or inadvertent:

(a) error, omission or misdescription of the risk, interest or Property Insured hereunder,
(b) incorrect declaration of value of such property,
(c) failure to advise the Insurers of any change of risk, interest or Property Insured hereunder,
(d) failure to advise the Insurers of any acquisition of risk, interest or property to be insured hereunder,
(e) failure to comply with any Statutory requirement.

Provided always that the Insured's officer(s) responsible for insurance shall, upon becoming aware of any such matters, inform the Insurers as soon as reasonably practicable and the Insured shall pay a reasonable additional premium upon request by the Insurers from the date of any such change or variation of risk.
It is further noted and allowed that any maintenance to, shutting down or impairment of, fire protection, detection or suppression systems at premises used by the Insured for whatever reason shall not be a change of risk that is notifiable to Insurers.

EXPEDITING EXPENSES CLAUSE

This policy also covers costs and expenses (including but not limited to overtime, express frights, weekend or public holiday rates of pay), incurred by the Insured or by any other person for whom the insured is legally liable to expedite repair, replacement or restoration of property Insured consequent upon its physical loss destruction or damage by any peril insured against but not exceeding NT$- for any one less or series of losses arising out of any event.

80% CO-INSURANCE CLAUSE

Notwithstanding anything contained herein to the contrary, the Sum Insured by this Policy having been declared by the Insured to represent 80 percent of the total value of the property described herein and the premium for this policy having been calculated accordingly. It is hereby declared and agreed that if at the time of any loss or damage the Sum Insured shall be less than 80 percent of the total value of the Property Insured the Insured shall be a coinsurer to the extent of an amount sufficient to make the Insurance equal to 80 percent of the total value of the property hereby Insured and in that capacity shall bear their proportion of any loss that may occur. Every Item, if more than one of the Policy shall be separately subject to this Clause.

FIRST LOSS INSURANCE CLAUSE

It is hereby declared and agreed that the property (except for stocks) covered against perils Insured under this Policy is based on First Loss Insurance. During Policy period, Loss, If any, due to burglary, will be indemnified on an actual loss basis and article 6, "Contribution clause" in the general conditions under this Policy does not apply. However, loss accumulated during the policy period shall not exceed the Total Sum Insured.

FIRE EXTINGUISHMENT EXPENSES CLAUSE

It is hereby declared and agreed that not with standing anything in the policy contained to the contrary, but subject to the provision here in after contained, the insurance under this policy extends to include:

The cost of replenishing of the fighting appliances and destruction of or damage to such appliances (including employees' personal effects and clothing) unless otherwise specifically insured.
PROVIDED ALWAYS that the liability of the company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property.
The total payments under this clause is limited to NT$ for Policy Aggregate

OFF PREMISES CLAUSE
Notwithstanding anything contained herein to the contrary, it is agreed that regarding stock and/or property insured under this Policy, removal to other enclosed premises is allowed, provided that the company shall not be liable for an amount exceeding of 15% the sum insured for stock and/or property value or Max. NT$.- whichever is less.
This extension does not apply to stock:
4) Removal to customers premises.
5) Whilst in transit.
6) Removed to any where for exhibition.

OUTBUILDING CLAUSE
The Insurance by each item under building is understood to include walls, gates, fences, small frame works, tanks and signboards in the said policy and the insurance by each item under contents extends to include the contents of the said buildings. Provided the total amount recoverable under this clause shall in no case exceed NT$.- in respect of any loss caused by the peril of typhoon.

PAYMENTS ON ACCOUNT CLAUSE
It is hereby agreed and declared that progress payments on account of any loss recoverable under this Policy will be made the insured at such stages as may be mutually agreed upon if desired provided that such payments are declared from the finally agreed claim settlement figures.

PREMISES CLAUSE
This Policy is extended to cover property described herein whilst in or on platform, alleys, yards, outbuildings and/or in the open air on the premises described herein.

PUBLIC AUTHORITIES CLAUSE
The insurance extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By -Law of any Municipal or Local Authority provided that:
6) The amount recoverable under this Extension shall not include:
(c) the cost incurred in complying with any of the aforesaid Regulations or By -Laws
i) in respect of destruction or damage occurring prior to the granting of this Extension in respect of destruction or damage not insured by this Section
ii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
iii) in respect of undamaged property or undamaged portions of property
(d) The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations of By - Laws.
7) The work of reinstatement must by commenced and carried out with reasonable dispatch and in any case muse be completed within twelve months after the destruction or damage within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By - Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
8) If the liability of the Company under (any item of) this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the Liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
9) The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.
All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.
The total payments under this clause is limited to NT$ for Policy Aggregate.

PROFESSIONAL FEES CLAUSE
The insurance under this policy extends to cover Architects', Surveyors', and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing and claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of the Professional Charges of The Institution of Taipei Surveyors and/or the Association of Consulting Engineers as the case may be, or of the respective equivalent local body, subject to 5% of the Total Loss Payment but not exceeding NT$
The total liability under this policy for both loss to property and such fees shall not exceed the amount of the insurance applying under this policy to the property covered.

REPLACEMENT COST CLAUSE
Loss, if any, shall be adjusted as following;
A. The provisions of this policy applicable to the property described as covered on a replacement cost" (without deduction for depreciation) for the term "Actual Cash Value" wherever it appears in this policy.
B. This policy does not cover the following property on a replacement cost basis:
1) Stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;
2) Property of others;
3) Books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, cell, and other magnetic recording or storage media);
4) Painting, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art rarity of antiquity.
C. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amount:

1) The amount of this Policy applicable to the damaged or destroyed property;
2) The replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or
3) The amount actually and necessarily expended in repairing or replacing said property or any part thereof.

EXTRA EXPENSE CLAUSE

2) Extra expense incurred resulting from loss, damage, or destruction to property by any of the perils covered herein during the term of this policy.
4) Extra expense means necessary expense insured incur during the「period of restoration」that insured would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered cause of loss.

The total payments under this clause is limited to NT$ for Policy Aggregate

VEHICLE LOADING CLAUSE

In the event of the Insured's vehicles being left loaded overnight whilst in and/on the premises described in the Schedule hereto the Company will indemnity the Insured in respect of such load in the event of loss or damage by any of the perils insured against this Policy. Subject otherwise to the terms, conditions and exceptions of this Policy.

INTERNAL REMOVAL CLAUSE

It is understood and agreed that in the event of removal of property from one building to another at any of the Situation(s) stated in the Schedule being inadvertently not advised to the Company the insurance on such property shall follow removal, the necessary adjustments in sums insured and premium being made as from the date of removal as soon as the oversight is discovered.
The total payments under this clause is limited to NT$ for Policy Aggregate.

ROBBERY AND THEFT CLAUSE

It is hereby agreed that this Policy is extended to cover against the risk of robbery and theft.
Robbery shall mean theft following assault or violence or threat thereof to the Insured or to any employee of the Insured.
Theft shall mean theft involving entry into or exist from the Premises by actual forcible and violent means.

SUBROGATION CLAUSE

Any claimant under this Policy shall at the request and at the expense of the company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company of the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts or things shall be or become necessary or required before or after indemnification by the Company. The Company hereby agrees to waive its rights of subrogation against any corporation or company associated or affiliated with the Insured or any of the Insured's subsidiary or holding company, or any partner, officer or individual connected therewith.

SUE AND LABOR CLAUSE

In case of actual or imminent loss or damage by a peril insured against, it shall without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor, and travel for, in, and about the defense, the safeguard, and the recovery of the property of any part of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of the Insurers in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. This Insurers shall contribute to the expenses so incurred according to the rate and quantity of the sum herein insured.

TENANTS' IMPROVEMENTS CLAUSE

The insurance on contents (other than stock and materials in trade) is understood to include tenants' improvements, alterations and decorations for which the insured are responsible.

72-HOUR CLAUSE

It is agreed that any loss of or damage to the Insured Property arising during any one period of 72 consecutive hours, caused by flood, storm, tempest, water damage, earthquake, subsidence or collapse shall be dammed as a single event and therefore to constitute on occurrence with regard to the Retained Liability provided for in the Schedule.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance 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;

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

DATE RECOGNITION EXCLUSION CLAUSE

It is noted and agreed this policy is hereby amended as follows:

A. The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of , or arising from, the failure of any computer, data processing equipment, media microchip, operation systems, microprocessors (computer chip), 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 that results from the inability to:

1. correctly recognize any date as its true calendar date;
2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
3. capture, save, retain or correctly 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, retain or correctly process such data on or after any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C. It is further understood that the Insurer will not pay for Damage or Consequential Loss arising form the failure, inadequacy, or malfunction of any advise, consultation, design evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results form a Defined Peril. Defined Peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms, conditions and exclusions of this policy remain unchanged.

CYBER RISKS EXCLUSION CLAUSE

It is hereby agreed and declared that this Policy dose not cover

1. loss, corruption or destruction of data, coding program or software and/or,
2. unavailability data and malfunction of hardware, software and embedded chips and/or,
3. business interruption losses resulting therefrom

unless they are the direct consequence of an otherwise insured physical damage.

明台產物商業火災綜合保險(〇〇股份有限公司) 0004M98009

(巨&外 069)

POLICY DEFINITIONS

The following words will have the same meaning attached each time they appear in this **Policy** in **bold** type face, whether with a capital first letter or not.

Some **Sections** of this **Policy** contain additional definitions to the **Policy** definitions and have a specific meaning and relevance for that **Section**.

1. **Actual Value**
   Means the replacement cost as new in respect of the damaged item at the time of loss.

2. **Average**
   Means that if at the time of **Damage** the replacement cost (or where applicable the reinstatement costs), as new of the **Insured Property** is greater than the sum insured (or where applicable the **Declared Value**), the **Insured** will:

   (a) be responsible for the difference in the value;
   and
   b) bear a proportionate share of the loss.

3. **Business**
   The activities directly connected with the **Insured's Business** as specified in the **Policy Schedule**.

4. **Business Interruption**
   Damage resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Insured Location** and any contract site(s) where the **Insured** is carrying out a contract in consequence of **Damage** to the **Insured Property** used for the **Business**.

5. **Claim**
   Means **Loss/Losses**.

6. **Condition Precedent**
   Is a condition that must be satisfied before the Insurer has any liability to indemnify the Insured in relation to a Claim and is a condition which continues to be effective throughout the Period of Insurance.

7. **Consequential Loss**
   Includes but is not limited to consequential, exemplary, incidental, punitive and special damages; wasted management time; loss of anticipated savings; business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

8. **Damage**
   Means direct physical loss or destruction of or damage to the **Insured Property** or as otherwise defined in the **Policy Section**.

9. **Declared Value**
   Means the cost of reinstatement as new of the **Insured Property** applying at inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance

for;

a) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament, Bye Laws of any public or local authority;
b) professional fees;
c) debris removal costs.

10. **Deductible**
The amount to be deducted after the application of **Average** for each and every **Occurrence** at each separate **Insured Location** or following each and every separate atmospheric disturbance.

Unless the **Insurer** agrees otherwise the **Insured** shall not effect insurance for the amounts of the **Deductibles** stated herein without the **Insurer's** prior written agreement.

11. **Defined Peril / Special Peril**
The coverage as defined in each section, clause herein.

12. **Earthquake, Volcanic Action**
Earth movement due to a natural seismic disturbance caused by sudden movement of the earth's crust and including as a direct and immediate result of earthquake including:

i) Earthquake, Seaquake;
ii) Landslide;
iii) Earth sinking, rising, shifting, but not sinkhole;
or
iv) Tidal wave,Tsunami.

and/or
Volcanic eruption means;
explosion or effusion resulting from:
i) Airborne volcanic blast or airborne shock waves;
ii) Ash, dust or particulate matter; or
iii) Lava flow.

13. **Flood**
Waves, tide or tidal water, rapid accumulation of surface waters, or the rising (including overflowing or breaking of boundaries) of lakes, reservoirs, rivers, streams or other bodies of water, howsoever caused. It is understood and agreed that, whenever used in this policy, Flood shall not include ensuing loss or damage resulting from fire, explosion or sprinkler leakage.

14. **Insured**
The persons, companies, partnerships or unincorporated associations named in the **Policy Schedule** as the **Insured.**

15. **Insured Location and or Insured Premises**
The location where the Insured Property is situated within the **Territorial Limits** unless otherwise endorsed hereon.

16. **Insured Property**
Shall mean all real and physical property of the **Insured** including Improvements and betterment or held by the **Insured** in trust and for which the **Insured** is legally responsible as more fully described in the **Policy Section Schedules** at an **Insured Location** within the **Territorial Limits** unless otherwise excluded.

17. **Insurer**
MSIG-Mingtai Insurance Co., Ltd. underwriting this insurance and issuing this **Policy** and where applicable any **Other Insurer** as listed under the Schedule of Insurers. Subject to the Insurers Liability Clause.

18. **Local Policy / Local Insurer**
Wherever the term **Local Policy** or **Local Underlying Policy** appears in this **Policy** it is deemed to mean an insurance policy placed with a **Local Insurer(s)** in a territory where a policy is required by the **Insured** or to comply with legal requirements, for the **Insured's** benefit covering the same interests as this **Policy** (subject to the Difference in Conditions clause).

19. **Loss/Losses**
A potential loss, claimed loss, actual loss or circumstances which may give rise to a **Claim**.

20. **Occurrence**
Any one loss or series of Loss arising from one event.

21. **Other Insurer(s)**
Any other insurance company or underwriter subscribing to this insurance as listed under the Schedule of Insurers.

22. **Period of Insurance**
From the effective date until the expiry date (as stated in the **Policy Schedule**) or any period for which the **Insurer** may accept payment of a premium for this **Policy**.

23. **Policy**
The entirety of this **Policy** of insurance specified in the **Policy Schedule**, **Sections**, **Schedule(s), Specifications** and/or contained in any and all endorsements or amendments forming part of this **Policy** (whether or not such endorsements or amendments are agreed prior to this **Policy** of insurance coming into force or at any time thereafter).

All references to the terms of this **Policy** shall be construed as references to the entire **Policy** including all terms, conditions, **Conditions Precedent**, **Warranty**, exclusions, sum(s) insured, excesses, **Deductibles**, limits of liability, **Policy Loss Limit**, **Policy Schedule, Sections, Schedules, Specifications**, endorsements, amendments and any other written contractual provisions that form part of this **Policy**.

24. **Policy Loss Limit**
The total amount that the **Insurer** will pay for a single **Occurrence** under this **Policy** being the amount as stated in the **Policy Schedule**.

25. **Policy Schedule/ Section / Schedule / Specification**
The parts of this **Policy** which specify the **Insured's** details, the **Insured Premises,** the **Insured Property**, sum(s) insured/limits of liability and any **Deductibles** or excesses applying to this **Policy**.

26. **Terrorism** (unless otherwise defined herein)

*i) in respect of **Terrorism** United Kingdom of Great Britain only.*
*An act, including but not limited to the use of violence and/or 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 affect or influence or carry out any activities direct toward the overthrowing of influencing by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto and/or to put the public or any **Section** thereof in fear.*

ii) *in respect of **Terrorism** e*lsewhere other than the UK (unless amended by endorsement or **Section**).

For **Damage** occurring in any territory not specified in (i) above any act or acts including but not limited to:
a) the use or threat of force and/or violence
and/or
b) harm or damage to life or to property (or the threat of such property or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused by or occasioned by any person(s) or group(s) or persons or so claimed in whole or in part for any political religious ideological or similar purposes.

27. **Unoccupied / Unoccupancy**
Means any part of an **Insured Premises** which is not used or visited by the **Insured** or an authorised Employee of the **Insured** on a day to day or regular basis for the purpose of the **Business.**

28. **Unattended**
Means any part of an **Insured Premises** temporarily not being attended to, looked after or watched over by the **Insured** or an authorised Employee of the **Insured** for the purpose of the **Business.**

29. **Warranty**
Means a condition which continues to be effective throughout the Period of Insurance and one with which the Insured must comply with. In the event of the Insured's non-compliance with any Warranty the Insurer may at its option, avoid the entire contract.

GENERAL POLICY CONDITIONS

1 **Additional Insured's**
Subject to the **Insurer's** prior agreement this **Policy** will extend to include additional insured's who have an insurable interest in the **Insured Property** provided that there is no increase in the sum insured / limit of indemnity as stated in the **Schedule(s)**.

2 **Aggregate / Sum Insured / Limit of Indemnity**
The **Insurer's** maximum sum insured / limit of indemnity in a single **Occurrence**, regardless of the number of **Insured Locations** or coverage's involved, shall not exceed the **Policy Loss Limit**, If a lesser sum insured / limit of indemnity is stated the lesser limit will apply.

The sum insured / limit of indemnity stated herein are part of and not in addition to the **Policy Loss Limit**.

In the event where an annual aggregate limit applies, such annual aggregate limits shall be the total annual aggregate limit for all **Policies** issued under this **Programme** by the **Insurer** and or **Other Insurers** and or **Local Insurer(s)** to the **Insured**.

The indemnity provided by this **Policy** may be reduced by the operation of the aforesaid annual aggregate provision consequent upon a **Claim** paid under this **Policy** and all other **Policies** issued to the **Insured** under this **Programme** during the **Period of Insurance**.

For the purposes of this clause, **Programme** means:
Any policy or series of policies issued to the **Insured** by the **Insurer** and or **Other Insurers** and or **Local Insurer(s)** anywhere in the world covering substantially the same interest(s) as this **Policy** during the same or similar **Period of Insurance** irrespective of **Insured Locations**.

3 **Alteration**
The **Insurer** has the option to avoid this **Policy** or any part thereof from inception of this insurance where:
a) there has been any alteration to the **Insured Property** and/or the **Insured Premises** and/or the **Business** after the effective date of this insurance which increases the risk of liability or **Damage**;
or

b) the **Insured's** interest ceases except by operation of law;

unless the **Insurer** has provided prior written confirmation that the **Insurer** has accepted the alteration.

4 **Automatic Reinstatement of the Sum Insured / Limit of Indemnity**

The sum insured / limit of indemnity stated in the **Policy Schedule**, **Schedule** or **Specifications** will be automatically reinstated and will not be reduced by the amount of any **Claim** unless the **Insurer** or the **Insured** give notice to the contrary. (Automatic Reinstatement does not apply to Section H)

However, In the event of **Average or First Loss Average** being applied to any **Claim** adjustment there shall be no automatic reinstatement and the sum insured / limit of indemnity. The sum insured / limit of indemnity will be reduced by the amount of any **Claim** unless the **Insurer** agrees to such reinstatement and the **Insured** pays the additional premium required by the **Insurer** to reinstate the sum insured / limit of indemnity.

5 **Cancellation**

a) By the **Insured**.
The first named **Insured** as shown in the **Policy Schedule** may cancel the **Policy** at any time by giving the **Insurer** at least FIFTEEN (15) days notice in writing in advance of the date upon which the cancellation is to take effect.

b) By the **Insurer**.
The **Insurer** may cancel this **Policy**:
i) by sending notice to the **Insured** at the **Insured's** last known address or via the **Insured's** insurance adviser by recorded delivery and such cancellation shall become effective at midnight on the FIFTEENTH (15) day after the **Insurer** issues the notice of cancellation;
ii) for non payment of premium.

In the event of cancellation any return premium shall be calculated on a pro rata basis or as otherwise agreed by the **Insurer**.

However, the **Insurer** will not refund any instalment and/or minimum and deposit premium.

Notwithstanding the above the full **Policy** premium shall become payable to the **Insurer** in the event of a loss which gives rise to a valid **Claim** under this **Policy** prior to the date of cancellation.

6 **Claims/Loss Reporting and Control Requirements**

If the **Insured** fails to fulfil any of the following conditions the **Insured** may lose the right to indemnity or payment for that **Claim** and, in the event that the **Insurer** has made any payment on account, if the **Insured** fails to comply with the following the **Insured** will repay to the **Insurer** such monies within THIRTY (30) days of the **Insurer's** request for such repayment.

Upon the discovery of any loss**,** the **Insured** must at the **Insured's** expense:
i) tell the **Insurer** about the **Loss** as soon as reasonably practicable but in any event no later than FIFTEEN (15) days thereafter but SEVEN (7) days in respect of riot;
ii) for a **Claim** under **Section** B or when applicable any other section covering Business Interruption, tell the **Insurer** not later than THIRTY (30) days after the end of the expiry of the Indemnity Period or such time as the **Insurer** may allow.

In addition to reporting a **Loss** as in i) or ii) above the **Insured** must immediately upon discovery or as soon as reasonably practicable:

a) no later than TWENTY FOUR (24) hours after the discovery of the **Loss** notify the Police of the **Damage** caused by riot, civil commotion, malicious persons or thieves;

protect the **Insured Property** from further **Damage** and take any action reasonably practicable to minimise or avoid any further **Damage** or interruption of or interference with the **Business**;

pass to the **Insurer** unanswered immediately all communications from third parties in relation to any event which may result in a loss under this **Policy**;

provide the **Insurer** with the details of any other insurance covering the **Damage**;

b) provide the **Insurer** with books, records and documents the **Insurer** requires to assess the **Insured's Claim**.

The **Insured** must as soon as reasonably practicable provide the **Insurer** with all information in the **Insured's** possession or under the **Insured's** control of a potential **Loss** or circumstances which may give rise to a **Claim** known to the **Insured** notified in accordance with the above and the **Insured** shall thereafter keep the **Insurer** fully informed as regards all developments relating to the **Loss** as soon as they occur or such further time that the **Insurer** may allow.

If **Damage** occurs which may lead to a **Claim**, the **Insurer** may:
a) enter and take possession of the damaged **Insured Property**;
b) take possession of or require the **Insured** to deliver to the **Insurer** the damaged **Insured Property** which the **Insurer** will deal with in a reasonable manner without incurring liability or reducing the **Insurer's** rights.

The **Insurer** will not pay for **Damage** if the **Insured** or anyone acting on the **Insured's** behalf:
a) does not comply with the **Insurer's** requirements;
b) hinder or obstruct the **Insurer**.

The **Insured** is not entitled to abandon any property to the **Insurer**.

The **Insured** must not admit, repudiate liability nor offer to settle, compromise make payment which may result in a loss or pay any **Claim** under the **Policy** without the **Insurer's** prior written agreement.

The **Insurer** shall have the right at any time to take full control of the investigation, adjustment and settlement of any **Claim** notified as aforesaid and the **Insurer** may appoint any other person or persons to act on the **Insurer's** behalf for such purpose and any settlement agreed by the **Insurer** shall be binding on the **Insured**.

The **Insured** shall co-operate fully with the **Insurer** and any other person or persons designated by the **Insurer** in the investigation adjustment and settlement of any **Claim** notified to the **Insurer** as aforesaid, and the **Insured** shall not without first consulting with the **Insurer** or the **Insurer's** appointed representatives litigate any such **Claim**.

In the event of a **Claim** hereunder the **Insured** shall be responsible for reporting the loss to the **Insurer** and all **Other Insurers**.

Where applicable it is further understood and agreed that when the **Insured** requests the **Insurer** for payment in settlement of any **Claim(s)** hereunder the **Insurer's** payment shall take place on the same day as payment in settlement for the same **Claim** is made to the **Insured** under the **Local Policy** and or by any **Other Insurers**.

7 **Contract Rights (Third Parties)**

A 'person' who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 **Contribution**

Where any loss destruction **Damage** or liability covered by this **Policy** is also covered by another policy (or would be but for the existence of this **Policy**) the **Insurer** will only pay a rateable share of the loss.

If the other insurance is subject to a condition of average and this **Policy** is not, this **Policy** will become subject to the same condition of average.

If the **Insured Property**, covered by any other insurance is subject to a provision excluding proportional payment in whole or in part the payment the **Insurer** makes will be limited to the proportion of loss destruction or **Damage** as the sum insured / limit of indemnity bears to the value of the **Insured Property**.

9 **Discharge of Liability**

The **Insurer** may at any time pay the sum insured / Limit of Indemnity or the (after the deduction of any sum already paid) or any less amount for which a **Claim** can be settled and the **Insurer** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

10 **Fraud**

If any **Claim** made by the **Insured** or anyone acting on the **Insured's** behalf to obtain any **Policy** benefit shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof no compensation shall be payable hereunder.

11 **Hire Agreements**

In consequence of **Insured Property** under this **Policy** being the subject of hire agreements it is understood and agreed that the interest of the owners is deemed to be included in the protection afforded by this insurance it being understood that the **Insured** shall declare the name of any other interested party in the event of **Loss**.

12 **Identification**

Unless otherwise stated any word or expression to which a specific meaning has been attached in any part of this **Policy** shall bear the same meaning wherever it may appear.

13 **Lenders Interests**

The **Insurers** note the interest of mortgagees, bankers, lenders and others with an insurable interest in the **Insured Property**.

14 **Non Disclosure**

1. In the event that the **Insured** or its agent to insure fails to disclose or misrepresents a material prior to inception of this insurance and the **Insurer** would be entitled to avoid this Insurance, this clause shall apply, except where any non-disclosure or misrepresentation by the **Insured** or its agent to insure is proven by the **Insurer** to be:

(1) fraudulent

(2) of such other nature that, if the material fact had been disclosed or had not been misrepresented, the **Insurer** would not have underwritten this Insurance

2. The burden shall be on the **Insurer** to prove all matters set out in this clause. For the purposes of this clause the acts, omissions or knowledge of one **Insured** shall not be imputed to any other **Insured**.

3. if the **Insurer** would have underwritten this Insurance but on different terms (as to premium and/or otherwise) had the material fact been disclosed or not misrepresented, the **Insurer** shall not be entitled to avoid this Insurance but:

(1) in the event the **Insurer** would have underwritten this Insurance on different terms as to the premium, the **Insured** shall be liable for such additional premium as would have been charged had the material fact been disclosed or not been misrepresented;

(2) in the event that the Insurer would have underwritten this Insurance on different terms in any respect other than in relation to the premium, the Insurer shall, in addition to any premium adjustment pursuant to sub-clause 3(1), be entitled to impose such terms on this Insurance as would have been imposed at inception of this Insurance if the material fact had been disclosed or had not been misrepresented by giving written notice of the term to the Insured. Subject to sub-clauses 3(3) and 3(4), any additional term so notified shall take effect as if imposed from inception.

(3) any additional term imposed pursuant to sub clause 3(2) shall not apply to any claim which has been finally agreed by the **Insurer** (whether paid or not) prior to the date of the **Insurer**'s written notification to the **Insured** of the additional term;

(4) for any additional term imposed pursuant to sub-clause 3(2) which would have the effect, if breached, of coverage under this Insurance never attaching, being suspended or being discharged (whether at the election of the **Insurer** or otherwise), the **Insurer** agrees in each such case to vary the remedy for breach of the term so that the **Insurer** shall be entitled only to decline any **Claim** that does not fall within 3(3). In the event that the **Insured** does not comply with any additional term imposed and falling within this sub-clause within 60 days of receipt of the **Insurer**'s written notification imposing the additional term, the **Insurer** shall be entitled after the expiry of the specified time period to impose with prospective effect only the remedy to which it would have been entitled but for this clause.

4. The **Insurer** agrees that no representation by the **Insured** or by any agent of the **Insured** (including an agent to insure) shall be a term of any sort of this contract of Insurance and that any provision in any other document to the effect that a statement or statements made by or on behalf of the **Insured** in such document form part of or are the basis of the contract of Insurance shall be of no effect.

15 **Non-Invalidation**

This insurance shall not be invalidated by any inadvertent act, omission or alteration by the **Insured** whereby the risk of **Damage** is increased unknown to and or beyond the **Insured's** control provided that immediately, and in any event not more than FIFTEEN (15) days thereafter, the **Insured** becomes aware thereof shall give the **Insurer** notice and pay any additional premium in accordance with the Premium Payment Clause.

16 **Premium Adjustment**

If any part of the premium is calculated on estimates furnished by the **Insured**. The **Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such record. The **Insured** shall within ONE (1) month or if the **Insurer** agrees to some other period of time, from the expiry of each **Period of Insurance** furnish the **Insurer** with such particulars and information as the **Insurer** may require. The premium for such **Period of Insurance** shall thereupon be adjusted and the difference paid by or allowed to the **Insured** as the case may be subject always to any minimum premiums stipulated.

17 **Basis Clause**

The **Insurer** agrees, with effect from inception, that notwithstanding any other term of this contract, any provision in this contract of insurance or any other document to the effect that a statement or statements made by or on behalf of the **Insured** (including but not limited to statements made in proposals for insurance) form part of or are the basis of the contract of insurance shall be of no effect.

18 **Reasonable Precautions**

The **Insured** must take all reasonable care:

a) to prevent injury, accident or damage;
b) to observe and comply with statutory or local authority laws, bye laws, obligations or requirements;
c) to maintain the **Insured Property** in efficient and safe working order;
d) to make good or remedy any defects or danger which becomes apparent and take such additional precautions as circumstances may require;
e) in the selection and supervision of Employees.

19 **Replacement or Reinstatement Clause**

Unless otherwise stated in the **Schedule** in the event of **Damage** the basis upon which the **Insurer** will calculate the amount the **Insurer** will pay for any **Claim** will be the reinstatement of the **Insured Property Damaged** subject to the following conditions;

a) If the **Insured Property** under any Buildings, Machinery and Plant, Tenants Improvements or other items described in the **Schedule**, but not pedal cycles, personal items, rent or motor vehicles if insured is lost or destroyed the **Insurer** will pay for its rebuilding or replacement in a similar condition as good as but not better or more extensive than its condition when new;
b) If such **Insured Property** is **Damaged**, the **Insurer** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than its condition when new;
However the **Insurer** will not pay more than the **Insurer** would have done if the property had been completely destroyed;
c) Without increasing the **Insurer's** liability the **Insurer** may replace the **Insured Property** on another site and in a suitable manner to suit the **Insured's** needs;
d) All work must be carried out and completed as soon as possible;
e) If at the time of rebuilding or replacement, EIGHTY FIVE (85)% of what it would have cost to replace the whole **Insured Property** under that item, is greater than the sum insured at the time the **Damage** occurred the **Insured** will be liable to bear a proportionate share of the loss.

The **Insurer** will not pay under this clause:

i) until the **Insured** have incurred the cost of replacing or repairing the **Insured Property**;
ii) if the **Insured** or someone acting on the **Insured's** behalf have insured the property under another policy which does not have a similar basis of reinstatement.

20 **Rights of the Insurer**

On the happening of **Damage** for which a **Claim** is or may be made under this **Policy,** the **Insurer**, and every person authorised by the **Insurer,** may without thereby incurring any liability and without diminishing the **Insurer**'s right to rely upon any conditions of this **Policy**, enter take or keep possession of the building or **Insured Premises** where the **Damage** has happened and may take possession of, or require to be delivered to them, any of the **Insured Property** and may keep possession of and deal with such **Insured Property** for all reasonable purposes and in any reasonable manner.

The **Insured** hereby agrees that this clause gives the **Insurer** licence to inspect the **Insured Premises** at any time during the **Period of Insurance** and that the **Insured** shall co-operate fully with the **Insurer** and any other person or persons designated by the **Insurer** in the inspection.

This condition shall be evidence of the **Insurer's** leave and licence so to do. If the **Insured** or anyone acting on the **Insured's** behalf shall not comply with the **Insurer's** requirements or shall hinder or obstruct the **Insurer** in doing any of the above mentioned acts then all benefit under this **Policy** shall be forfeit.

The **Insured** shall not in any case be entitled to abandon any **Insured Property** to the **Insurer** whether taken possession of by the **Insurer** or not.

21 **Salvage**

All salvages, recoveries and payments recovered or received subsequent to a claim settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto. Unless otherwise agreed in writing between the **Insured** and the **Insurer** all salvage shall remain the property of the **Insurer**.

22 **Subrogation**

If the **Insurer** becomes liable for any payment under this insurance for a loss, the **Insurer** shall be subrogated to the extent of such payment to all the rights and remedies of the **Insured** against any party for such loss and the **Insurer** shall be entitled, at the **Insurer's** own expense, to sue in the **Insured's** name. The **Insured** shall give to the **Insurer** all such assistance in the **Insured's** power as the **Insurer** may require to secure the **Insurer's** rights and remedies either before or after indemnification.

23 **Waiver of Subrogation Rights**

In the event of a **Claim** arising under this **Policy**, the **Insurer** agrees to waive any rights remedies or relief to which the **Insurer** might become entitled by subrogation against;

a) any company whose relationship to the **Insured** is either a parent to a subsidiary or subsidiary to parent;
b) any company which is a subsidiary of a parent company of which the **Insured** are a subsidiary;

at the time of the **Damage,** as defined in or within the meaning of the relevant Companies Act or as defined in similar legislation.

The **Insurer** will not exercise any such rights against any of the **Insured's** employee(s) and or Tenant unless the **Claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee(s) or Tenant.

GENERAL POLICY EXCLUSIONS

1 **Biological or Chemical Materials Exclusion**

This **Policy** excludes **Damage** cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 **Electronic Data Exclusion**

a) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is understood and agreed as follows;

i) This **Policy** does not insure **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.

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.

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':

ii) However, in the event that a peril listed below 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 **Period of Insurance** to **Insured Property** by this **Policy** directly caused by such Listed Peril: fire, explosion.

Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this **Policy** suffer loss **Damage** insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation.

These costs will not include research and engineering or any costs of recreating gathering or 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.

This **Policy** excludes **Damage** cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with person or persons whether identified or not responsible for or involved with creating a Computer Virus or Similar Mechanism or a Denial of Service Attack unauthorised access to or use of Computer and Electronic Equipment.

3 **Electronic Date Recognition Exclusion**

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;

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 **Insured's** property or not;

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 **Insured's** property or not.

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.

4 **Micro-Organism Exclusion**

This **Policy** does not insure any loss, **Damage**, **Claim**, cost expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including, but not limited to, any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

a) **Damage** to **Insured Property**;
b) any contingency or cause whether or not contributing concurrently or in any sequence;
c) any loss of use occupancy or functionality ;
d) any action required including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion supersedes and replaces any provision either in whole or in part in this **Policy** that provides insurance for these matters.

5 **Pollution or Contamination Exclusion**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss resulting from pollution or contamination except (unless otherwise excluded) loss resulting from **Damage** to **Insured Property** or any part thereof used by the **Insured** at the **Insured Premises** for the purpose of the **Business** caused by:

a) Pollution or contamination at the **Insured Location** which itself results from 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, earthquake, storm, flood, bursting overflowing discharging or leaking of water or oil, from any tanks apparatus, pipes or appliance, or impact by any road vehicle or animal;

b) Any of the perils listed in (a) above which itself results from pollution or contamination.

6 **Pool and Schemes Exclusion**

This **Policy** does not cover loss, destruction or damage, or any **Consequential Loss** resulting therefrom, which can be insured against under any government scheme or official obligatory pool except, where such loss, destruction or damage is so insured, as regards any difference between the amount recoverable under such scheme or pool and the amount which would have been recoverable hereunder had this exclusion not been incorporated herein.

7 **Radioactive Contamination and Explosive Nuclear Assemblies Clause**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
In no case shall this insurance cover:

1. property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association;
   or
2. Loss, **Damage**, liability or expense directly or indirectly caused by or contributed to by or arising from:
   a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
   b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this sub-clause d. Does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the **Insured Property** and are being prepared, stored or used in the normal course of operations by the **Insured** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

3. [Notwithstanding 2 above, cover is provided hereunder in respect of the following exposures:] NONE.
4.

8 **Sonic Bang Exclusion Clause**

Notwithstanding anything to the contrary contained herein this Insurance does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic, supersonic or hypersonic speeds.

9 **Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance 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 act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This clause 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 any act of **Terrorism**.

If the **Insurer** alleges 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**.

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

10 **War Civil War Exclusion**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover any liability assumed by the **Insured** for loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, 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 any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are **Terrorism**.

明台產物商業火災綜合保險(○○股份有限公司) 0004M98011

POLICY DEFINITIONS

The following words will have the same meaning attached each time they appear in this **Policy** in **bold** type face, whether with a capital first letter or not.

Some **Sections** of this **Policy** contain additional definitions to the **Policy** definitions and have a specific meaning and relevance for that **Section**.

30. **Actual Value**

Means the replacement cost as new in respect of the damaged item at the time of loss.

31. **Average**

Means that if at the time of **Damage** the replacement cost (or where applicable the reinstatement costs), as new of the **Insured Property** is greater than the sum insured (or where applicable the **Declared Value**), the **Insured** will:

(b) be responsible for the difference in the value;
and
b) bear a proportionate share of the loss.

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32. **Business**

The activities directly connected with the **Insured's Business** as specified in the **Policy Schedule**.

33. **Business Interruption**

Damage resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Insured Location** and any contract site(s) where the **Insured** is carrying out a contract in consequence of **Damage** to the **Insured Property** used for the **Business**.

34. **Claim**

Means **Loss/Losses**.

35. **Condition Precedent**

Is a condition that must be satisfied before the Insurer has any liability to indemnify the Insured in relation to a Claim and is a condition which continues to be effective throughout the Period of Insurance.

36. **Consequential Loss**

Includes but is not limited to consequential, exemplary, incidental, punitive and special damages; wasted management time; loss of anticipated savings; business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

37. **Damage**
Means direct physical loss or destruction of or damage to the **Insured Property** or as otherwise defined in the **Policy Section**.

38. **Declared Value**
Means the cost of reinstatement as new of the **Insured Property** applying at inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for;

a) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament, Bye Laws of any public or local authority;
b) professional fees;
c) debris removal costs.

39. **Deductible**
The amount to be deducted after the application of **Average** for each and every **Occurrence** at each separate **Insured Location** or following each and every separate atmospheric disturbance.

Unless the **Insurer** agrees otherwise the **Insured** shall not effect insurance for the amounts of the **Deductibles** stated herein without the **Insurer's** prior written agreement.

40. **Defined Peril / Special Peril**
The coverage as defined in each section, clause herein.

41. **Earthquake, Volcanic Eruption**
Earth movement due to a natural seismic disturbance caused by sudden movement of the earth's crust and including as a direct and immediate result of earthquake including:

i) Earthquake, Seaquake;
ii) Landslide;
iii) Earth sinking, rising, shifting, but not sinkhole;
or
iv) Tidal wave,Tsunami.

and/or
Volcanic eruption means;
explosion or effusion resulting from:
i) Airborne volcanic blast or airborne shock waves;
iii) Ash, dust or particulate matter; or
iii) Lava flow.

42. **Flood**
Waves, tide or tidal water, rapid accumulation of surface waters, or the rising (including overflowing or breaking of boundaries) of lakes, reservoirs, rivers, streams or other bodies of water, howsoever caused. It is understood and agreed that, whenever used in this policy, Flood shall not include ensuing loss or damage resulting from fire, explosion or sprinkler leakage.

43. **Insured**
The persons, companies, partnerships or unincorporated associations named in the **Policy Schedule** as the **Insured.**

44. **Insured Location and or Insured Premises**
The location where the Insured Property is situated within the **Territorial Limits** unless otherwise endorsed hereon.

45. **Insured Property**
Shall mean all real and physical property of the **Insured** or held by the **Insured** in trust or for which the **Insured** is legally responsible as more fully described in the **Policy Section Schedules** at an **Insured Location** within the **Territorial Limits** unless otherwise excluded.

46. **Insurer**
MSIG-Mingtai Insurance Co., Ltd. underwriting this insurance and issuing this **Policy** and where applicable any **Other Insurer** as listed under the Schedule of Insurers. Subject to the Insurers Liability Clause.

47. **Local Policy / Local Insurer**
Wherever the term **Local Policy** or **Local Underlying Policy** appears in this **Policy** it is deemed to mean an insurance policy placed with a **Local Insurer(s)** in a territory where a policy is required by the **Insured** or to comply with legal requirements, for the **Insured's** benefit covering the same interests as this **Policy** (subject to the Difference in Conditions clause).

48. **Loss/Losses**
A potential loss, claimed loss, actual loss or circumstances which may give rise to a **Claim**.

49. **Occurrence**
Any one loss or series of Loss arising from one event.

50. **Other Insurer(s)**
Any other insurance company or underwriter subscribing to this insurance as listed under the Schedule of Insurers.

51. **Period of Insurance**
From the effective date until the expiry date (as stated in the **Policy Schedule**) or any period for which the **Insurer** may accept payment of a premium for this **Policy**.

52. **Policy**

The entirety of this **Policy** of insurance specified in the **Policy Schedule**, **Sections**, **Schedule(s), Specifications** and/or contained in any and all endorsements or amendments forming part of this **Policy** (whether or not such endorsements or amendments are agreed prior to this **Policy** of insurance coming into force or at any time thereafter).

All references to the terms of this **Policy** shall be construed as references to the entire **Policy** including all terms, conditions, **Conditions Precedent**, **Warranty**, exclusions, sum(s) insured, excesses, **Deductibles**, limits of liability, **Policy Loss Limit**, **Policy Schedule, Sections, Schedules, Specifications**, endorsements, amendments and any other written contractual provisions that form part of this **Policy**.

53. **Policy Loss Limit**

The total amount that the **Insurer** will pay for a single **Occurrence** under this **Policy** being the amount as stated in the **Policy Schedule**.

54. **Policy Schedule/ Section / Schedule / Specification**

The parts of this **Policy** which specify the **Insured's** details, the **Insured Premises,** the **Insured Property**, sum(s) insured/limits of liability and any **Deductibles** or excesses applying to this **Policy**.

55. **Terrorism** (unless otherwise defined herein)

*i) in respect of **Terrorism** United Kingdom of Great Britain only.*
*An act, including but not limited to the use of violence and/or 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 affect or influence or carry out any activities direct toward the overthrowing of influencing by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto and/or to put the public or any **Section** thereof in fear.*

ii) *in respect of **Terrorism** e*lsewhere other than the UK (unless amended by endorsement or **Section**).

For **Damage** occurring in any territory not specified in (i) above any act or acts including but not limited to:

c) the use or threat of force and/or violence
and/or
d) harm or damage to life or to property (or the threat of such property or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused by or occasioned by any person(s) or group(s) or persons or so claimed in whole or in part for any political religious ideological or similar purposes.

56. **Unoccupied / Unoccupancy**

Means any part of an **Insured Premises** which is not used or visited by the **Insured** or an authorised Employee of the **Insured** on a day to day or regular basis for the purpose of the **Business.**

57. **Unattended**

Means any part of an **Insured Premises** temporarily not being attended to, looked after or watched over by the **Insured** or an authorised Employee of the **Insured** for the purpose of the **Business.**

58. **Warranty**

Means a condition which continues to be effective throughout the Period of Insurance and one with which the Insured must comply with. In the event of the Insured's non-compliance with any Warranty the Insurer may at its option, avoid the entire contract.

59. **Windstorm**

Named Windstorm

Named Windstorm is defined as:

(a) any storm or weather condition that has sustained wind speeds of minimum (SEVENTY FOUR) 74 miles per hour for a continuous period in excess of (SIXTY) 60 minutes, or

(b) any storm or weather condition that is declared by the U.S National Weather Service, the World Meteorological Organization Regional Specialized Meteorological Center (RSMC) or Tropical Cyclone Warning Center (TCWC) having regional responsibility, or any governmental agency or body having the authority to make such declarations to be a hurricane, typhoon, tropical sto cyclone.

Un-named Windstorm

Un-named Windstorm is defined as:

Is the direct action of wind when such wind is associated with, or occurs in conjunction with a storm or weather disturbance where the wind speed is in excess of (FORTY FIVE) 45 miles per hour for a continuous period in excess of (THIRTY) 30 minutes including:

(a) any substance driven by wind, and;
(b) tornadoes.

GENERAL POLICY CONDITIONS

1 Additional Insured's

Subject to the **Insurer's** prior agreement this **Policy** will extend to include additional insured's who have an insurable interest in the **Insured Property** provided that there is no increase in the sum insured / limit of indemnity as stated in the **Schedule(s)**.

2 **Aggregate / Sum Insured / Limit of Indemnity**

The **Insurer's** maximum sum insured / limit of indemnity in a single **Occurrence**, regardless of the number of **Insured Locations** or coverage's involved, shall not exceed the **Policy Loss Limit**, If a lesser sum insured / limit of indemnity is stated the lesser limit will apply.

The sum insured / limit of indemnity stated herein are part of and not in addition to the **Policy Loss Limit**.

In the event where an annual aggregate limit applies, such annual aggregate limits shall be the total annual aggregate limit for all **Policies** issued under this **Programme** by the **Insurer** and or **Other Insurers** and or **Local Insurer(s)** to the **Insured**.

The indemnity provided by this **Policy** may be reduced by the operation of the aforesaid annual aggregate provision consequent upon a **Claim** paid under this **Policy** and all other **Policies** issued to the **Insured** under this **Programme** during the **Period of Insurance**.

For the purposes of this clause, **Programme** means:
Any policy or series of policies issued to the **Insured** by the **Insurer** and or **Other Insurers** and or **Local Insurer(s)** anywhere in the world covering substantially the same interest(s) as this **Policy** during the same or similar **Period of Insurance** irrespective of **Insured Locations**.

3 Alteration

The **Insurer** has the option to avoid this **Policy** or any part thereof from inception of this insurance where:

b) there has been any alteration to the **Insured Property** and/or the **Insured Premises** and/or the **Business** after the effective date of this insurance which increases the risk of liability or **Damage**;

or

c) the **Insured's** interest ceases except by operation of law;

unless the **Insurer** has provided prior written confirmation that the **Insurer** has accepted the alteration.

4 **Automatic Reinstatement of the Sum Insured / Limit of Indemnity**

The sum insured / limit of indemnity stated in the **Policy Schedule**, **Schedule** or **Specifications** will be automatically reinstated and will not be reduced by the amount of any **Claim** unless the **Insurer** or the **Insured** give notice to the contrary. (Automatic Reinstatement does not apply to Section H)

However, In the event of **Average or First Loss Average** being applied to any **Claim** adjustment there shall be no automatic reinstatement and the sum insured / limit of indemnity. The sum insured / limit of indemnity will be reduced by the amount of any **Claim** unless the **Insurer** agrees to such reinstatement and the **Insured** pays the additional premium required by the **Insurer** to reinstate the sum insured / limit of indemnity.

5 **Cancellation**

a) By the **Insured**.
The first named **Insured** as shown in the **Policy Schedule** may cancel the **Policy** at any time by giving the **Insurer** at least FIFTEEN (15) days notice in writing in advance of the date upon which the cancellation is to take effect.

b) By the **Insurer**.
The **Insurer** may cancel this **Policy**:

iii) by sending notice to the **Insured** at the **Insured's** last known address or via the **Insured's** insurance adviser by recorded delivery and such cancellation shall become effective at midnight on the FIFTEENTH (15) day after the **Insurer** issues the notice of cancellation;

iv) for non payment of premium.

In the event of cancellation any return premium shall be calculated on a pro rata basis or as otherwise agreed by the **Insurer**.

However, the **Insurer** will not refund any instalment and/or minimum and deposit premium.

Notwithstanding the above the full **Policy** premium shall become payable to the **Insurer** in the event of a loss which gives rise to a valid **Claim** under this **Policy** prior to the date of cancellation.

6 **Claims/Loss Reporting and Control Requirements**

If the **Insured** fails to fulfil any of the following conditions the **Insured** may lose the right to indemnity or payment for that **Claim** and, in the event that the **Insurer** has made any payment on account, if the **Insured** fails to comply with the following the **Insured** will repay to the **Insurer** such monies within THIRTY (30) days of the **Insurer's** request for such repayment.

Upon the discovery of any loss**,** the **Insured** must at the **Insured's** expense:

j) tell the **Insurer** about the **Loss** as soon as reasonably practicable but in any event no later than FIFTEEN (15) days thereafter but SEVEN (7) days in respect of riot;

iii) for a **Claim** under **Section** B or when applicable any other section covering Business Interruption, tell the **Insurer** not later than THIRTY (30) days after the end of the expiry of the Indemnity Period or such time as the **Insurer** may allow.

In addition to reporting a **Loss** as in i) or ii) above the **Insured** must immediately upon discovery or as soon as reasonably practicable:

c) no later than TWENTY FOUR (24) hours after the discovery of the **Loss** notify the Police of the **Damage** caused by riot, civil commotion, malicious persons or thieves;

protect the **Insured Property** from further **Damage** and take any action reasonably practicable to minimise or avoid any further **Damage** or interruption of or interference with the **Business**;

pass to the **Insurer** unanswered immediately all communications from third parties in relation to any event which may result in a loss under this **Policy**;

provide the **Insurer** with the details of any other insurance covering the **Damage**;

d) provide the **Insurer** with books, records and documents the **Insurer** requires to assess the **Insured's Claim**.

The **Insured** must as soon as reasonably practicable provide the **Insurer** with all information in the **Insured's** possession or under the **Insured's** control of a potential **Loss** or circumstances which may give rise to a **Claim** known to the **Insured** notified in accordance with the above and the **Insured** shall thereafter keep the **Insurer** fully informed as regards all developments relating to the **Loss** as soon as they occur or such further time that the **Insurer** may allow.

If **Damage** occurs which may lead to a **Claim**, the **Insurer** may:

a) enter and take possession of the damaged **Insured Property**;
b) take possession of or require the **Insured** to deliver to the **Insurer** the damaged **Insured Property** which the **Insurer** will deal with in a reasonable manner without incurring liability or reducing the **Insurer's** rights.

The **Insurer** will not pay for **Damage** if the **Insured** or anyone acting on the **Insured's** behalf:

a) does not comply with the **Insurer's** requirements;
b) hinder or obstruct the **Insurer**.

The **Insured** is not entitled to abandon any property to the **Insurer**.

The **Insured** must not admit, repudiate liability nor offer to settle, compromise make payment which may result in a loss or pay any **Claim** under the **Policy** without the **Insurer's** prior written agreement.

The **Insurer** shall have the right at any time to take full control of the investigation, adjustment and settlement of any **Claim** notified as aforesaid and the **Insurer** may appoint any other person or persons to act on the **Insurer's** behalf for such purpose and any settlement agreed by the **Insurer** shall be binding on the **Insured**.

The **Insured** shall co-operate fully with the **Insurer** and any other person or persons designated by the **Insurer** in the investigation adjustment and settlement of any **Claim** notified to the **Insurer** as aforesaid, and the **Insured** shall not without first consulting with the **Insurer** or the **Insurer's** appointed representatives litigate any such **Claim**.

In the event of a **Claim** hereunder the **Insured** shall be responsible for reporting the loss to the **Insurer** and all **Other Insurers**.

Where applicable it is further understood and agreed that when the **Insured** requests the **Insurer** for payment in settlement of any **Claim(s)** hereunder the **Insurer's** payment shall take place on the same day as payment in settlement for the same **Claim** is made to the **Insured** under the **Local Policy** and or by any **Other Insurers**.

7 **Contract Rights (Third Parties)**

A 'person' who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 **Contribution**

Where any loss destruction **Damage** or liability covered by this **Policy** is also covered by another policy (or would be but for the existence of this **Policy**) the **Insurer** will only pay a rateable share of the loss.

If the other insurance is subject to a condition of average and this **Policy** is not, this **Policy** will become subject to the same condition of average.

If the **Insured Property**, covered by any other insurance is subject to a provision excluding proportional payment in whole or in part the payment the **Insurer** makes will be limited to the proportion of loss destruction or **Damage** as the sum insured / limit of indemnity bears to the value of the **Insured Property**.

9 **Discharge of Liability**

The **Insurer** may at any time pay the sum insured / Limit of Indemnity or the (after the deduction of any sum already paid) or any less amount for which a **Claim** can be settled and the **Insurer** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

10 **Fraud**

If any **Claim** made by the **Insured** or anyone acting on the **Insured's** behalf to obtain any **Policy** benefit shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof no compensation shall be payable hereunder.

11 **Hire Agreements**

In consequence of **Insured Property** under this **Policy** being the subject of hire agreements it is understood and agreed that the interest of the owners is deemed to be included in the protection afforded by this insurance it being understood that the **Insured** shall declare the name of any other interested party in the event of **Loss**.

12 **Identification**

Unless otherwise stated any word or expression to which a specific meaning has been attached in any part of this **Policy** shall bear the same meaning wherever it may appear.

13 **Lenders Interests**

The **Insurers** note the interest of mortgagees, bankers, lenders and others with an insurable interest in the **Insured Property**.

14 Non Disclosure

This **Policy** shall be voidable if there has been any misrepresentation, incorrect description or non disclosure in any material particular by the **Insured** or anyone acting on the **Insured's** behalf.

15 **Non-Invalidation**

This insurance shall not be invalidated by any inadvertent act, omission or alteration by the **Insured** whereby the risk of **Damage** is increased unknown to and or beyond the **Insured's** control provided that immediately, and in any event not more than FIFTEEN (15) days thereafter, the **Insured** becomes aware thereof shall give the **Insurer** notice and pay any additional premium in accordance with the Premium Payment Clause.

16 **Premium Adjustment**

If any part of the premium is calculated on estimates furnished by the **Insured**. The **Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such record. The **Insured** shall within ONE (1) month or if the **Insurer** agrees to some other period of time, from the expiry of each **Period of Insurance** furnish the **Insurer** with such particulars and information as the **Insurer** may require. The premium for such **Period of Insurance** shall thereupon be adjusted and the difference paid by or allowed to the **Insured** as the case may be subject always to any minimum premiums stipulated.

17 **Reasonable Precautions**

The **Insured** must take all reasonable care:

a) to prevent injury, accident or damage;
b) to observe and comply with statutory or local authority laws, bye laws, obligations or requirements;
c) to maintain the **Insured Property** in efficient and safe working order;
d) to make good or remedy any defects or danger which becomes apparent and take such additional precautions as circumstances may require;
e) in the selection and supervision of Employees.

18 **Replacement or Reinstatement Clause**

Unless otherwise stated in the **Schedule** in the event of **Damage** the basis upon which the **Insurer** will calculate the amount the **Insurer** will pay for any **Claim** will be the reinstatement of the **Insured Property Damaged** subject to the following conditions;

c) If the **Insured Property** under any Buildings, Machinery and Plant, Tenants Improvements or other items described in the **Schedule**, but not pedal cycles, personal items, rent or motor vehicles if insured is lost or destroyed the **Insurer** will pay for its rebuilding or replacement in a similar condition as good as but not better or more extensive than its condition when new;
d) If such **Insured Property** is **Damaged**, the **Insurer** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than its condition when new;
However the **Insurer** will not pay more than the **Insurer** would have done if the property had been completely destroyed;
c) Without increasing the **Insurer's** liability the **Insured** may replace the **Insured Property** on another site and in a suitable manner to suit the **Insured's** needs;
d) All work must be carried out and completed as soon as possible;
e) If at the time of rebuilding or replacement, EIGHTY FIVE (85)% of what it would have cost to replace the whole **Insured Property** under that item, is greater than the sum insured at the time the **Damage** occurred the **Insured** will be liable to bear a proportionate share of the loss.

The **Insurer** will not pay under this clause:

j) until the **Insured** have incurred the cost of replacing or repairing the **Insured Property**;
ii) if the **Insured** or someone acting on the **Insured's** behalf have insured the property under another policy which does not have a similar basis of reinstatement.

19 **Rights of the Insurer**

On the happening of **Damage** for which a **Claim** is or may be made under this **Policy,** the **Insurer**, and every person authorised by the **Insurer,** may without thereby incurring any liability and without diminishing the **Insurer**'s right to rely upon any conditions of this **Policy**, enter take or keep possession of the building or **Insured Premises** where the **Damage** has happened and may take possession of, or require to be delivered to them, any of the **Insured Property** and may keep possession of and deal with such **Insured Property** for all reasonable purposes and in any reasonable manner.

The **Insured** hereby agrees that this clause gives the **Insurer** licence to inspect the **Insured Premises** at any time during the **Period of Insurance** and that the **Insured** shall co-operate fully with the **Insurer** and any other person or persons designated by the **Insurer** in the inspection.

This condition shall be evidence of the **Insurer's** leave and licence so to do. If the **Insured** or anyone acting on the **Insured's** behalf shall not comply with the **Insurer's** requirements or shall hinder or obstruct the **Insurer** in doing any of the above mentioned acts then all benefit under this **Policy** shall be forfeit.

The **Insured** shall not in any case be entitled to abandon any **Insured Property** to the **Insurer** whether taken possession of by

the **Insurer** or not.

20 **Salvage**

All salvages, recoveries and payments recovered or received subsequent to a claim settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto. Unless otherwise agreed in writing between the **Insured** and the **Insurer** all salvage shall remain the property of the **Insurer**.

21 **Subrogation**

If the **Insurer** becomes liable for any payment under this insurance for a loss, the **Insurer** shall be subrogated to the extent of such payment to all the rights and remedies of the **Insured** against any party for such loss and the **Insurer** shall be entitled, at the **Insurer's** own expense, to sue in the **Insured's** name. The **Insured** shall give to the **Insurer** all such assistance in the **Insured's** power as the **Insurer** may require to secure the **Insurer's** rights and remedies either before or after indemnification.

22 Waiver of Subrogation Rights

In the event of a **Claim** arising under this **Policy**, the **Insurer** agrees to waive any rights remedies or relief to which the **Insurer** might become entitled by subrogation against;

a) any company whose relationship to the **Insured** is either a parent to a subsidiary or subsidiary to parent;

b) any company which is a subsidiary of a parent company of which the **Insured** are a subsidiary;

at the time of the **Damage,** as defined in or within the meaning of the relevant Companies Act or as defined in similar legislation.

The **Insurer** will not exercise any such rights against any of the **Insured's** employee(s) and or Tenant unless the **Claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee(s) or Tenant.

GENERAL POLICY EXCLUSIONS

1 Biological or Chemical Materials Exclusion

This **Policy** excludes **Damage** cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 **Electronic Data Exclusion**

a) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is understood and agreed as follows;

i) This **Policy** does not insure **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.

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.

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':

ii) However, in the event that a peril listed below 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 **Period of Insurance** to **Insured Property** by this **Policy** directly caused by such Listed Peril: fire, explosion.

Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this **Policy** suffer loss **Damage** insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation.

These costs will not include research and engineering or any costs of recreating gathering or 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.

This **Policy** excludes **Damage** cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with person or persons whether identified or not responsible for or involved with creating a Computer Virus or Similar Mechanism or a Denial of Service Attack unauthorised access to or use of Computer and Electronic Equipment.

3 **Electronic Date Recognition Exclusion**

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;

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 **Insured's** property or not;

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 **Insured's** property or not.

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.

4 **Micro-Organism Exclusion**

This **Policy** does not insure any loss, **Damage**, **Claim**, cost expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including, but not limited to, any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

e) **Damage** to **Insured Property**;
f) any contingency or cause whether or not contributing concurrently or in any sequence;
g) any loss of use occupancy or functionality ;
h) any action required including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion supersedes and replaces any provision either in whole or in part in this **Policy** that provides insurance for these matters.

5 **Pollution or Contamination Exclusion**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss resulting from pollution or contamination except (unless otherwise excluded) loss resulting from **Damage** to **Insured Property** or any part thereof used by the **Insured** at the **Insured Premises** for the purpose of the **Business** caused by:

a) Pollution or contamination at the **Insured Location** which itself results from 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, earthquake, storm, flood, bursting overflowing discharging or leaking of water or oil, from any tanks apparatus, pipes or appliance, or impact by any road vehicle or animal;

b) Any of the perils listed in (a) above which itself results from pollution or contamination.

6 **Pool and Schemes Exclusion**

This **Policy** does not cover loss, destruction or damage, or any **Consequential Loss** resulting therefrom, which can be insured against under any government scheme or official obligatory pool except, where such loss, destruction or damage is so insured, as regards any difference between the amount recoverable under such scheme or pool and the amount which would have been recoverable hereunder had this exclusion not been incorporated herein.

7 **Radioactive Contamination and Explosive Nuclear Assemblies Clause**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
In no case shall this insurance cover:

1.property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association;
or
2.Loss, **Damage**, liability or expense directly or indirectly caused by or contributed to by or arising from:

2) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
3) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this sub-clause d. Does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the **Insured Property** and are being prepared, stored or used in the normal course of operations by the **Insured** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

3.[Notwithstanding 2 above, cover is provided hereunder in respect of the following exposures:] NONE.

8 **Sonic Bang Exclusion Clause**

Notwithstanding anything to the contrary contained herein this Insurance does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic, supersonic or hypersonic speeds.

9 **Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance 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 act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This clause 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 any act of **Terrorism**.

If the **Insurer** alleges 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**.

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

10 **War Civil War Exclusion**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover any liability assumed by the **Insured** for loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, 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 any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are **Terrorism**.

11 **Earthquake in Japan Exclusion**

This **Policy** does not cover **Damage** or **Consequential Loss** caused by or arising from **Earthquake** in Japan

12 **Flood in the Netherlands Exclusion**

This **Policy** does not cover **Damage** or **Consequential Loss** caused by or arising from Flood in The Netherlands

13 **Storm Surge in Germany Exclusion**

This **Policy** does not cover **Damage** or **Consequential Loss** caused by or arising from **Storm Surge** in Germany

A **Storm Surge** shall mean any event or series of events which shall cause the water level to exceed the local average high water at the North Sea coast or the mean level at the Baltic Sea coast by at least 1.5 metres

A **Storm Surge** will be declared by the Federal German Office for Maritime Shipping and Hydrography (Bundesamt für Seeschifffahrt und Hydrographie) or other appropriate authority

CONDITIONS PRECEDENT

The following Conditions Precedent ONLY apply in circumstances where the **Insured** is responsible for all or any of the situation(s) as described in Clauses 1, 2, 3, 4, 5, 6 and 7 below and if the **Condition Precedent** has a '**Y**' set against it in the **Policy** or **Section Schedule**. At inception of this **Policy** or as amended by the **Insurer** in writing, the following **Condition Precedent** are deemed to continue throughout the **Period of Insurance**.

1 **Automatic Fire Alarm Condition**

In respect of **Insured Premises** which are protected by an automatic fire alarm installation, it is a condition of the **Insurer's** liability that the **Insured** hereby undertakes to:

a) make a test at least once a week for the purposes of ascertaining the condition of :
   (i) the batteries and;
   (ii) the Fire Brigade connection;

   Note 1: *As regards (ii) where the Fire Brigade have given a written undertaking to carry out the tests* the ***Insured's*** *responsibility will be confined to requirement (i).*

   Note 2: *Where the Fire Brigade connection is not continuously monitored test (ii) must be made every weekday (holidays excepted).*

b) make a test every weekday (holidays excepted) for the purposes of ascertaining the condition of all detector circuits;

   Note 3: *Where the detector circuits are continuously monitored or such that one break of wires will not prevent a fire alarm being given (e.g. a ring circuit) this test need not be made.*

c) obtain promptly a quarterly report from the Installing Engineers and to remedy any defect revealed and to file such report ready for examination by the **Insurer's** representative when required;

d) send promptly a notification to the Installing Engineers of any serious disablement disconnection or temporary disuse from any cause of the installation (except during the actual testing) and to file a copy of the same with a memorandum of the duration of time the installation was inapplicable ready for the examination of the **Insurer's** representatives when required;

e) notify the **Insurer** immediately of the removal of any Automatic Fire Alarm installation.

2 **Fire Appliances Maintenance Condition**

The **Insured** must maintain the Fire Extinguishing Appliances located in the **Insured Premises** in full working order. Nevertheless this **Policy** shall not be invalidated by any defect in any of the Fire Extinguishing Appliances due to circumstances unknown to the **Insured** or beyond the **Insured's** control.

3 **Fire Proof Doors Condition**

All fireproof doors and shutters will be maintained in efficient working order and closed in the correct manner outside of business hours. All doors, door openings, stairways, stairwells and/or fire escape stairways and stairwells shall be kept clear and unblocked at all times both during and outside of business hours.

4 **Intruder Alarm Condition**

At the start of this insurance and after the start of this insurance the Intruder Alarm installed in the **Insured Premises** shall be:

a) installed in accordance with the intruder alarm specification and no alteration or variation of the system or any structural alteration to the **Insured Premises** which would affect the system shall be made without the **Insurer's** written consent;

b) in full and efficient working order at all times and serviced under the maintenance contract with the installing engineers or as otherwise approved by the **Insurer**;

c) tested and set whenever the alarmed portion of the **Insured Premises** are closed for **Business** or not attended by the **Insured** or any person authorised by the **Insured** to be responsible for the security of the **Insured Premises**;

d) as soon as the **Insured** discovers or becomes aware of any defects in the security alarm system such defects must be promptly remedied.

Provided that in any event the **Insurer** shall not be liable under **Section** C for any loss occasioned by Theft subsequent to the **Insured** receiving a written notification from:

i) an intruder alarm Installer that the maintenance contract is suspended;

ii) the relevant Police Authority that alarm signals from the **Insured Premises** will no longer be answered.

This **Policy** will not be invalidated by any defect in the said alarm or installation due to circumstances beyond the **Insured's** control arising after the alarm has been properly set.

Definition of Intruder Alarm:

The component parts detailed in the alarm specification and the lines of communication used to transmit signals.

5 **Protections Condition**

At the start of this insurance and after the start of this insurance:

a) all security protections in place at the **Insured Premises** or subsequently installed whether or not agreed by the **Insurer** shall not be withdrawn altered or varied without the **Insurer's** prior written consent and shall be maintained in proper working order and put into full and effective operation whenever the **Insured Premises** are closed for business and/or left unattended;

b) whenever the **Insured Premises** are closed for business and/or left unattended all measures provided to protect the **Insured Premises** are properly fitted, maintained in good order and kept in full operation throughout the **Period of Insurance**;

c) whenever the **Insured Premises** are closed for **Business** or left unattended any keys for the **Insured Premises** and or any Intruder Alarm Installation and or safes and or strongrooms and or any other secured area or device in which **Insured Property** is kept are to be removed from the **Insured Premises**.

as soon as the **Insured** discovers or becomes aware of any defects in the protections such defects must be promptly remedied.

6 **Sprinkler Maintenance Condition**

For the installation(s) of Automatic Sprinkler Systems installed at the inception of this **Policy** or subsequently installed whether or not agreed by the **Insurer** and/or required and/or approved by the **Insurer** and provided that the maintenance and testing of the system is under the **Insured's** control or is the **Insured's** responsibility the **Insured** undertakes to keep a log of all test results and to:

a) make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valve controlling the individual water supplies and the installation are fully open;

b) make quarterly or half-yearly test if required by the **Insurer** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test;

c) make a test every weekday (holidays excepted) of:

i) the Brigade connection;

ii) the circuit between the alarm switch and the control unit ; and

iii) the batteries for each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade;

Note 1: it is permissible for test (i) to be carried out by the Fire Brigade are prepared to give a written undertaking to perform the duty;

Note 2: where the circuits in (i) and (ii) are continuously monitored tests need only be made once per week

d) remedy promptly any defect revealed by such tests;

e) notify the **Insurer** before any installation is rendered inapplicable or immediately in the event of an emergency;

f) allow the **Insurer** access to the **Insured Premises** at all reasonable times for the purpose of inspecting the sprinkler installation;

g) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order.

7 **Hot Work Condition**

Hot Work *shall be defined as any temporary or permanent operation that involves open flames or produces heat and/or sparks. This includes, but is not limited to, brazing, cutting, grinding, soldering, torch-applied roofing and welding.*

Any work or activity, involving the application of heat is to be undertaken by qualified persons and a documented Hot Work procedure provided, outlining the following minimum requirements which shall apply to all employees and contractors. The insured shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other damage.

(a) All supervisory and safety systems including but not limited to Automatic Sprinkler Installations shall not be deliberately or knowingly impaired during the conduct of the Hot Work unless it is a manufacturers' specification that such impairment is necessary and an appropriate risk assessment has been undertaken.
Where there is a planned impairment to a fixed fire protection system, notification to Generali UK shall be provided at least 48 hours in advance of the impairment. (Notification can be made by phone or e-mail.)

(b) The Hot Work area shall be clear of combustible materials. All combustible materials which are located within TEN (10) Metres from the application of heat and cannot be removed, including stored products, building components, equipment and openings in walls, shall be fully protected with non-combustible screens or fire rated blankets.

(c) Equipment for Hot Work is checked and in good repair. The lighting of all equipment for Hot Work shall be carried out strictly in accordance with the manufacturer's instructions with no piece of lighted equipment left unattended

(d) Gas cylinders not required for immediate use shall be stored external to buildings in a dedicated caged area. Cylinders shall be secured at all times whether or not in use.

(e) A trained person not directly involved with the Hot Work shall provide a continuous fire watch during the period of the Hot Work. A fire watch shall also be provided during any break or lunch periods whilst the Hot Work permit is active.

(f) Post monitoring of the Hot Work and immediate surrounding areas shall be undertaken for a minimum of ONE (1) hour after completion of Hot Work activities, which shall include inspection of at least every FIFTEEN (15) minutes during the one hour monitoring period to identify any smouldering fires. Automatic fire detection/protection systems should be reinstated during the monitoring period.

(g) There shall be at least ONE (1) fire extinguisher with a capacity of not less than NINE (9) litres, available for immediate use in the area where the work is to be undertaken. Fire extinguishers installed for normal building/area coverage shall not be used for this purpose.

The Insured must ensure that contractors have public liability insurance in force covering the term of the work and must confirm the same through a copy of the contractors Certificate of Insurance.

(巨&外 082)

明台產物商業火災綜合保險(○○股份有限公司) 0004M97089

SECTION 1 MATERIAL LOSS OR DAMAGE

INDEMNITY

In the event of any accidental physical loss destruction or damage (hereinafter in Section 1 refereed to as "Damage" with "Damaged" having a corresponding meaning) directly from a peril not otherwise excluded in the Policy happening in Taiwan to the Property insured described in Section 1 the Insurers(s) will subject to the provisions of this Policy including the limitation on the Insurer(s) liability, indemnify the Insured in accordance with the applicable Basis of Settlement.

Subject to the liability of the Insurer(s) not being increased beyond the Limit(s) or Sub-Limits of Liability already stated herein, the Insurer(s) will also indemnify the Insured for :

(a) architects', surveyors', consulting engineers', legal and other fees and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon Damage to the Property hereby insured but no such costs, fees and salary for preparing any claim hereunder.

(b) any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority; where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder; provided that the Insurer(s) shall not be liable for payment of any fines and/or penalties imposed upon the Insured by any such Authorities.

(c) costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the vicinity of the Property Insured or threatening to involve such property or for the purpose of preventing or diminishing imminent damage to the Property Insured by any other peril insured against by this Policy

(d) costs and expenses necessarily and reasonably incurred for the temporary protection and safety of the Property Insured pending repair or replacement consequent upon damage recoverable hereunder.

(e) costs of replacing locks and/or keys and/or combinations where if as a result of burglary, theft or any attempt thereat the keys and/or combinations are stolen or if there are reasonable grounds to believe the keys may have been duplicated also the cost of opening safes and/or strongrooms as a result of theft of keys and/or combinations.

(f) costs and expenses necessarily and reasonably incurred in respect of :

(i) the removal, storage and/or disposal of debris or the decontamination, demolition, dismantling, shoring up, propping, underpinning or other temporary repairs consequent upon Damage to Property Insured and occasioned by a peril or event not otherwise excluded;

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

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

PROPERTY INSURED

All real and personal property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any Damage, including all such property in which the Insured may acquire an insurable interest during the Period of Insurance.

It is understood and agreed that the term "personal property" shall include Money (which shall mean current coin, bank notes, currency notes, cheques, travellers cheques, securities, negotiable instruments, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines) whilst contained in the Situation including whilst in transit and whilst contained in the night safe of any bank or financial situation where the Insured transacts business and in the personal custody of the Insured and/or persons authorised by the Insured whilst contained in their private residences, anywhere within the Situation Provided that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability for Money.

BASIS OF SETTLEMENT

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

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

(b) On raw materials, supplies and other merchandise not manufactured by the Insured; the replacement cost at the time and the place of replacement or, if such property is not replaced, the value thereof at the time and place of the Damage.

(c) On material in process of manufacture; the replacement value of the raw materials and the value of labour and other overhead charges expended thereon at the time and the place of the Damage.

(d) (i) On finished goods; the replacement value of the raw materials and the value of labour and other overhead charges expended thereon before any allowance for profit or the cost of re-stocking such goods, whichever is the lesser.

(ii) On goods but not delivered for which the Insured is responsible and with regard to which, under the conditions of sale, the sale contract is by reason of the Damage cancelled, either wholly or to the extent of the Damage; the contract price.

(e) On computer systems records, including documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records same, including information contained therein or thereon but excluding the value to the Insured of the said information; or, if such is not required, the replacement cost of materials as blank stationery at the time and place of the Damage.

(f) On patterns, models, moulds, dies or lasts; the cost of repair or replacement (if actually replaced) otherwise the indemnity value to the Insured of such property.

(g) On glass, the cost of repairing or replacing the broken glass including:

* temporary shuttering and/or hiring of security service pending
* signwriting or ornamentation on glass
* replacement burglar alarm tapes on glass
* removing and re-fixing of window and show case frames and fittings
* heat reflecting material or process on glass

(h) On empty premises awaiting demolition; the salvage value of the building materials and/or landlords fixtures and fittings.

MEMORANDA TO SECTION 1

Except to the extent that this Policy is hereby modified under the following Memoranda the terms, conditions and limitations of this Policy shall apply.

INTERESTS OF OTHER PARTIES

The insurable interest of all parties interested in the Property Insured shall be automatically included without notification or specification; the nature and extent of such interest to be disclosed in event of Damage and the Insurer(s) shall waive all rights of subrogation which may otherwise have existed against such parties.

Where this Policy 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(s) and on demand pay such reasonable additional premium as the Insurer(s) may require.

Notwithstanding the foregoing paragraph it is understood and agreed that in the event of any of the parties referred to herein being entitled to the benefits of any 'Concessions Agreement' which it may have entered into with the Insurer(s), the said Concessions Agreement' will take precedence over the foregoing paragraph.

BRANDED GOODS

Any salvage of branded goods and/or merchandise, the Insured's own or held by the Insured in trust or on commission, and/or goods sold but not delivered, shall not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the Damage will be assessed at the value agreed between the Insured and the Insurer(s) after brands, labels or names have been removed by or on behalf of the Insured.

DECLARED VALUES

The Schedule of Declared Values at each Location (in accordance with the applicable Basis of Settlement) attaches to and forms part of this Policy for the purpose of the application of the Acquired Companies and New Location memoranda.

It is specifically understood and agreed that, with respect to the declared values of Property Insured in accordance with the Basis of Settlement, such declared values shall not include any allowances for Extra Cost of Reinstatement and any of the costs and expenses referred to under clause (b) to (f) of The Indemnity.

REINSTATEMENT OR REPLACEMENT

(Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items (b) to (h) under Basis of Settlement).

The basis upon which the amount payable is to be calculated shall be the cost of reinstatement of the Damaged Property Insured at the time of its reinstatement, subject to the following Provisions and subject also to the terms, Conditions and Limit(s) or Sub-Limit(s) of Liability of this Policy.

For the purpose of the insurance under this memorandum "reinstatement" shall mean :

(a) Where property is lost or destroyed : in the case of a building, the rebuilding thereof or in the case of property other than a building, the replacement thereof by similar property : in either case in a condition equal to, but not better or more extensive than, its condition when new.

(b) Where property is damaged; the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but no better or more extensive than, its conditions when new.

Provisions

(i) The work of rebuilding, replacing or restoring as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Insured, but subject to the liability of the Insurer(s) not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Insurer(s) shall not be liable to make any payment greater than the indemnity value of the Damaged Property Insured at the time of the happening of the damage.

(ii) When any Property Insured to which this memorandum applies is Damaged in part only, the liability of the Insurer(s) shall not exceed the sum representing the cost which the Insurer(s) could have been called upon to pay for reinstatement if such property had been wholly destroyed.

EXTRA COST OF REINSTATEMENT

(Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items (b) to (h) under Basis of Settlement).

This Policy extends to include the extra cost of reinstatement (including demolition or dismantling) of Damaged Property Insured necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority; subject to the following Provisions and subject also to the terms, Conditions and Limit(s) or Sub Limit(s) of Liability of this Policy.

Provisions

(i) The work of reinstatement (which may be carried out wholly or partially upon any other site(s), subject to the liability of the Insurer(s) not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Insurer(s) shall not be liable to make any payment beyond the amount which would have been payable under this Policy if this memorandum

had not been incorporated herein.

(ii) The amount recoverable shall not include the additional cost incurred in complying with any such Act, Regulation, By-Law or requirement with which the Insured had been required to comply prior to the happening of the Damage.

(iii) Co-insurance shall not be applied to the amount recoverable under this memorandum and any amount specified shall not be taken into account for co-insurance purposes in terms set out in any clause contained in this Policy.

FLOOR SPACE RATIO INDEX (PLOT RATIO)

In the event of the buildings being damaged so as to constitute total loss or constructive total loss and as a result of the exercise of statutory powers and/or authority by any Government Departments, Local Government or any other Statutory Authorities reinstatement of the building as before is prohibited and reinstatement is only permissible subject to a reduced Floor Space Ratio Index and the payment of certain fees and contributions as pre-requisites for consent to reinstatement.

The Insurer(s) agree(s) to pay in addition to any amount payable on reinstatement of such building(s) the difference between :
(a) the actual cost of reinstatement incurred in accordance with the reduced floor space ration index and

(b) the cost of reinstatement which would have been incurred had a reduced floor space index not been applicable.

In arriving at the amount payable under (a) and (b) above any payments made by the Insurer(s) shall include the extra cost of reinstatement, including demolition or dismantling of the Property Insured, necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made thereunder or any By-law or Regulation of any Municipal or other Statutory Authority.

Any payment made for the difference between (a) and (b) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Insured in the reinstatement of the building(s).

OUTPUT REPLACEMENT

Where any Property Insured hereunder constitutes property which has a measurable function, capability or output and it is, or may become, necessary to replace such property with a new item or items which perform(s) a similar function or functions then such property shall be valued for insurance purposes as follows, and the value(s) for settlement of any claim in respect thereof shall be on the same basis:

(a) Where any Damaged Property Insured is to be replaced by an item or items which have the same or a lesser total function, capability or output, then the insurable value of such Damaged Property Insured is the new installed cost of such replacement item or items as would give the same total function, capability or output as the Damaged Property Insured.

(b) Where any Damaged Property Insured is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is no greater than the replacement value of the Damaged Property Insured, then no deductions shall be made from any claim for the improved function, capability or output of the replacement property.

(c) If any Damaged Property Insured is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is greater than the replacement value of the Damaged Property Insured, then the insurable value of such Damage Property Insured is either.

(i) the estimated cost of reinstatement of such Damaged Property Insured as defined in sub-clause (a) of the Reinstatement and Replacement Memorandum,

or

(ii) that proportion of the new installed cost of the replacement item or items which the output of the Damaged Property Insured bears to the output of the replacement item or items;

whichever amount is the greater.

The difference between the insurable value as defined in this memorandum and the new installed cost of the replacement item or items shall be borne by the Insured.

Provided that where any Damaged Property Insured is to be repaired the Insurer(s) shall pay the cost of restoration of the Damaged Property Insured to a condition substantially the same as, but not better or more extensive than, its condition when new and the liability of the Insurer(s) shall not exceed the sum representing the cost which the Insurer(s) could have been called upon to pay if the Damaged Property Insured had been wholly destroyed.

DESIGNATION

For the purpose of ascertaining the classification under which any property is insured the Insurer(s) agree to accept the designation applied to such property by the Insured in their records.

UNDAMAGED FOUNDATIONS

Where any Property Insured hereunder is Damaged but the foundations thereof are undamaged and due to the exercising of statutory powers and/or delegated legislation and/or authority by any Government Department, Local Government or other Statutory Authority reinstatement of the Damaged Property Insured has to be carried out upon any other site(s) then the abandoned foundations will be

considered as being destroyed; provided that if the presence of such abandoned foundations increases the resale value of the original building site then such increase in resale value shall be taken into account in settlement of the loss.
Any dispute relating to the amount of such increase in site resale value shall forthwith be referred to the decision of two Registered Valuers, one each to be appointed by the Insured and the Insurer(s). In the event that the two Valuers do not reach agreement, such dispute shall be referred to the decision of a third Valuer, appointed by the President of the Institute of Valuers (or equivalent body) as an expert, whose decision shall be binding.

CUSTOMS EXCISE AND OTHER DUTIES

The Policy extends to cover the Insured's liability for customs, excise and other duties which the Insured may become liable to pay in the event of Damage to Property Insured.

OUTSIDE PREMISES STORAGE

Where the Insured enters into a contract for storage of goods and/or merchandise and the terms of the storage contain a disclaimer clause, then the insurance provided by the Policy shall not be prejudiced by the Insured agreeing to such terms.

LEASED BUILDING

Where the Insured enters into a lease agreement for occupancy of any building or part of a building and the terms of such lease contain a disclaimer clause in favour of the Lessor, then the insurance provided by the Policy shall not be prejudiced by the Insured agreeing to such terms.

EXPEDITING EXPENSES

The Policy extends to include costs and expenses reasonably incurred by the Insured for express carriage rates and extra payments for overtime, night, Sunday or holiday working incurred in connection with the repair or reinstatement of the Property Insured directly or indirectly arising from an event insured by the Policy provided that such expediting expenses shall not exceed fifty (50%) percent of the normal cost of repair or reinstatement of the Damaged Property Insured.

DETERIORATION OF UNDAMAGED STOCK

The Policy extends to include loss sustained by the Insured directly as the result of deterioration of undamaged stock which cannot be processed promptly due to interruption of or interference with the Business in consequence of Damage to Property Insured.

FUSION EXTENSION

The Policy extends to indemnify the Insured against Damage to any part or parts of the electrical, electro-mechanical and electronic machines, switchboards, installations or apparatus forming part of the Property Insured (excluding rectifiers, radio, television or amplifying equipment of any description) caused by the actual burning out of such part or parts by the electric current therein.

Provided always that the Insurer(s) shall not be liable under this memorandum for :

(a) Loss of use, depreciation, wear and tear.
(b) Damage to :

(i) Lighting or hearing elements, fuses or protective devices;

(iii) Electrical contacts at which sparking or arcing occurs in the ordinary course of working.

REINSTATEMENT OF DAMAGE BY THE INSURED

In the event of any claim hereunder the Insured may, with the consent of the Insurer(s), reinstate Damaged Property Insured and the Insurer(s) shall pay the cost of such reinstatement (including the value of labour and other overhead charges expended thereon together with a margin for profit which would otherwise have been earned by the Insured) PROVIDED ALWAYS that the liability of the Insurer(s) shall not exceed the amount which would otherwise have been payable hereunder had such reinstatement been carried out by outside contractors.

80% AVERAGE

Unless otherwise stated herein to the contrary, this Policy is subject to the following clause:
In the event of Damage to Property Insured hereunder at any Situation caused by any peril or circumstance not otherwise Excluded by this Policy, the Insurers shall be liable for no greater proportion of such Damage than:
(a) In respect of a loss settled on a Reinstatement or Replacement basis; the amount of the Insured's Declared Value of such property on the day of the commencement of the Period of Insurance bears to the sum representing eighty percent (80%) of the actual value of property insured at such Situation on the day of commencement of the Period of Insurance but not exceeding the Limit of Liability expressed in the Schedule.
(b) In respect of a loss settled on an Indemnity basis; the amount of the Insured's Declared Value of such property on the day of the commencement of the Period of Insurance bears to the sum representing eighty percent (80%) of the Indemnity Value of the property insured at such Situation on the day of commencement of the Period of Insurance but not exceeding the Limit of Liability expressed in the Schedule.
Provided that no Average will apply if the amount of the Damage does not exceed 5% of the amount of the Insured's aforementioned Declared Value

DEBRIS REMOVAL CLAUSE

It is hereby declared and agreed that the insurance of this policy shall include all costs and expenses necessarily incurred by the insured in removal of debris, dismantling or demolishing, shoring up or propping of the portions of property by the said items destroyed and damaged by fire or by any other peril hereby insured against. Provided the total amount recoverable under this clause is subject to the sub-limit of liability as stated in the schedule.

CHANGE IN TEMPERATURE CONTROLLED ENVIRONMENT

This Policy covers Damage to stock caused by or arising from changes in any temperature controlled environment, where such change arises out of mechanical, hydraulic, electrical or electronic breakdown of the temperature controlling equipment, for a period of not less that twelve (12) hours.

PERSONAL EFFECT
Property Insured shall include the personal effects and/or personal property of directors officers, partners, and employees of the Insured and of any visitor to the Insured's premises (other than a visitor contracted to provide services to the Insured) whilst such personal effects and/or personal property are at the Insured's premises.
Limit of Indemnity : NTD30,000.-. per person, NTD20,000,000 each and every loss.
OUTBUILDING CLAUSE

The insurance on building is understood to include walls, small outside buildings, extensions, annexes, exterior staircase, fuel installations, steel or iron framework.

PAIR AND SET CLAUSE

In the event of loss or damage to any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set.

WORK IN PROCESS – OUTSOURCED CLAUSE

In the event of loss or damage to stock which is outsourced for working in process, the company will indemnify the Insured in respect of such loss or damage by any of the perils insured against this Policy.
Subject otherwise to the terms, conditions and exceptions of this Policy.
Limit of Indemnity: NTD100,000,000 each and every loss.

SECTION 2 - BUSINESS INTERRUPTION

THE INDEMNITY

In the event of any building or any other property or any part thereof used by the Insured at the Premises for the purpose of the Business suffering accidental physical loss, destruction or damage by any cause or event not hereinafter excluded (loss, destruction or damage so caused being hereinafter termed "Damage") and the Business carried on by the Insured being in consequence thereof interrupted or interfered with, the Insurer(s) will, subject to the provisions of this Policy including the limitation on the Insurer(s) liability, pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the applicable Basis of Settlement.

Provided that the Insurer(s) will not be liable for any loss under this Section unless the Insured's property suffering Damage is insured against such Damage and the Insurer(s) by which property is insured shall have paid for or admitted liability in respect of such Damage unless no payment shall have been made or liability admitted solely owing to the operation of a provision in such insurance excluding liability for Damage below a specific amount AND THAT the liability of the Insurer(s) shall in no case exceed the Limit(s) or Sub-Limit(s) of Liability as set out herein.

BASIS OF SETTLEMENT

Item No 1 Loss of Gross Profit

The insurance under this item is limited to loss of Gross Profit due to :

(a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be :

(a) In respect of Reduction in Turnover

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover,

(b) In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage

Item No 2 Accountants and Insured's Claim Preparation Costs

The insurance under this item is to cover such reasonable professional fees as may be payable by the Insured, and such other reasonable expenses necessarily incurred by the Insured and not otherwise recoverable, for preparation of claims under the Insured's material damage and business interruption insurance policies and the Insurer(s) shall indemnify the Insured for such reasonable fees and expenses, up to but not exceeding the Sub-Limit of Liability for Accountants Fees and Insured's claim preparation costs.

Item No 3 - Additional Increased on Cost of Working

The insurance under this item is limited to the additional expenditure beyond that recoverable under clause (b) of Item 1 reasonably incurred by the Insured during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing a reduction in Turnover or for the purpose of resuming or maintaining normal business operations, up to but not exceeding the Sub-Limit of Liability for Additional Increase Cost of Working.

PROVIDED THAT this item does not include :

a. any portion of such additional expenditure which would have been recoverable under Item 1 but for the inadequacy of the Limit of Liability in respect of such item or

b. cost of reinstating physical Damage.

Item No 4 - Rent Payable / Insurable

The insurance under this item is in respect of rent and other expenses payable, or insurable, by the Insured in accordance with the terms of any lease agreement and the amount payable as indemnity thereunder, in the event of Damage, shall be such sum(s) as the Insured shall be legally liable to pay, or the Lessor shall be legally entitled to receive, under the terms of the lease; together with the additional expenditure necessarily and reasonably incurred for the sole purpose of diminishing the amount otherwise claimable under this item.

DEFINITIONS

GROSS PROFIT : the amount by which : -

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

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

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

TURNOVER

The money (less discounts, if any allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

INDEMNITY PERIOD

The period beginning with the occurrence of the Damage and ending not later than the number of months specified as the Indemnity Period in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

PROPERTY EXCLUSIONS

Section 1 of this Policy does not cover Damage to the following property:

1. Property in Transit
Property (other than Money) whilst in transit other than during the incidental movement of such property within Locations occupied by the Insured.

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

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

(b) stolen from an unlocked or unattended vehicle;

(c) stolen from a safe or strongroom opened by a key or by use of details of a combination, either of which has been left at the Situation outside business hours;

(d) where the loss is not discovered within (5) working days of the event;

(e) where the loss relates solely to the payment of money demanded by any person(s) connected with :

i) kidnapping
ii) bomb threat
iii) hoax
iv) extortion

or any attempt thereat, but this exclusion does not apply to loss of Money arising out of armed hold-up.

3. Jewellery, furs, bullion, precious metals or precious stones other than as stock and/or merchandise of the Business.

4. (a) Any locomotive or rolling stock or watercraft (including accessories or spare parts of any of them),
(b) Any aircraft (including its accessories or spare parts).

5. Motor vehicles or forklifts, other mechanically or electrically propelled vehicles or trailers (including accessories or spare parts in or on any of them) registered or licenced to travel on a public road.

6. Livestock, animals, birds or fish.

7. Standing timber, growing crops, trees and pastures.

8. Land (including topsoil and backfill), provided that this exclusion shall not apply to structural improvements on or in the land if such structural improvements are not otherwise excluded in this Policy.

9. Bridges, canals, roadways and tunnels, railway tracks (other than on the premises occupied or used by the Insured), dams and reservoirs (other than tanks) and their contents.

10. Docks, wharves and piers.

11. Mining property located beneath the surface of the ground.

12. Property during the course of, and as a result of, its normal processing. Provided that this Exclusion shall be limited to the specific Damage to that part or those parts immediately and directly so affected and shall not extend to the balance of that part or any other part or parts not immediately and directly affected or to any other Property Insured. Provided further that any Damage occurring during lifting of Property Insured during processing will not be excluded hereunder.

13. (a) Property undergoing construction, installation, erection, alteration, or addition, demolition, or testing when the value of work exceeds TWD 100,000,000, provided this exclusion shall apply only to the portion(s) of the Property Insured which are the subject of such works and this exclusion shall not apply to other Property Insured not the subject of such works.
(b) Empty premises undergoing demolition.

ENDORSEMENTS
ATTACHING TO AND FORMING PART OF THIS POLICY

Notwithstanding anything contained in this Policy, to the contrary this Policy is hereby modified under the following Endorsements.

Unless otherwise specifically stated where the terms of any Endorsement are inconsistent with any other terms of this Policy or where the terms of any Endorsement are inconsistent with the terms of any other Endorsement, the terms most favourable to the Insured will prevail.

Where the Schedule states that an Endorsement is subject to a special limit or other special provision, the limit or provision will apply to that Endorsement but not to loss that would otherwise have been covered under this Policy without the Endorsement.

REINSTATEMENT OR REPLACEMENT

The introductory paragraph to the Reinstatement or Replacement clause in Section 1 is deleted and replaced with:

Applicable to buildings, machinery, plant and all other property and contents; other than:

(a) those specified in items (b) to (h) under Basis of Settlement;
(b) property declared on a 'no book value basis' recorded in the Insured's books of account as having no value after depreciation but which is still in use. Such property has a declared value and insured value of a minimum of 30% of its acquisition cost.

DEFINITIONS

(a) Actual Cash Value:
Means the value attributable to the cost to replace or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition at the time that the Damage occurred taking into consideration age, condition and remaining useful life.

(b) Event
(i) Means any loss or series of losses arising from one uninterrupted common cause. If losses are attributable to several causes in an unbroken chain of causation, the cause that triggered the chain of causation will be regarded as the common cause.

The sum of all such losses shall be treated as one Event irrespective of when during the Period of Insurance such losses occur.

(ii) Natural Perils- defined as earthquake, storm, flood, tempest, wind, hail and/ or rainwater, hurricane, typhoon or cyclone, volcanic eruption, subterranean fire, tsunami or action of the sea.

(c) Property Insured

The Definition of Property Insured is extended to include:

All the properties undergoing construction and erection but only after their Handover and the Insured shall declare their values within a period not exceeding 90 days from Handover.

Handover id Defined as:

"Building" shall include any building and its facilities (permanently) attached to it from the time that it has been constructed, erected, tested and handed over to the Insured (and occupation permit has been issued) in readiness for the erection and/or installation, testing and commissioning of machinery, plant and equipment therein.

"Machinery and Plant" shall include machinery, plant and equipment from the time that it has been erected and/or installed, hook-up tested and completed as verified by Lot & Trace Record, proved to be capable of producing product meeting the acceptable quality and standard and put into use by the Insured for the purpose of the Business.

All the above properties shall be situated at premises with fire fighting facilities fully operational. Fully operational shall mean all fire fighting facilities have already gone through testing and certified to be effective and operational by a recognized professional engineer and respective local authorities. In the event of periodical and regular maintenance and checking works that require the shut down of a part or section of the fire fighting facilities, the Insured shall take all necessary and reasonable precautions and measures and follow the standard internal procedures and guidelines to minimize the risk exposure.

UTILITIES

Subject to the Sub Limit of Liability stated in the Schedule for Utilities:

Section 1

Nothing herein is to be construed so as to limit or restrict the cover already provided elsewhere in this Policy. This Endorsement extends cover for Damage to Property Insured resulting from Damage to property of others (not insured by this Policy) away from the Insured's Premises anywhere in Taiwan that affects the supply of communication services, electricity, gas, natural gas, steam, water, refrigeration and any other form of power or sewerage reticulation, including power lines, pipes and all ancillary or peripheral equipment or apparatus, however supplied. Damage to such property away from the Insured's Premises shall be deemed to be Damage to Property Insured at the Premises.

This Endorsement to Section 1 is subject to the franchise period stated in the Schedule which does not inhibit the applicability of cover under Section 2 of this Policy.

Section 2

Loss resulting from interruption of or interference with the Business in consequence of Damage to property of others (not insured by this Policy) away from the Premises anywhere in Taiwan, that affects:

(a) the supply of communication services, electricity and any form of gas, natural gas, steam, water, refrigeration, fuel and any other form of power or sewerage reticulation however supplied;
(b) dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other manufacturing purposes, stored behind such dams or reservoirs is released from storage and causes an interruption to the Business as a result;

shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

Property Exclusion 12 shall not apply to this Endorsement as it applies to both Sections 1 and 2.

THIRD PARTY PROPERTY IN THE CUSTODY OF THE INSURED

Subject to the Sub Limit of Liability stated in the Schedule for Third Party Property in the Custody of the Insured, at the option of the Insured, this Policy extends to cover goods belonging to the Insured's customers, suppliers, contractors or sub-contractors whilst at the Insured Premises.

OFF PREMISES PROPERTY IN THE CUSTODY OF THIRD PARTIES

Property Insured under this Policy, removed to other premises is allowed and insured, provided that the Insurers shall not be liable for any amount exceeding the amount of the Sub Limit of Liability stated in the Schedule against 'Off Premises Property in the Custody of Third Parties', unless otherwise specifically agreed in writing.

This Endorsement does not apply to stock:

(a) removed to anywhere for exhibition.
(b) to the extent insured under any transit cover provided by this Policy;

MINOR WORKS

Subject to the Sub Limit of Liability stated in the Schedule for Minor Work and Property Exclusion 13, this Policy automatically includes cover for alterations and/or construction and/or re-construction and/or testing and/or re-testing and/or erection and/or addition and/or maintenance and/or repair and/or modifications and/or internal removal and/or installation and/or dismantling work (hereinafter within this Endorsement termed minor contract works) carried out by or on behalf of the Insured whether commenced during the Period of Insurance or prior to the Period of Insurance.

The cover applies only during the Period of Insurance and only in respect of contracts which have a full quoted project value of TWD 100,000,000 or less at inception of the contract, unless otherwise mutually agreed by the Insured and Insurers.

The application of Perils Exclusions 3(b) iii, 3(b) v and 3(b) vi as far as they would otherwise apply to this clause, are deleted.

This Endorsement covers:

(a) all contractors and sub-contractors from any tier in respect of minor contract works undertaken for the Insured;
(b) materials and equipment and all other items capable of physical loss or damage and incorporated in the minor contract works;

The cover afforded by this clause shall only pay in excess of a more specific insurance, if any, arranged in respect of minor contract works.

ADMINISTRATIVE AND RESEARCH & DEVELOPMENT

Section 2 of this Policy is extended to include:

Item No.6 - on Administrative and Research & Development

Notwithstanding the Operative clause of Section 2 and subject to the Sub Limit of Liability as stated in the Schedule for Administrative and Research & Development, the insurance under this Item extends the Indemnity include indemnification for loss sustained in respect of Administration and Research Establishment Expenditure and Increase in Cost of Working related thereto whether there is a reduction in Turnover or not.

The insurance under this Item is limited to the loss sustained by the Insured in consequence of the Damage in respect of (a) Administration and Research Establishment Expenditure and (b) Increase in Cost of Working and the amount payable as indemnity hereunder shall be:

(a) In Respect of Research Establishment Expenditure: for each working week in the Indemnity Period during which the activities of the administration function of the business and/or the research establishment are, in consequence of the Damage:

  (i) totally interrupted or totally given over to the reworking of projects affected by the Damage, the Insured Amount per week;
  (ii) partially interrupted or partially given over to the reworking of projects affected by the Damage, an equitable proportion of the Insured Amount per Week based upon the time rendered ineffective by reason of the Damage;

(b) In Respect of Increase in Cost of Working: the additional expenditure reasonably incurred in consequence of the Damage to minimise the interruption to the activities of administration and/or the research establishment;

less any sum saved during the Indemnity Period in respect of such of the Research Establishment Expenditure as may cease or be reduced in consequence of the Damage.

Definitions

Administration and Research Establishment Expenditure means:

The total expenditure on the administration function of the Business and research by the Insured at the Premises less the relative cost of raw materials (where applicable) consumed.

Insured Amount per Week means:

One-fiftieth part of the Administration and Research Establishment Expenditure incurred during the financial year immediately before the date of the Damage.

Administration & Research & Development Expenses

Adjustments shall be made to both the Insured Amount per Week and the Administration and Research Establishment Expenditure as may be necessary to provide for trends, variations and other circumstances so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

WAIVER OF SUBROGATION

The Insurers agree to waive any rights and remedies or relief to which they may become entitled by subrogation against:

(a) any corporation or organisation, the majority of whose capital stock is owned or controlled by the Insured;

(b) any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation, organisation or entity to which or to whom protection is afforded under this Policy; except that if such corporation, organisation or person is protected from such loss by any other policy of indemnity or insurance, the Insurers' right of subrogation is not waived

to the extent and up to the amount that such other policy will indemnify the loss.

(c) any director, partner, proprietor or employee of the Insured, unless the conduct of such person which gave rise to a claim amounted to serious or willful misconduct.

(d) any other corporation, organisation or person with whom the Insured (prior to the happening of any Damage or any occurrence against which indemnity may be provided hereunder) shall have agreed to waive their rights to recovery in respect of Damage or legal liability which may be caused by such corporation, organisation or person.

LOSS PAYEE

In the event of a claim, and subject to any Policy Deductible, all proceeds are to be paid to the Insured.

Provided that to the extent any Property Insured is subject to a mortgage and unless there is mutual agreement to the contrary, the mortgagee shall be paid first to the extent of their insurable interest in the Property Insured at the time of the loss.

72 HOUR DEDUCTIBLE

a. Each loss by earthquake volcanic action, hurricane, cyclone, tornado, windstorm or flood shall constitute a single loss hereunder.

1) If more than one earthquake shock, volcanic action, hurricane, cyclone, tornado, or windstorm occurs within any period of 72 hours during the term of this policy the beginning of which 72-hour period may be determined by the Insured; or

2) 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

3) If any flood results from any tidal wave or series of tidal waves cause by any one disturbance;

such earthquake shocks, volcanic action, hurricane, cyclone, tornado, windstorm or flood shall be deemed to be a single occurrence within the meaning of this policy

Should any time period referred to it "a" above extend beyond the expiration date of this policy and commence prior to expiration this Company shall pay all such earthquake, volcanic action, hurricane, cyclone, tornado, windstorm or flood losses occurring during such period as if such period fell entirely within the term of this policy.

This Company shall not be liable, however, for any loss caused by earthquake shock, volcanic action, hurricane, cyclone, tornado, windstorm or flood occurring before the effective date and time or commencing after the expiration date and time of this policy.

APPRAISEMENT

If the aggregate claim for any one Event does not exceed NT$ 20,000,000 by the item or items affected. No special inventory or appraisement of the undamaged property shall be required.

SECTION 1 – CLAIMS PREPARATION COSTS

Subject to the Sub Limit of Liability as stated in the Schedule for Claim Preparation Costs, this Policy extends to include the reasonable and necessary costs of materials and labour used or expended by the Insured in producing and certifying any records, information, evidence or such other proofs as may be required by the Insurers under the terms and Condition of Section 1 of this Policy to substantiate any claim.

NOMINATED LOSS ADJUSTERS

In the event of any loss requiring quantification and verification of cover under this Policy, only approved Loss Adjusters shall be appointed by Insured to adjust such loss subject to the terms and Conditions of this Policy.

Cunningham Lindsey and McLarens are approved as the Loss Adjusters in respect of this Endorsement.

ALTERATIONS AND REPAIRS

This insurance by this Policy will not be prejudiced by the carrying out of any structural alterations, additions and/or repairs to buildings or contents and the insurance by this Policy is extended in respect thereof.

PREVENTION OF ACCESS (PREMISES IN THE VICINITY)

The Prevention of Access (Premises in the Vicinity) Memorandum to Section 2 is amended as follows:

References in the Memorandum to ‘in the vicinity’ is understood to mean within 1 kilometer of such premises

INTERDEPENDENCY

This Policy covers loss as insured by Section II of the Policy resulting from interruption of or interference with the Business in consequence of Damage to property whether or not insured by Section I of the Policy and situated anywhere in Taiwan. The loss to the extent not already covered by this Policy but emanating from a location owned and/or occupied and/or used by the Insured or any related entity for the purpose of the Business or any other business, shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

The provision in this Policy relating to admission of liability or payment by the Insurers of a material damage loss shall not apply in respect of this Memorandum.

AMENDMENT TO CONDITONS 1 & 2

The Insured shall not be prejudiced by any unintended and/or inadvertent:

(a) error, omission or misdescription of the risk, interest or Property Insured hereunder,

(b) incorrect declaration of values,

(c) delay in notifying Insurers of any circumstance or event giving rise to or likely to give rise to a claim hereunder,

(d) failure to advise the Insurers of any change of risk, interest or Property Insured hereunder,

(e) failure to advise the Insurers of any acquisition of risk, interest or property to be insured hereunder,

(f) failure to comply with any Statutory requirement.

Provided always that the Insured's officer(s) responsible for insurance shall, upon becoming aware of any such matters, inform the Insurers as soon as reasonably practicable and the Insured shall pay a reasonable additional premium upon request by the Insurers from the date of any such change or variation of risk.

CANCELLATION

Condition 5 of this Policy is cancelled and replaced with:

(a) Cancellation of the Policy by the Insured

This Policy may be cancelled by the Insured at any time.

(b) Cancellation by the Insurers

This Policy may be cancelled by the Insurers by giving not less than 90 (ninety) days notice of cancellation, unless the Insured and the Insurers mutually agree otherwise.

In the event of cancellation the Insurers shall pay a pro rata return premium.

PREMIUM PAYMENT

The Insured undertakes that Premium will be paid in full to Insurers within 120 days of inception of this Policy.

Notwithstanding the Cancellation Endorsement, if the Premium due under this Policy has not been so paid to Insurers by the 120th day from the inception of this Policy, Insurers shall have the right to cancel this Policy by notifying the Insured via the broker in writing. In the event of cancellation, Premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full Policy Premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that Insurers shall give not less than 30 days prior notice of cancellation to the Insured via the broker. If Premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

POLICY INTERPRETATION

This Policy incorporates the Schedule, Sections, Definitions, Conditions, Exclusions and Memoranda and any other terms contained herein or Endorsed hereon which are to be read together. Where any word or expression has been given a specific meaning in any part of this Policy, such word or expression shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

Where words other than the Insured or the Insurers have been used in the Policy to represent the party entitled to indemnity under this Policy and the party insuring those risks, it is agreed that for the purpose of this Policy those words are deemed to have the same meaning as the Insured and the Insurers

It is further agreed that:

(a) words importing persons shall include corporations and other legal entities;

(b) references in the singular shall be deemed to include the plural and vice versa; and

(c) words depicting any gender include reference to all other genders.

ACCOUNTS RECEIVABLE

Subject to the Sub-Limit of Liability as stated in the Schedule, the insurance under this item is limited to loss sustained by the Insured in respect of outstanding debit balances which the Insured is unable to trace, establish or collect (in whole or in part) in consequence of Damage to the Insured's records of accounts receivable.

In addition, the Insurers will also pay:

(a) all interest charges at ruling bank rates on any loan to offset impaired collections pending repayment of such amount(s) rendered uncollectible as a result of such Damage,

(b) interest lost by the Insured in consequence of such impaired collections;

(c) additional expenditure reasonably incurred in tracing and establishing the amount(s) of accounts receivable as a result of such Damage;

(d) collection expenses, in excess of normal collection costs, incurred as a result of such Damage.

Where there is proof that a loss covered by this Section II has occurred, but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as at the date of loss, such amounts shall be computed as follows:

(1) The monthly average of accounts receivable represented by the Insured shall be adjusted in accordance with the percentage increase or decrease in the twelve (12) months average of monthly gross sales of goods and services which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month(s) in which the loss occurred, and due consideration shall also be given to:

(i) bad debts,

(ii) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to accounts receivable in the period between the date to which the said statement relates and the date of the Damage;

(iii) any abnormal condition of trade which had or could have had a material effect on the Business;

so that the figures thus adjusted shall represent as nearly as may be reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

AIR & SEA PORT BLOCKAGE AND/OR DAMAGE TO DOCKS, WHARVES, JETTIES AND/OR PIERS

Notwithstanding Property Exclusions 1, 8 and 9 applicable to Section 1 and subject to the Sub-Limit of Liability as stated in the Schedule, loss as insured by Section II of this Policy resulting from interruption of or interference with the Business in consequence of any impaired access to any airport, port, terminal, jetty, harbour, dock, wharf, pier or similar facility directly or indirectly arising from:

(a) any vessel, craft or aircraft being burned, stranded, grounded, sunk or capsized, or through collision or contact of any vessel craft or aircraft with any other vessel, craft, aircraft, structure or other object of whatsoever kind; and/or

(b) Damage, including impact by vessels, craft or aircraft, to docks, wharves, jetties, piers, runways, airport buildings and/or machinery, plant and equipment associated and/or used in connection therewith for the purpose of loading and unloading of vessels, craft or aircraft and/or the subsequent distribution of cargo;

shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business.

The provision in this Policy relating to admission of liability or payment for loss by the Insurer(s) shall not apply in respect of this Memorandum.

INFECTIOUS DISEASE, MURDER OR CLOSURE

Subject to the Sub-Limit of Liability as stated in the Schedule, loss as insured by Section II of this Policy resulting from interruption of or interference with the Business directly or indirectly arising from:

(a) closure or evacuation of the whole or part of the Premises, or other premises in the vicinity of the Premises, by order or on the recommendation of any Government, Local Government or other Statutory or Competent Authority consequent upon:

(i) infectious or contagious disease manifested by any person excluding sick building syndrome whilst at the Premises, or an outbreak of a notifiable human infectious or contagious disease; or

(ii) poisoning directly caused by the consumption of food or drink provided on the Premises; or

(iii) vermin or pests or defects in the drains or other sanitary arrangements at the Premises; or

(iv) physical injury to or the death of any person(s); or

(b) murder or suicide occurring in or at the Premises; or

(c) threat or fear of violent Damage to the Premises and/or injury to persons therein;

shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

The provision in this Policy relating to admission of liability or payment for loss by the Insurer(s) shall not apply in respect of this Memorandum.

CYBER EXCLUSION

This Endorsement clarifies that damage to data, software, or computer programs in particular any detrimental change that is caused by a deletion, corruption or distortion of the original data, software or computer program is not Damage in terms of this Policy.

Consequently, the following are not insured under this Policy:

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

(b) Loss or damage resulting from 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. Notwithstanding this exclusion, impairment in the function, availability, range of use or accessibility of data, software or computer programs which is the direct consequence of insured direct physical damage to the Property Insured shall be covered.

WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance 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;

(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

(b) 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, 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.

If the Insurers allege that by reason of this Endorsement, any loss, damage, cost or expense is not covered by this insurance 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.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

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:

(a) any loss, damage, cost or expense; or

(b) any increase in insured loss, damage, cost or expense; or

(c) any loss, damage, cost or expense, fine, penalty or other sum which is incurred, sustained or imposed by, or by the threat of, any judgment, 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):

(i) seepage of or pollution and/or contamination by anything, including but not limited to that which is designed 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

(ii) the presence, existence or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

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

(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.

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.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programme or otherwise, those 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'.

(b) However, in the event that a peril listed below 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 Period of Insurance to Property Insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

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

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 of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or 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.

SECTIONS OF INSURANCE COVER:

As declared or intended to be declared to the Annual/Quarterly Declarations attaching thereto and subject to the Limit of Indemnity defined hereto this insurance covers:-

SECTION 1
ALL RISKS MATERIAL DAMAGE
(a)
Buildings including foundations (whenever applicable) and contents of every description including machinery and plant, Boilers and Vessels, stock-in-trade including raw materials, goods in process, semi-finished goods, finished goods and merchandise of every description in connection with the Insured's Business not in the ordinary course of transit but excluding property more specifically insured under any other policies.

LOSS OF RENT (b) 24 months rent unless otherwise specified in the Annual/Quarterly Declarations and management charges and increased cost of working.

SECTION 2
BUSINESS INTERRUPTION Gross Profit; Gross Revenue; Standing Charges; Rent Receivable

(巨&外 107)

SECTION 3
ELECTRONIC EQUIPMENT (a)
(b)
(c) Electronic equipment of any description
Data media and any data or information stored thereon, which can be directly processed in Electronic Data Processing (EDP) systems
Increased cost of working

BELONGING TO OR
INCURRED BY:- The Insured or interests for which they are legally responsible

SITUATED:- As declared and at any other location where the Insured carries on business has goods or other property whether or not stored or being processed or is legally liable for property or has work done, including property which the Insured is due to occupy in whole or in part.

Anywhere in Taiwan ROC which have been declared to the Insurers on the inception date of this Policy and/or those other countries to be added thereafter by agreement with the Insurers.

DEFINITIONS APPLICABLE TO THIS POLICY

The following terms shall bear the meanings ascribed to them hereunder.

(a) Property Insured

Means all physical property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any Damage and as more specifically described against the relevant Section under SECTIONS OF INSURANCE COVER.

Such property includes, but is not limited to, telephone, gas, water and electric instruments, meters, piping, cabling, lines, towers, poles and the like and accessories thereof attached to the buildings owned or occupied by the Insured excluding Money.

Property belonging to the Insured's sports, social and other official clubs, committees or similar entities shall be deemed to belong to the Insured for the purpose of this Policy.

Property Insured includes all such property as described above in which the Insured acquires an insurable interest or becomes responsible for or assumes a responsibility to insure during the Period of Insurance.

In respect of new and additional property, coverage hereunder will attach from the date on which an interest in the property is first acquired or the responsibility commences and any premium adjustment will be made at the expiry of Period of Insurance in accordance with Memorandum 26. Premium Adjustment Condition (applicable to Sections 1 and 3).

For the purpose of ascertaining the classification under which any property is insured, the Insurers agree to accept the designation assigned to such property by the Insured.

(b) Premises

Means the locations specified under SECTIONS OF INSURANCE COVER against the heading SITUATED.

(c) Policy

Means the entirety of the Policy of insurance specified in the Policy Sections and Schedule and/or contained in any and all endorsements or amendments forming part of the Policy (whether or not such endorsements or amendments are agreed prior to the Policy of insurance coming into force or at any time thereafter).

(d) Indemnity Value

Means the value attributable to the cost to replace or rebuild the Property Insured at the place where the Damage occurred to a condition substantially the same as but not better or more extensive than its condition at the time that the Damage occurred taking into consideration age, condition and remaining useful life.

(e) Market Value

Means the value of the item or asset insured immediately before the Damage. Such value is to reflect a fair valuation based on the amount that would have been obtained or which most likely would have been obtained should the item or asset have been sold in its condition immediately prior to the Damage within a market place appropriate for such items or assets.

(f) Declared Value

Means the value relative to the indemnity provided under this Policy supplied by the Insured which apply from the inception of the Period of Insurance and which forms one of the measures relative to the calculation of the Premium.

(g) Agreed Value

Means the appraised value as agreed with the Insurers.

(h) Event

Means any loss or series of losses arising from one occurrence which occurs during the Period of Insurance.

(i) Flood

Means the overflowing or breaking of the normal boundaries of any sea, river, stream, brook, lake, canal or similar natural or man-made body of water.

(j) Natural Perils

Means typhoon, hurricane, cyclone, tornado, windstorm, tidal wave, tsunami, Flood, seaquake, and earthquake. For the purpose of determining the appropriate Policy Sub-Limit of Indemnity and Deductible, typhoon, hurricane, cyclone, tornado or windstorm shall be deemed to be a Natural Peril only if the wind intensity sustained exceeds the scale Typhoon Signal No. 3 as rated by the Hong Kong observatory or similar scale as observed/recorded by other relevant authority in other countries where the loss occurs.

(k) Debris

Means the residue from an insured loss to the Property Insured whether such residue is contained within the location or site of the loss or not.

(l) Contamination or Pollution

Means the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, waste materials or other irritants into or upon any property, land, atmosphere, watercourse or body of water (including ground water).

(m) Condition Precedent

Means a condition that must be satisfied before Insurers have any liability to indemnify the Insured in relation to a claim or loss and is a condition which continues to be effective throughout the Period of Insurance.

(n) Consequential Loss

Includes but is not limited to consequential, exemplary, incidental, punitive and special damages; wasted management time; loss of anticipated savings, business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

(o) Schedule

Means that part of this Policy incorporated under the heading of Schedule or any later Schedule issued on renewal or variation or by way of endorsement.

(p) Machinery Breakdown

Means any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, water hammer, open circuit, short-circuit or arcing, excessive electrical current or voltage, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

(q) Boiler

Means any fired closed container or a combined container piping system in which steam is generated under pressure including fittings, built-in superheaters and economisers.

(r) Vessel

Means any unfired closed container under steam or air pressure.

(s) Explosion

Means the sudden and violent rending or tearing apart of the structure of a Boiler or Vessel, or any part or parts thereof by force of internal steam, air or fluid pressure, causing bodily displacement of said structure accompanied by the forcible ejection of its contents.

Flue Gas Explosion shall also mean any damage to the structure of a Boiler by force of the sudden and accidental combustion or explosion of ignited furnace or flue gases.

(t) Collapse

Means the sudden and dangerous distortion of any part of a Boiler or Vessel caused by the crushing stress of external steam or fluid pressure, whether attended by rupture or not; it shall not mean any slowly developing deformation due to any cause.

(u) Damage

Means accidental physical loss or destruction of or damage to Property Insured caused by perils insured under this Policy or not excluded therein.

GENERAL CONDITIONS

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers made by the Insured shall be a Condition Precedent to any liability of the Insurers.

2. The Annual/Quarterly Declarations provided by the Insured shall be deemed to be incorporated in and form part of this Policy.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

4. In the event of any Event which might give rise to a claim under this Policy, the Insured shall
a) notify the Insurers or the broker with all reasonable despatch by telephone or in writing, giving an indication as to the nature and extent of loss or damage;
b) take all steps within their power to minimise the extent of the loss or damage;
c) if practical, preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;
d) furnish all such information and documentary evidence as the Insurers may require;
e) inform the police authorities in the case of loss or damage due to robbery, burglary or theft.

Upon notification being given to the Insurers under this Condition, the Insured may carry out the repairs or replacement of any damage

up to NT$204,165 net of policy Deductible; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered as adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.

5. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or 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.

6. All differences and disputes arising out of or in connection with this Policy shall be and are hereby referred to the decision of an arbitrator to be appointed in writing by agreement of the parties, or if they cannot agree upon a single arbitrator within 14 days, to the decision of two arbitrators nominated by the Insured and the Insurers respectively and in the event that the arbitrators do not agree, to an umpire appointed in writing by the arbitrators before entering upon the reference.

And it is further agreed that the umpire shall be at liberty to sit with the arbitrators and hear evidence in conjunction with them before the matter in dispute is referred to him for decision, and that if required the umpire may base his award upon such evidence and such other evidence (if any) as he may afterwards hear of, sitting alone.

And it is further agreed that the umpire shall be at liberty to base his award upon the evidence taken before the arbitrators or reported by them to him, and that no further or other evidence shall be taken except with the consent of the umpire.

Whatever the nationality, residence or domicile of the Insured or the Insurers, or the arbitrators, the laws of the Hong Kong Special Administrative Region shall be the proper law of this Policy and in particular the provisions of Chapter 341 of the laws of the Hong Kong Special Administrative Region (as may be amended from time to time) shall apply to any arbitration under this Policy, and the venue of such arbitration shall be the Hong Kong Special Administrative Region.

7. Each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct party and the words “the Insured” shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the Insurers hereby agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which any claim is made hereunder provided nevertheless that nothing in the Condition shall be deemed to increase the Limit of Indemnity in respect of any one Event as stated in this Policy.

8. Errors, Omissions and Misdescription

The Insured shall not be prejudiced by any unintended and/or inadvertent

(a) error, omission or misdescription of the risk, interest or property insured hereunder,
(b) incorrect declaration of values,
(c) delay in notifying Insurers of any circumstance or Event giving rise to or likely to give rise to a claim hereunder,
(d) failure to advise the Insurers of any change of risk, interest or property insured hereunder,
(e) failure to advise the Insurers of any acquisition of risk, interest or property to be insured hereunder,
(f) failure to comply with any statutory requirement.

Provided always that the Insured’s officer(s) responsible for insurance shall, upon becoming aware of any such matters, inform the Insurers as soon as reasonably practicable and upon request from the Insurers the Insured shall pay a reasonable additional premium to the extent of such increase in risk from the date of such change or variation.

It is further noted and allowed that any maintenance to, shutting down or impairment of, fire protection, detection or suppression systems at Premises used by the Insured for whatever reason shall not be a change of risk that is notifiable to Insurers unless such shutdown is going to be for a period in excess of 90 consecutive days.

9. If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability, the Insurers shall not be liable to pay or contribute except to the extent of the amount of such loss in excess of the amount recoverable or received under such other insurance.

10. This Policy may be cancelled at any time by either the Insured or the Insurers giving in writing to the other three months notice and in such event the Insurers will return a pro rata portion of the premium for the unexpired part of the Period of Insurance.

11. No admission, offer, promise of payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Insurers which shall be entitled, if it so desires, to take over the conduct, in the name of the Insured or such person, the defence or settlement of any claim or to prosecute in the name of the Insured or such person, for its own benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Insurers may require.

12. If any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or any fraudulent means or devices are used, by any one forming part of the Insured, all benefits of that insured party(ies) who is/are guilty of such fraudulent act or false declaration under this Policy shall be forfeited.

13. If any claim is made and rejected and an action or suit be not commenced within 12 months after such rejection, or in the case of an arbitration taking place in pursuance to General Condition No. 6 of this Policy, within 12 months after the arbitrator(s) or umpire shall have made their award, all benefits under this Policy in respect of such claim shall be forfeited.

14. Protection of Interest (Non Invalidation)

Where this Policy covers the interests of more than one party or property, any breach of a policy condition or warranty by one party or at one property will not prejudice in any way the rights of any other party or other properties whether or not at the same premises.

Insurers may only refuse to pay that part of any Damage which can be directly attributed to the breach of condition or warranty by the party or at the property where the breach occurred, but not to the extent that it affects other Insureds or other Property Insured under this Policy.

15. Sanctions, Export and Exchange Control Clause
In the event that the coverage provided by this Policy violates any sanctions or export controls or exchange controls imposed by the European Union, United Kingdom, United Nations or United States of America then the scope of the cover provided by this Policy shall be reduced to the extent necessary to avoid any contravention of such sanctions or export controls or exchange controls.

GENERAL EXCLUSIONS - APPLICABLE TO ALL SECTIONS

A. WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy 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:

(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 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.

This Exclusion 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 (1) and/or (2) above.

If the Insurers allege that by reason of this Exclusion, any loss, damage, 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 Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

B. RADIOACTIVITY AND NUCLEAR EXCLUSION

This Policy does not cover or include

(1) any loss or destruction of or damage to any property whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any Consequential Loss and any other legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising or nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion, combustion shall include any self-sustaining process of nuclear fission.

(2) any accident, loss, destruction, damage or other legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.

C. POLLUTION AND CONTAMINATION EXCLUSION

This Policy does not cover loss or damage caused by seepage and/or pollution and/or contamination except loss or damage to the Property Insured caused by:

a. Seepage and/or pollution and/or contamination which itself results from a peril not otherwise excluded by this Policy.

b. A peril not otherwise excluded by this Policy which itself results from seepage and/or pollution and/or contamination.

GENERAL EXCLUSION - APPLICABLE TO SECTIONS 1 AND 2

D. ELECTRONIC DATA ENDORSEMENT

(1) Electronic Data

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

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.

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.

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”.

b) However, in the event that a peril listed below 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 Period of Insurance to Property Insured by this Policy directly caused by such Listed Perils:

Listed Perils means

fire, Explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, Flood, freezing, weight of snow, impact by aircraft or other aerial objects dropped therefrom, impact by any road vehicle or animal, bursting overflowing discharging or leaking of water tanks apparatus or pipes or theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

(2) Electronic Data Processing Media Valuation

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

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 of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or 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.

GENERAL EXCLUSION – APPLICABLE TO SECTIONS 1 AND 3

E. MOLD AND FUNGI EXCLUSION

(1) This Policy does not insure physical loss or damage to Property Insured by mold, mildew, fungus or spores, except when caused by one of the following Listed Perils:

Listed Perils means
fire, earthquake, Explosion, lightning, windstorm, hail, Flood or water damage, direct impact of vehicles, aircraft or vessels, 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:

a) The said property must be insured for physical loss or damage by that Listed Perils.
b) The Insured must report to the Insurers the existence and cost of the physical loss or damage by mold, mildew, fungus or spores as soon as practicable but no later than twelve (12) months after the Listed Perils first caused any physical loss or damage to such insured property during the Period of Insurance. This Policy does not insure any physical loss or damage by mold, mildew, fungus or spores first reported to the Insurers after that twelve (12) month period.

(2) Except as set forth in the item (1) of this Exclusion, 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.

This Exclusion does not apply to Deterioration of Stock Extension under Section 1.

SECTIONS OF INSURANCE COVER:

As declared or intended to be declared to the Annual/Quarterly Declarations attaching thereto and subject to the Limit of Indemnity defined hereto this insurance covers:-

SECTION 1
ALL RISKS MATERIAL DAMAGE
(a)
Buildings including foundations (whenever applicable) and contents of every description including machinery and plant, Boilers and Vessels, stock-in-trade including raw materials, goods in process, semi-finished goods, finished goods and merchandise of every description in connection with the Insured’s Business not in the ordinary course of transit but excluding property more specifically insured under any other policies.

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LOSS OF RENT (b) 24 months rent unless otherwise specified in the Annual/Quarterly Declarations and management charges and increased cost of working.

SECTION 2
BUSINESS INTERRUPTION Gross Profit; Gross Revenue; Standing Charges; Rent Receivable

SECTION 3

ELECTRONIC EQUIPMENT (a)
(b)
(c) Electronic equipment of any description
Data media and any data or information stored thereon, which can be directly processed in Electronic Data Processing (EDP) systems
Increased cost of working

BELONGING TO OR
INCURRED BY:- The Insured or interests for which they are legally responsible

SITUATED:- As declared and at any other location where the Insured carries on business has goods or other property whether or not stored or being processed or is legally liable for property or has work done, including property which the Insured is due to occupy in whole or in part.

Anywhere in Taiwan ROC which have been declared to the Insurers on the inception date of this Policy and/or those other countries to be added thereafter by agreement with the Insurers.

DEFINITIONS APPLICABLE TO THIS POLICY

The following terms shall bear the meanings ascribed to them hereunder.

(a) Property Insured

Means all physical property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any Damage and as more specifically described against the relevant Section under SECTIONS OF INSURANCE COVER.

Such property includes, but is not limited to, telephone, gas, water and electric instruments, meters, piping, cabling, lines, towers, poles and the like and accessories thereof attached to the buildings owned or occupied by the Insured excluding Money.

Property belonging to the Insured's sports, social and other official clubs, committees or similar entities shall be deemed to belong to the Insured for the purpose of this Policy.

Property Insured includes all such property as described above in which the Insured acquires an insurable interest or becomes responsible for or assumes a responsibility to insure during the Period of Insurance.

In respect of new and additional property, coverage hereunder will attach from the date on which an interest in the property is first acquired or the responsibility commences and any premium adjustment will be made at the expiry of Period of Insurance in accordance with Memorandum 26. Premium Adjustment Condition (applicable to Sections 1 and 3).

For the purpose of ascertaining the classification under which any property is insured, the Insurers agree to accept the designation assigned to such property by the Insured.

(b) Premises

Means the locations specified under SECTIONS OF INSURANCE COVER against the heading SITUATED.

(c) Policy

Means the entirety of the Policy of insurance specified in the Policy Sections and Schedule and/or contained in any and all endorsements or amendments forming part of the Policy (whether or not such endorsements or amendments are agreed prior to the Policy of insurance coming into force or at any time thereafter).

(d) Indemnity Value

Means the value attributable to the cost to replace or rebuild the Property Insured at the place where the Damage occurred to a condition substantially the same as but not better or more extensive than its condition at the time that the Damage occurred taking into consideration age, condition and remaining useful life.

(e) Market Value

Means the value of the item or asset insured immediately before the Damage. Such value is to reflect a fair valuation based on the amount that would have been obtained or which most likely would have been obtained should the item or asset have been sold in its condition immediately prior to the Damage within a market place appropriate for such items or assets.

(f) Declared Value

Means the value relative to the indemnity provided under this Policy supplied by the Insured which apply from the inception of the Period of Insurance and which forms one of the measures relative to the calculation of the Premium.

(g) Agreed Value

Means the appraised value as agreed with the Insurers.

(h) Event

Means any loss or series of losses arising from one occurrence which occurs during the Period of Insurance.

(i) Flood

Means the overflowing or breaking of the normal boundaries of any sea, river, stream, brook, lake, canal or similar natural or man-made body of water.

(j) Natural Perils

Means typhoon, hurricane, cyclone, tornado, windstorm, tidal wave, tsunami, Flood, seaquake, and earthquake. For the purpose of determining the appropriate Policy Sub-Limit of Indemnity and Deductible, typhoon, hurricane, cyclone, tornado or windstorm shall be deemed to be a Natural Peril only if the wind intensity sustained exceeds the scale Typhoon Signal No. 3 as rated by the Hong Kong observatory or similar scale as observed/recorded by other relevant authority in other countries where the loss occurs.

(k) Debris

Means the residue from an insured loss to the Property Insured whether such residue is contained within the location or site of the loss or not.

(l) Contamination or Pollution

Means the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, waste materials or other irritants into or upon any property, land, atmosphere, watercourse or body of water (including ground water).

(m) Condition Precedent

Means a condition that must be satisfied before Insurers have any liability to indemnify the Insured in relation to a claim or loss and is a condition which continues to be effective throughout the Period of Insurance.

(n) Consequential Loss

Includes but is not limited to consequential, exemplary, incidental, punitive and special damages; wasted management time; loss of anticipated savings, business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

(o) Schedule

Means that part of this Policy incorporated under the heading of Schedule or any later Schedule issued on renewal or variation or by way of endorsement.

(p) Machinery Breakdown

Means any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, water hammer, open circuit, short-circuit or arcing, excessive electrical current or voltage, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

(q) Boiler

Means any fired closed container or a combined container piping system in which steam is generated under pressure including fittings, built-in superheaters and economisers.

(r) Vessel

Means any unfired closed container under steam or air pressure.

(s) Explosion

Means the sudden and violent rending or tearing apart of the structure of a Boiler or Vessel, or any part or parts thereof by force of internal steam, air or fluid pressure, causing bodily displacement of said structure accompanied by the forcible ejection of its contents.

Flue Gas Explosion shall also mean any damage to the structure of a Boiler by force of the sudden and accidental combustion or explosion of ignited furnace or flue gases.

(t) Collapse

Means the sudden and dangerous distortion of any part of a Boiler or Vessel caused by the crushing stress of external steam or fluid pressure, whether attended by rupture or not; it shall not mean any slowly developing deformation due to any cause.

(u) Damage

Means accidental physical loss or destruction of or damage to Property Insured caused by perils insured under this Policy or not excluded therein.

GENERAL CONDITIONS

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers made by the Insured shall be a Condition Precedent to any liability of the Insurers.

2. The Annual/Quarterly Declarations provided by the Insured shall be deemed to be incorporated in and form part of this Policy.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

4. In the event of any Event which might give rise to a claim under this Policy, the Insured shall
a) notify the Insurers or the broker with all reasonable despatch by telephone or in writing, giving an indication as to the nature and extent of loss or damage;
b) take all steps within their power to minimise the extent of the loss or damage;
c) if practical, preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;
d) furnish all such information and documentary evidence as the Insurers may require;
e) inform the police authorities in the case of loss or damage due to robbery, burglary or theft.

Upon notification being given to the Insurers under this Condition, the Insured may carry out the repairs or replacement of any damage up to NT$204,165 net of policy Deductible; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered as adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.

5. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or 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.

6. All differences and disputes arising out of or in connection with this Policy shall be and are hereby referred to the decision of an arbitrator to be appointed in writing by agreement of the parties, or if they cannot agree upon a single arbitrator within 14 days, to the decision of two arbitrators nominated by the Insured and the Insurers respectively and in the event that the arbitrators do not agree, to an umpire appointed in writing by the arbitrators before entering upon the reference.

And it is further agreed that the umpire shall be at liberty to sit with the arbitrators and hear evidence in conjunction with them before the matter in dispute is referred to him for decision, and that if required the umpire may base his award upon such evidence and such other evidence (if any) as he may afterwards hear of, sitting alone.

And it is further agreed that the umpire shall be at liberty to base his award upon the evidence taken before the arbitrators or reported by them to him, and that no further or other evidence shall be taken except with the consent of the umpire.

Whatever the nationality, residence or domicile of the Insured or the Insurers, or the arbitrators, the laws of the Hong Kong Special Administrative Region shall be the proper law of this Policy and in particular the provisions of Chapter 341 of the laws of the Hong Kong Special Administrative Region (as may be amended from time to time) shall apply to any arbitration under this Policy, and the venue of such arbitration shall be the Hong Kong Special Administrative Region.

7. Each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct party and the words “the Insured” shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the Insurers hereby agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which any claim is made hereunder provided nevertheless that nothing in the Condition shall be deemed to increase the Limit of Indemnity in respect of any one Event as stated in this Policy.

8. Errors, Omissions and Misdescription

The Insured shall not be prejudiced by any unintended and/or inadvertent

(a) error, omission or misdescription of the risk, interest or property insured hereunder,
(b) incorrect declaration of values,
(c) delay in notifying Insurers of any circumstance or Event giving rise to or likely to give rise to a claim hereunder,
(d) failure to advise the Insurers of any change of risk, interest or property insured hereunder,
(e) failure to advise the Insurers of any acquisition of risk, interest or property to be insured hereunder,
(f) failure to comply with any statutory requirement.

Provided always that the Insured’s officer(s) responsible for insurance shall, upon becoming aware of any such matters, inform the Insurers as soon as reasonably practicable and upon request from the Insurers the Insured shall pay a reasonable additional premium to the extent of such increase in risk from the date of such change or variation.

It is further noted and allowed that any maintenance to, shutting down or impairment of, fire protection, detection or suppression systems at Premises used by the Insured for whatever reason shall not be a change of risk that is notifiable to Insurers unless such shutdown is going to be for a period in excess of 90 consecutive days.

9. If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability, the Insurers shall not be liable to pay or contribute except to the extent of the amount of such loss in excess of the amount recoverable or received under such other insurance.

10. This Policy may be cancelled at any time by either the Insured or the Insurers giving in writing to the other three months notice and in such event the Insurers will return a pro rata portion of the premium for the unexpired part of the Period of Insurance.

11. No admission, offer, promise of payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Insurers which shall be entitled, if it so desires, to take over the conduct, in the name of the Insured or such person, the defence or settlement of any claim or to prosecute in the name of the Insured or such person, for its own benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Insurers may require.

12. If any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or any fraudulent means or devices are used, by any one forming part of the Insured, all benefits of that insured party(ies) who is/are guilty of such fraudulent act or false declaration under this Policy shall be forfeited.

13. If any claim is made and rejected and an action or suit be not commenced within 12 months after such rejection, or in the case of an arbitration taking place in pursuance to General Condition No. 6 of this Policy, within 12 months after the arbitrator(s) or umpire shall have made their award, all benefits under this Policy in respect of such claim shall be forfeited.

14. Protection of Interest (Non Invalidation)

Where this Policy covers the interests of more than one party or property, any breach of a policy condition or warranty by one party or at one property will not prejudice in any way the rights of any other party or other properties whether or not at the same premises.

Insurers may only refuse to pay that part of any Damage which can be directly attributed to the breach of condition or warranty by the party or at the property where the breach occurred, but not to the extent that it affects other Insureds or other Property Insured under this Policy.

15. Sanctions, Export and Exchange Control Clause
In the event that the coverage provided by this Policy violates any sanctions or export controls or exchange controls imposed by the European Union, United Kingdom, United Nations or United States of America then the scope of the cover provided by this Policy shall be reduced to the extent necessary to avoid any contravention of such sanctions or export controls or exchange controls.

GENERAL EXCLUSIONS - APPLICABLE TO ALL SECTIONS

A. WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy 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:

(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 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.

This Exclusion 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 (1) and/or (2) above.

If the Insurers allege that by reason of this Exclusion, any loss, damage, 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 Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

B. RADIOACTIVITY AND NUCLEAR EXCLUSION

This Policy does not cover or include

(1) any loss or destruction of or damage to any property whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any Consequential Loss and any other legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising or nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion, combustion shall include any self-sustaining process of nuclear fission.

(2) any accident, loss, destruction, damage or other legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.

C. POLLUTION AND CONTAMINATION EXCLUSION

This Policy does not cover loss or damage caused by seepage and/or pollution and/or contamination except loss or damage to the Property Insured caused by:

a. Seepage and/or pollution and/or contamination which itself results from a peril not otherwise excluded by this Policy.

a. A peril not otherwise excluded by this Policy which itself results from seepage and/or pollution and/or contamination.

GENERAL EXCLUSION - APPLICABLE TO SECTIONS 1 AND 2

D. ELECTRONIC DATA ENDORSEMENT

(1) Electronic Data

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

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.

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.

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”.

b) However, in the event that a peril listed below 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 Period of Insurance to Property Insured by this Policy directly caused by such Listed Perils:

Listed Perils means

fire, Explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, Flood, freezing, weight of snow, impact by aircraft or other aerial objects dropped therefrom, impact by any road vehicle or animal, bursting overflowing discharging or leaking of water tanks apparatus or pipes or theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

(2) Electronic Data Processing Media Valuation

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

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 of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or 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.

GENERAL EXCLUSION – APPLICABLE TO SECTIONS 1 AND 3

E. MOLD AND FUNGI EXCLUSION

(1) This Policy does not insure physical loss or damage to Property Insured by mold, mildew, fungus or spores, except when caused by one of the following Listed Perils:

Listed Perils means
fire, earthquake, Explosion, lightning, windstorm, hail, Flood or water damage, direct impact of vehicles, aircraft or vessels, 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:

a) The said property must be insured for physical loss or damage by that Listed Perils.
b) The Insured must report to the Insurers the existence and cost of the physical loss or damage by mold, mildew, fungus or spores as soon as practicable but no later than twelve (12) months after the Listed Perils first caused any physical loss or damage to such insured property during the Period of Insurance. This Policy does not insure any physical loss or damage by mold, mildew, fungus or spores first reported to the Insurers after that twelve (12) month period.

(2) Except as set forth in the item (1) of this Exclusion, 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.

This Exclusion does not apply to Deterioration of Stock Extension under Section 1.

GENERAL DEFINITIONS APPLICABLE TO THE POLICY

In this Policy unless the context otherwise requires the following words and expressions shall have the following meanings.

A. Associated Company

Associated Company means any company of which the Insured owns or owned on or before the Inception of the Period of Insurance more than twenty per-cent (20%) but less than or equal to fifty per-cent (50%) of the issued and outstanding voting shares either directly or indirectly through one or more of its Subsidiary companies, and in which the Insured retains Management Control

B. BUSINESS INTERRUPTION

The word “Business Interruption” shall mean the coverage detailed in Section 2 of this Policy.

C. BUSINESS

The word “Business” shall mean the operations of the Insured stated in the Schedule.

D. COMPUTER VIRUS

The words “Computer Virus” shall mean a set of corrupting harmful or otherwise unauthorised instructions or code including a set of 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”.

E. DAMAGE

The word “Damage” shall mean direct physical loss of or destruction of or direct physical damage to Property Insured caused by an Occurrence.

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F. DEFINED PERIL

Any sudden and accidental, unforeseen physical loss of or damage to property described above, including but not limited to damage to boilers and pressure vessel due to explosion or collapse and any destruction, disruption, distortion or corruption of any computer data, coding, program or software except as excluded below.

w. Fraudulent or dishonest act or acts
x. The cost of making good defective design or specifications, faulty material, or faulty workmanship; however, any ensuing loss should be covered.
y. Ordinary wear and tear, or gradual deterioration, however, any ensuing loss should be covered.
z. Normal settling or normal shrinkage of walls, floors, or ceilings , however, any ensuing loss should be covered.
aa. Nuclear reaction, or nuclear radiation, or radioactive contamination
bb. Terrorism and War including rebellion, revolution, civil war, usurped power
cc. Any weapon employing atomic fission or fusion
dd. Any risks of contraband or illegal trade
ee. Loss or damage caused by delay or loss of market
ff. Mysterious disappearance, unexplained or inventory shortage, misfiling or misplacing of information
gg. Insect, vermin or pest damage, however, any ensuing loss should be covered.

G. EARTHQUAKE

The word “Earthquake” shall mean earth movement due to a natural seismic disturbance caused by a sudden movement of the earth's crust and including:

(a) Damage resulting directly from Earthquake and

(b) the eruption explosion or effusion of a volcano

(c) Tsunami

but excluding Flood.

H. ELECTRONIC DATA

The words “Electronic Data” shall mean 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 programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

III. FLOOD

The word “Flood” shall mean the escape of water from its normal natural or artificial confines (other than from tanks or apparatus) or inundation from the sea including tidal wave.

J. GOODS

The word “Goods” shall mean machinery, plant, stock and general merchandise connected with the Insured’s Business the property of the Insured or for which they are responsible or deem themselves responsible including Goods manufactured or imported by the Insured while such Goods are in the care custody and control of the Insured unless the context otherwise requires.

K. INSURED

The word “Insured” shall mean the entity named in the Schedule together with Subsidiary Companies and Associated Companies named as such in the details declared to and accepted by the Insurer.

L. JOINT VENTURE

The words “Joint Venture” shall mean any corporate or other entity treated as such by the insured declared to and accepted by the Insurers.

M. OCCURRENCE

The word “Occurrence” shall mean any one loss or series of losses arising out of and directly resulting from one original cause.

N. PROPERTY INSURED

The words “Property Insured” shall mean the property covered by this Policy as defined below whilst at the Premises described in the Schedule:

Buildings

The word “Buildings” shall mean buildings declared in the information provided to the Insurer that are the property of the Insured or for which they are responsible or deem themselves responsible including:

(o) landlords fixtures and fittings (where declared as Buildings in sum insured)
(p) tenants improvements and betterments (where declared as Buildings in sum insured)
(q) outbuildings
(r) freestanding walls not part of a building gates and fences
(s) underground and over ground piping ducting cables wires on the Premises and extending to the public mains but only to the extent of the Insured's responsibility
(t) yards car parks
(u) foundations

Contents

The word “Contents” shall mean machinery plant and all other contents belonging to the Insured or held by them in trust and for which they are responsible or deem themselves responsible (other than landlords fixtures and fittings tenants improvements and betterments Stock and other property more specifically insured by this Policy) whilst in or on the Buildings including:

(a) landlords fixture and fittings (where declared as Contents in sum insured)

(b) tenants improvements and betterments (where declared as Contents in sum insured)

(c) documents manuscripts business books plans and designs and computer systems records

(d) patterns models and moulds

(e)employees' ', directors', and visitors' personal effects of every description (other than motor vehicles)

(f) money, securities, and negotiable instrument.

and so far as they are not otherwise insured

Stock

The word "Stock" shall mean stock and materials in trade belonging to the Insured or held by them in trust and for which they are responsible or deem themselves responsible.

O. SCHEDULE OF VALUES

The words "Schedule of Values" shall mean a schedule provided by the Insured to the Insurer which gives the sums insured in respect of Buildings Contents Stock Estimated Gross profit and any other items (if applicable) at each separate Premises.

P. STORM

The word "Storm" shall mean storm tempest windstorm hurricane tornado cyclone and typhoon including subsequent Damage caused by water that backs-up from a sewer or drain as a direct result of Storm but excluding Flood.

Q. SUBSIDIARY COMPANIES

The words "Subsidiary Companies" shall mean any company with at least half of its capital stock owned by the insured.

GENERAL EXCLUSIONS APPLIANCE

C. EXCLUDED PROPERTY

(i) This Policy does not cover :

1. (a) jewellery precious stones bullion furs garments fine art curiosities and rare books

(b) coinage bank and currency notes luncheon vouchers cheques travellers cheques giro cheques giro cash cheques bankers drafts national giro drafts money orders postal orders current postage stamps stamp franking machine units national insurance stamps national savings certificates holiday with pay stamps except as specifically insured elsewhere in this Policy

other than such Damage caused by a Defined Peril insofar as it is not otherwise excluded

2. china earthenware marble or other fragile or brittle objects other than by

(a) Damage caused by a Defined Peril

(b) Business Interruption resulting from Damage to such property caused by a Defined Peril insofar as it is not otherwise excluded

3. vehicles licensed for road use caravans trailers railway locomotives and rolling stock (unless specifically agreed by the Insurer) watercraft aircraft or spacecraft

4. property in transit unless specifically insured by the Goods in Transit Extension

5. buildings structures or contents in course of construction or erection or extensions to existing Buildings and materials or supplies in connection therewith unless specifically insured by this Policy

6. land roads (unless the responsibility of the Insured) pavements (unless the responsibility of the Insured) railway lines (unless the responsibility of the Insured) dams reservoirs piers jetties bridges culverts tunnels excavations off shore property or underground mining property.

14. water of any kind except the quantity of water at the time of Damage that is contained within any insured tank piping system or equipment being used in the ordinary course of the Insured's Business

8. growing crops standing timber drying crops and all living things of all types

9. property which is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess amount beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

10. property more specifically insured elsewhere except for any excess amount above any such more specific insurance other than as provided by the Contribution donctions.

11. overhead transmission and distribution lines and their supporting structures not on the premises or within 250m thereof.

B. EXCLUDED CAUSES

This Policy does not cover :

1. Damage or Business Interruption caused by or consisting of

(q) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials or any gradually occurring loss or any loss which commenced prior to the inception of the Policy (other than sudden and unforeseen Damage resulting thereof.)
(r) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
(s) corrosion rust wet dry rot mould shrinkage evaporation loss of weight dampness dryness marring vermin or insects (other than sudden and unforeseen Damage resulting therefore)
(t) change in temperature colour flavour texture or finish
(u) theft or attempted theft expedited or in any way brought about by the Insured or any of the Insured's directors or employees
(v) joint leakage nipple leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping and tubing in connection therewith (other than as insured by the Machinery Breakdown extension of this policy)
(w) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement
(x) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services unless due to a reasonable attempt to safeguard property or loss of life

but this shall not exclude any Damage or Business Interruption arising therefrom if resulting from a cause which is not otherwise excluded, nor subsequent Damage or Business Interruption arising therefrom which results from a cause not otherwise excluded

2. Damage or Business Interruption caused by or consisting of solidification of the contents of molten material holding and or conveyance units and or appurtenances unless resulting from a Defined Peril insofar as such Damage or Business Interruption is not otherwise excluded

3. Damage or Business Interruption

(a) caused by fire resulting from its undergoing any heating process or process involving the application of heat

(b) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning services or repair or misapplication of tools

4. Damage or Business Interruption resulting therefrom to that part of any electrical machinery plant or apparatus directly caused by its own over-running short-circuiting excessive pressure self ignition or self-heating but if fire or explosion extends to and causes damage to any other part of the plant or appliances or other Property Insured such ensuing Damage is not excluded by the Policy

5. Damage or Business Interruption caused by or consisting of

(a) acts of fraud or dishonesty by the Insured's employees

(b) loss of market or delay unexplained or mysterious disappearance or inventory shortage loss due to bookkeeping accounting or billing errors or omissions

6. in respect of Section 1

(a) Damage caused by pollution or contamination but this shall not exclude destruction of or damage to property used by the Insured at the Premises for the purposes of the Business not otherwise excluded caused by

(i) pollution or contamination which itself results from a Defined Peril

(ii) any Defined Peril which itself results from pollution or contamination

in respect of Section 2

(b) loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded caused by

(i) pollution or contamination which itself: results from a Defined Peril

(ii) any Defined Peril which itself results from pollution or contamination

7. Damage or Business Interruption caused by or consisting of

(a) subsidence heave landslip collapse cracking shrinkage or settlement of buildings including foundations walls floors ceilings pavements or any part thereof resulting from

(i) coastal or river erosion

(ii) settlement or movement of made-up ground

(iii) defective design or workmanship or use of defective materials

(iv) demolition structural alteration or repair

(b) subsidence heave or landslip damage to forecourts car parks driveways footpaths walls gates hedges or fences unless specifically insured and then only when such damage occurs also to a building insured hereunder against such loss

(c) subsidence heave or landslip damage which commenced and was discovered or should have been discovered prior to the inception of this Policy

8. Damage or Business Interruption caused by or consisting of destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking unless resulting from a Defined Peril insofar as such Damage or Business Interruption is not otherwise excluded

9. Damage or Business Interruption in respect of moveable property in the open (other than Rolling Stockwhere specifically agreed by the Insurer) fences and gates caused by wind rain hail sleet snow flood or dust

10. Damage or Business Interruption nor any other loss or expense whatsoever resulting or arising therefromdirectly or indirectly caused by or contributed to by or arising from

(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel

(b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11. Damage or Business Interruption nor any other loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or occasioned by war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by any government or public authority

12. Damage or Business Interruption nor any other loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence 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 or to put the public or any section of the public in fear

This exclusion 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 any act of terrorism

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

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

13. any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

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.

This exclusion applies regardless whether there is

(1) any physical loss or damage to insured property:

(2) any insured peril or cause, whether or not contributing concurrently or in any sequence

(3) any loss of use, occupancy or functionality

(4) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

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

14. A) Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:-

a) This policy dose 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.

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 such equipment.

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”.

b) However, in the event that a peril listed below 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

B) Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows: -

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, proving such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed JPY100,000,000 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 EL0ECTRONIC DATA cannot be recreated, gathered or assembled.

PROPERTY DAMAGE

CLAUSES

29. AVERAGE(UNDER-INSURANCE)

Whenever a sum insured is declared to be subject to Average and if such sum shall at the commencement of any Damage be less than the value of the property covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced in accordance with the Average provision that applies to that item of property.

30. REINSTATEMENT CONDITIONS AND BASIS OF SETTLEMENT

In the event of the Property Insured under this Section being Damaged the basis upon which the amount payable under this Section is to be calculated shall be the reinstatement of the Property Insured Damaged subject to the following special provisions and subject also to the terms and conditions of the Policy.

For the purpose of this clause "Reinstatement" shall mean either

(a) Where Property Insured is destroyed the rebuilding of the property if a Building or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive then its condition when new

(b) Where Property Insured Is Damaged the repair of the Damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

SPECIAL PROVISIONS

(w) Timeliness - The work of Reinstatement must be commenced and carried out with reasonable despatch otherwise the Insurer shall not be liable to make any payment beyond the amount which represents actual cash value on the date of the loss.

(x) Alternative Sites - The work of Reinstatement may be carried out on another site from that where the Damaged Property Insured was originally located and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased.

(y) Partial Damage - When any Property insured is Damaged in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to pay for Reinstatement if such Property insured had been wholly destroyed.

(z) Limit on Liability - No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.

(aa) Other Insurance - No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made if at the time of any Damage to any Property Insured hereunder 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 set forth herein.

(bb) Stock - Reinstatement of Stock and all other items of Property insured except Buildings and Contents and other items of Property Insured which are not otherwise specified shall be on the basis of the cost of replacement of lost destroyed or Damaged Stock or other Property Insured by similar property as new.

(cc) Finished Goods - Reinstatement of finished Goods shall be on the basis of:

(i) the Insured's actual selling price less all discounts and charges to which such finished Goods would have been subject had no loss occurred, or

(ii) the Insured's transfer price being that price charged by production companies of the Insured to subsidiaries or sales companies of the Insured

whichever is appropriate.

(dd) Undelivered Goods - Reinstatement of Goods sold but not delivered for which the Insured is responsible and subject to a sale contract which following Damage is cancelled by reason of the condition of the Goods shall be on the basis of the contract price for the Goods.

(ee) Documents - Reinstatement of documents manuscripts business books plans and designs and other paper based records shall be on the basis of the cost of the materials as blank and the cost of clerical labour expended in reproducing such records, but this policy shall not cover the value of the information contained in such records.

(ff) Patterns, Moulds and Dies - Reinstatement of patterns, moulds and dies shall be on the basis of the replacement cost new if actually replaced otherwise at actual cash value at the time and place of loss.

(gg) Electronic Data Processing Media – Reinstatement of electronic data processing media shall be on the basis of the cost to repair or restore such media to the condition that existed immediately prior to such Damage or to replace such media with blank media and including the cost of reproducing any electronic data contained thereon providing such media is repaired replaced or restored. If the electronic data media is not repaired replaced or restored the basis of reinstatement shall be the cost of the blank media. This Policy shall not cover the value of the information contained on such media.

31. PUBUC AUTHORITIES

The insurance provided by this Section shall include such additional costs of Reinstatement of Damaged Property Insured as may be incurred solely by reason of the necessity to comply with the minimum requirements of building or other similar laws regulations or bye-laws governing the construction or use of buildings but excluding

(a) the cost incurred in complying with any of the aforesaid laws regulations or bye-laws

(i) in respect of Damage occurring prior to the commencement of this Period of Insurance

(ii) in respect of loss destruction or damage not insured by the Policy

(iii)under which notice has been served upon the Insured prior to the commencement of the Damage

(iv) in respect of undamaged Property Insured or undamaged portions of Property Insured other than the foundations (unless specifically excluded) of that portion of the Property Insured destroyed or Damaged

(b) the additional cost that would have been required to make good the Damaged Property Insured lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid laws regulations or bye-laws not arisen

(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with any of the aforesaid laws regulations or bye-laws.

UNDAMAGED PORTIONS

Notwithstanding paragraph (a) (iv) above the cover under this clause shall include the additional cost of Reinstatement in respect of undamaged portions of the Property Insured provided that

(a) The Insurer shall not be liable for such additional cost in respect of any Building or Contents which has not sustained Damage hereby insured against

(b) the amount recoverable shall hot exceed the lesser of

(i) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which the Insurer would have been liable had the building or item of contents been totally destroyed

(ii) in respect of any one Item of the Section the relative Sum Insured or Declared Value thereby

SPECIAL CONDITIONS

1. If the Liability of the Insurer shall be reduced by the application of any of the terms of this Section then the liability of the Insurer under this clause shall be reduced in the same proportion.

2. The liability of the Insurer including the provisions of this clause shall not exceed the Limit of Liability stated in the Schedule.

32. PROFESSIONAL FEES

The insurance provided by this Section shall include the cost of Architects' Consulting Engineers' Legal and other Professional Fees reasonably and necessarily incurred by the Insured in the Reinstatement of Property Insured (other than Stock) following Damage but not for preparing any claim under this Policy.

The liability of the Insurer under this Professional Fees clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

33. REMOVAL OF DEBRIS AND CLEANING/CLEARANCE OF DRAINS

The insurance provided by this Section covering Buildings and Contents (excluding Stock) shall include costs and expenses unless separately insured necessarily and reasonably incurred by the Insured with the prior consent of the Insurer in

(a) removing debris

(b) dismantling and demolishing } of the portion or portions of the Property

(c) shoring up or propping } Insured Damaged

(d) clearing cleaning and repairing drains gutters sewers and the like on the Insured's property blocked or damaged as a result of Damage by a Defined Peril

(e) clearing of the Insured's site to a depth not exceeding one metre

(f) pumping out of water

The Insurer will not pay for any costs or expenses

(i) incurred in removing debris except from the site of such property lost destroyed or Damaged and the area Immediately adjacent to such site

(ii) directly or indirectly arising from pollution or contamination of property not insured by this Policy

The liability of the Insurer under this Removal of Debris clause shall hot exceed the Sub-Limit for this coverage stated in the Schedule.

34. CAPITAL ADDITIONS

The insurance provided by this Section includes in so far as the same are not otherwise insured

(a) any newly acquired or newly erected buildings machinery and plant and

(b) alterations additions and improvements to buildings machinery and plant

anywhere within the Territorial Limits.

The liability of the Insurer under this Capital Additions clause shall not exceed the Sub-Limit stated in the Schedule.

35. FIRE BRIGADE CHARGES AND EXTINGUISHMENT EXPENSES

The insurance provided by this Section includes the cost of refilling any fire extinguishing appliances and replacing used sprinkler heads and any Fire Brigade charges or other extinguishment expenses for which the Insured may be assessed all reasonably incurred by the Insured solely as a result of Damage to the Property Insured.

The liability of the Insurer under this Extinguishment Expenses clause shall not exceed the Sub-Limit stated in the Schedule.

36. ERRORS AND OMISSIONS

The Insurance provided by this Section includes property in respect of which insurance has by inadvertent omission not been effected.

The Insured undertakes as soon as any inadvertent omission comes to their knowledge to notify the Insurer in order to effect the appropriate additional insurance retrospective to the date when insurance for the property became necessary.

The Insurance provided under this clause shall not apply in respect of:

(a) property of companies not previously declared to and accepted by the Insurer,

or

(b) property of companies operating in territories not previously declared to and accepted by the Insurer.

The liability of the Insurer under this Inadvertent Omissions clause shall not exceed the Sub-Limit stated in the Schedule.

37. INVOLUNTARY BETTERMENT

In the event that replacement property of like kind and quality is not obtainable new property which is as similar as possible to that Damaged and which is capable of performing the same function shall be deemed to be new property of like kind and quality and shall not be considered as a betterment to the insured.

In the event of replacement of Property Insured with new property the insurer will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace Damaged equipment and undamaged existing equipment at the same or an interdependent Premises.

The Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage.

The Insurer shall be liable for only the difference between the highest sales values of the undamaged existing equipment at the same or interdependent Premises and the installed cost of the technologically current equipment.

For the purposes of the application of any Deductibles the Damage and the necessity to replace incompatible equipment shall be regarded as one Occurrence.

Where the non-availability of property of a like kind and quality has not been reasonably foreseeable the liability of the Insurer under this involuntary Betterment clause shall not exceed the Sub-Limit stated in the Schedule.

38. TENANTS AND NEIGHBOURS

The Insurance provided by this Section extends to include

(i) Tenants' Liability being the liability which the Insured may incur as tenant in respect of Damage under any Civil Code.

(ii) Neighbours' Liability being the liability which the Insured may incur under any Civil Code for any Damage resulting from fire spreading from the property belonging to the Insured or for which the Insured is responsible and which is Property Insured under this policy.

(iii) Tenants' Liability being the liability the Insured may incur as a landlord under any Civil Code by Damage by fire caused to property of the Insured's tenants as a result of constructional defects or lack of maintenance of the Property Insured.

For the purposes of this clause the word "fire" means fire and explosion. This coverage applies only to liability incurred in those countries in which the Napoleonic or a similar Civil Code applies and the amount of such liability is restricted to the maximum amount which would otherwise be payable under any Local Policy.

The liability of the Insurer under this Tenants and Neighbours clause shall not exceed the Sub-Limit stated in the Schedule.

39. EXPEDITING EXPENSE

The insurance provided by this Section extends to include the costs and expenses reasonably incurred by the Insured in expediting any temporary repairs in order that work may continue following Damage.

The liability of the Insurer under this Expediting expense clause shall not exceed the Sub-Limit stated in the Schedule.

40. STOCK DEBRIS REMOVAL

The insurance provided by this Section covering Stock shall include costs and expenses necessarily and reasonably incurred by the Insured with the prior consent of the Insurer in

(a) removing debris of the portion or portions of the Property Insured Damaged

(b) clearing cleaning and repairing drains gutters sewers and the like on the Insured's property blocked or damaged as a result of Damage by a Defined Peril

The Insurer will not pay for any costs or expenses

(i) incurred in removing debris except from the site of such property lost destroyed or Damaged and the area immediately adjacent to such site

(ii) directly or indirectly arising from pollution or contamination of property not insured by this Policy

The liability of the Insurer under this Stock Debris Removal clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

41. COMPUTER SYSTEMS NON PHYSICAL DAMAGE

The insurance provided by this Section extends to include the cost of

v. modification of computer systems or
vi. the replacement restoration or recompilation of Computer Media

whichever is the lesser cost to achieve compatibility in the event that Damage to computer systems has resulted in undamaged Computer Media being unavoidably incompatible with replacement equipment.

For the purposes of this clause Computer Media shall mean

e. data carrying materials of all types (other than paper records)
f. software programs or data

The liability of the Insurer under this Incompatibility of Non physical damage Computer Systems clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

42. EXHIBITION,EXPOSITION AND FAIR OR TRADE SHOW

The insurance provided by this Section extends to include any Property Insured or property held in trust or on commission or for which the Insured is responsible or deems themselves responsible at any exhibition,exposition and fair or trade show demonstration business event or trial within the Territorial Limits including transit loading unloading and land storage.

The liability of the Insurer under this exhibitions,exposition and fair or trade show clause shall not exceed the Sub-Limit for this coverage stated in the Schedule.

CONTRACT WORKS EXTENSION APPLICABLE

This Section is extended to include loss or destruction of or damage to the following items from any sudden and accidental cause not excluded within this Extension in respect of contracts:

(i) for the construction or extension of refurbishment of industrial and commercial buildings; or
(ii) for the installation of new or additional machinery; or
(iii) for the movement and installation of existing machinery which includes the dismantling loading unloading and erection of machinery

undertaken by the Insured or on behalf of the Insured as the Employer at any existing site of the Insured or at any third party site anywhere within the Territorial Limits.

The liability of the Insurer under this Contract Works Extension shall not exceed the Sub-Limit stated in the Schedule

Item 1 - Constructional Work and Temporary Works

The insurance under item No. 1 is limited to constructional works and temporary works executed in performance of the Contracts and materials for use in connection therewith all not otherwise insured the property of the Insured or for which they are responsible while on the Contract Sties or in transit thereto and therefrom by road rail or inland waterway.

Item 2 - Additional Cost of Re-Construction

The insurance under item No. 2 is limited to the additional cost of re-construction being the amount by which the cost of re-construction of those parts of the constructional works suffering loss destruction or damage shall exceed the Sum Insured by Item 1

Item 3-Additional Cost of Construction

The insurance under item No. 3 is limited to the additional cost of construction being the amount by which the cost of construction of those parts of the constructional works not suffering such loss destruction or damage (being unbuilt or incomplete at the time of such loss destruction or damage) shall exceed solely by reason of the delay caused by such loss destruction or damage the cost of such construction had no such loss destruction or damage occurred.

Subject always to the Limits of Liability in the Schedule.

EXCLUSIONS APPLICABLE TO THIS EXTENSION

The Insurer shall not be liable in respect of:-

1. Excluded Causes 1(a), 10, 11, 12, 13, and the Electronic Data Exclusion of the General Exclusions applicable to Section 1 and Section 2

2. any costs necessary to correct defects in design material or workmanship whether or not such defects give rise to loss destruction or damage. If any defect gives rise to loss destruction or damage which but for this Exclusion would be insured under this Policy this insurance shall apply in respect of such loss destruction or damage but only for costs additional to the cost that would have been incurred in rectifying such defect had the loss destruction or damage not occurred

3. any wear tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidisation or scratching of painted or polished surfaces

4. any loss of Property Insured either by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the Property Insured due to it being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific Occurrence

5. any loss destruction or damage in respect of deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps

6. any penalties for delay or detection or in connection with guarantees of performance or efficiency and consequential loss damage or liability not specifically provided for herein

7. any loss destruction or damage due to the wilful act or neglect of the Insured

8. any vessel or craft or item of property made or intended to be either waterborne or airborne

9. any loss destruction or damage occurring whilst the property is in transit by sea or air.

ADDITIONAL CLAUSES IN RESPECT OF THIS EXTENSION

Additional Expenditure

The Insurer will indemnify the Insured for the additional expenditure reasonably incurred for the sole purpose of avoiding or diminishing the amount for which but for such expenditure the Insurer would otherwise be liable under this Extension but not exceeding the reduction in the amount payable achieved by such expenditure except that the Insurer shall in no circumstances be liable for any additional expenditure

(i) incurred solely to have the constructional works completed at an earlier date than would have been obtained had not loss destruction or damage occurred.

(ii) incurred in re-designing the constructional works or any increase in costs as a result of such re-designing and further the Insurer shall not be liable for the additional costs of construction.

(iii) resulting from delay due to the inability of the Insured to provide sufficient funds for the repair or replacement of the properly suffering loss destruction or damage.

Debris Removal

The insurance provided by this Extension shall include costs and expenses reasonably incurred by the Insured with the consent of the Insurer in

(i) removing the debris

(ii) dismantling or demolishing

(iii) shoring up or propping

(iv) decontamination

of the portion or portions of the Property Insured destroyed or damaged by any hereby insured against.

The liability of the Insurer under this Clause shall not exceed the Removal of Debris sub-limit in respect of (i), (ii) and (iii) and the Decontamination sub-limit in respect of (iv).

Extra Expenses

	The insurance by this Extension shall include any additional costs reasonably incurred in respect of express delivery air freight overtime Sunday and holiday rates of wages as a direct result of loss destruction or damage as insured by this Extension. The liability of the Insurer under this Extra Expense shall not exceed the Sub-limit stated In Schedule **Professional Fees** The insurance by Item 1 includes an amount in respect of Architects' Surveyors' and other professional fees and contingent expenses reasonably incurred in the reinstatement of the Property Insured consequent upon its loss destruction or damage but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the appropriate Scale of Professional Charges. **ADDITIONAL DEFINITIONS IN RESPECT OF THIS EXTENSION** **Contract** Any contract undertaken by or for the Insured during the period of insurance at and in respect of the Insured's premises for extensions or alterations to buildings plant and machinery but excluding contracts on a supply only basis. **Contract Site** Any site at the Insured's premises or any third party site where the Insured is engaged in the Contract.
(巨&外 138)	**GENERAL DEFINITIONS APPLICABLE TO THE POLICY** In this Policy unless the context otherwise requires the following words and expressions shall have the following meanings. **A. Associated Company** Associated Company means any company of which the Insured owns or owned on or before the Inception of the Period of Insurance more than twenty per-cent (20%) but less than or equal to fifty per-cent (50%) of the issued and outstanding voting shares either directly or indirectly through one or more of its Subsidiary companies, and in which the Insured retains Management Control **B. BUSINESS INTERRUPTION** The word "Business Interruption" shall mean the coverage detailed in Section 2 of this Policy. **C. BUSINESS** The word "Business" shall mean the operations of the Insured stated in the Schedule. **D. COMPUTER VIRUS** The words "Computer Virus" shall mean a set of corrupting harmful or otherwise unauthorised instructions or code including a set of 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". **E. DAMAGE** The word "Damage" shall mean direct physical loss of or destruction of or direct physical damage to Property Insured caused by an Occurrence. **F. DEFINED PERIL** Any sudden and accidental, unforeseen physical loss of or damage to property described above, including but not limited to damage to boilers and pressure vessel due to explosion or collapse and any destruction, disruption, distortion or corruption of any computer data, coding, program or software except as excluded below. hh. Fraudulent or dishonest act or acts ii. The cost of making good defective design or specifications, faulty material, or faulty workmanship; however, any ensuing loss should be covered. jj. Ordinary wear and tear, or gradual deterioration, however, any ensuing loss should be covered. kk. Normal settling or normal shrinkage of walls, floors, or ceilings , however, any ensuing loss should be covered.

ll. Nuclear reaction, or nuclear radiation, or radioactive contamination
mm. Terrorism and War including rebellion, revolution, civil war, usurped power
nn. Any weapon employing atomic fission or fusion
oo. Any risks of contraband or illegal trade
pp. Loss or damage caused by delay or loss of market
qq. Mysterious disappearance, unexplained or inventory shortage, misfiling or misplacing of information
rr. Insect, vermin or pest damage, however, any ensuing loss should be covered.

G. EARTHQUAKE

The word “Earthquake” shall mean earth movement due to a natural seismic disturbance caused by a sudden movement of the earth's crust and including:

(a) Damage resulting directly from Earthquake and

(b) the eruption explosion or effusion of a volcano

(c) Tsunami

but excluding Flood.

H. ELECTRONIC DATA

The words “Electronic Data” shall mean 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 programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

IV. FLOOD

The word “Flood” shall mean the escape of water from its normal natural or artificial confines (other than from tanks or apparatus) or inundation from the sea including tidal wave.

J. GOODS

The word “Goods” shall mean machinery, plant, stock and general merchandise connected with the Insured’s Business the property of the Insured or for which they are responsible or deem themselves responsible including Goods manufactured or imported by the Insured while such Goods are in the care custody and control of the Insured unless the context otherwise requires.

K. INSURED

The word “Insured” shall mean the entity named in the Schedule together with Subsidiary Companies and Associated Companies named as such in the details declared to and accepted by the Insurer.

L. JOINT VENTURE

The words “Joint Venture” shall mean any corporate or other entity treated as such by the insured declared to and accepted by the Insurers.

M. OCCURRENCE

The word “Occurrence” shall mean any one loss or series of losses arising out of and directly resulting from one original cause.

N. PROPERTY INSURED

The words “Property Insured” shall mean the property covered by this Policy as defined below whilst at the Premises described in the Schedule:

Buildings

The word “Buildings” shall mean buildings declared in the information provided to the Insurer that are the property of the Insured or for which they are responsible or deem themselves responsible including:

(v) landlords fixtures and fittings (where declared as Buildings in sum insured)
(w) tenants improvements and betterments (where declared as Buildings in sum insured)
(x) outbuildings
(y) freestanding walls not part of a building gates and fences
(z) underground and over ground piping ducting cables wires on the Premises and extending to the public mains but only to the extent of the Insured's responsibility
(aa) yards car parks
(bb) foundations

Contents

The word “Contents” shall mean machinery plant and all other contents belonging to the Insured or held by them in trust and for which they are responsible or deem themselves responsible (other than landlords fixtures and fittings tenants improvements and betterments Stock and other property more specifically insured by this Policy) whilst in or on the Buildings including:

(a) landlords fixture and fittings (where declared as Contents in sum insured)

(b) tenants improvements and betterments (where declared as Contents in sum insured)

(c) documents manuscripts business books plans and designs and computer systems records

(d) patterns models and moulds

(e)employees’ ’, directors’, and visitors’ personal effects of every description (other than motor vehicles)

(f) money, securities, and negotiable instrument.

and so far as they are not otherwise insured

Stock

The word “Stock” shall mean stock and materials in trade belonging to the Insured or held by them in trust and for which they are responsible or deem themselves responsible.

O. SCHEDULE OF VALUES

The words “Schedule of Values” shall mean a schedule provided by the Insured to the Insurer which gives the sums insured in respect of Buildings Contents Stock Estimated Gross profit and any other items (if applicable) at each separate Premises.

P. STORM

The word “Storm” shall mean storm tempest windstorm hurricane tornado cyclone and typhoon including subsequent Damage caused by water that backs-up from a sewer or drain as a direct result of Storm but excluding Flood.

Q. SUBSIDIARY COMPANIES

The words “Subsidiary Companies” shall mean any company with at least half of its capital stock owned by the insured.

GENERAL EXCLUSIONS APPLIANCE TO SECTION 1 (OTHER THAN CONTRACT WORKS EXTENSION) AND SECTION 2

D. EXCLUDED PROPERTY

(i) This Policy does not cover :

1. (a) jewellery precious stones bullion furs garments fine art curiosities and rare books

(b) coinage bank and currency notes luncheon vouchers cheques travellers cheques giro cheques giro cash cheques bankers drafts national giro drafts money orders postal orders current postage stamps stamp franking machine units national insurance stamps national savings certificates holiday with pay stamps except as specifically insured elsewhere in this Policy

other than such Damage caused by a Defined Peril insofar as it is not otherwise excluded

2. china earthenware marble or other fragile or brittle objects other than by

(a) Damage caused by a Defined Peril

(b) Business Interruption resulting from Damage to such property caused by a Defined Peril insofar as it is not otherwise excluded

3. vehicles licensed for road use caravans trailers railway locomotives and rolling stock (unless specifically agreed by the Insurer) watercraft aircraft or spacecraft

4. property in transit unless specifically insured by the Goods in Transit Extension

5. buildings structures or contents in course of construction or erection or extensions to existing Buildings and materials or supplies in connection therewith unless specifically insured by this Policy

6. land roads (unless the responsibility of the Insured) pavements (unless the responsibility of the Insured) railway lines (unless the responsibility of the Insured) dams reservoirs piers jetties bridges culverts tunnels excavations off shore property or underground mining property.

7.water of any kind except the quantity of water at the time of Damage that is contained within any insured tank piping system or equipment being used in the ordinary course of the Insured's Business

8. growing crops standing timber drying crops and all living things of all types

9. property which is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess amount beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

10. property more specifically insured elsewhere except for any excess amount above any such more specific insurance other than as provided by the Contribution donctions.

11. overhead transmission and distribution lines and their supporting structures not on the premises or within 250m thereof.

B. EXCLUDED CAUSES

This Policy does not cover :

1. Damage or Business Interruption caused by or consisting of

(y) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials or any gradually occurring loss or any loss which commenced prior to the inception of the Policy (other than sudden and unforeseen Damage resulting thereof.)
(z) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
(aa) corrosion rust wet dry rot mould shrinkage evaporation loss of weight dampness dryness marring vermin or insects (other than sudden and unforeseen Damage resulting therefore)
(bb) change in temperature colour flavour texture or finish
(cc) theft or attempted theft expedited or in any way brought about by the Insured or any of the Insured’s directors or employees
(dd) joint leakage nipple leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping and tubing in connection therewith (other than as insured by the Machinery Breakdown extension of this policy)
(ee) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement
(ff) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services unless due to a reasonable attempt to safeguard property or loss of life

but this shall not exclude any Damage or Business Interruption arising therefrom if resulting from a cause which is not otherwise excluded, nor subsequent Damage or Business Interruption arising therefrom which results from a cause not otherwise excluded

2. Damage or Business Interruption caused by or consisting of solidification of the contents of molten material holding and or conveyance units and or appurtenances unless resulting from a Defined Peril insofar as such Damage or Business Interruption is not otherwise excluded

3. Damage or Business Interruption

(a) caused by fire resulting from its undergoing any heating process or process involving the application of heat

(b) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning services or repair or misapplication of tools

4. Damage or Business Interruption resulting therefrom to that part of any electrical machinery plant or apparatus directly caused by its own over-running short-circuiting excessive pressure self ignition or self-heating but if fire or explosion extends to and causes damage to any other part of the plant or appliances or other Property Insured such ensuing Damage is not excluded by the Policy

5. Damage or Business Interruption caused by or consisting of

(a) acts of fraud or dishonesty by the Insured's employees

(b) loss of market or delay unexplained or mysterious disappearance or inventory shortage loss due to bookkeeping accounting or billing errors or omissions

6. in respect of Section 1

(a) Damage caused by pollution or contamination but this shall not exclude destruction of or damage to property used by the Insured at the Premises for the purposes of the Business not otherwise excluded caused by

(i) pollution or contamination which itself results from a Defined Peril

(ii) any Defined Peril which itself results from pollution or contamination

in respect of Section 2

(b) loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded caused by

(i) pollution or contamination which itself: results from a Defined Peril

(ii) any Defined Peril which itself results from pollution or contamination

7. Damage or Business Interruption caused by or consisting of

(a) subsidence heave landslip collapse cracking shrinkage or settlement of buildings including foundations walls floors ceilings pavements or any part thereof resulting from

(i) coastal or river erosion

(ii) settlement or movement of made-up ground

(iii) defective design or workmanship or use of defective materials

(iv) demolition structural alteration or repair

(b) subsidence heave or landslip damage to forecourts car parks driveways footpaths walls gates hedges or fences unless specifically insured and then only when such damage occurs also to a building insured hereunder against such loss

(c) subsidence heave or landslip damage which commenced and was discovered or should have been discovered prior to the inception of this Policy

8. Damage or Business Interruption caused by or consisting of destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking unless resulting from a Defined Peril insofar as such Damage or Business Interruption is not otherwise excluded

9. Damage or Business Interruption in respect of moveable property in the open (other than Rolling Stockwhere specifically agreed by the Insurer) fences and gates caused by wind rain hail sleet snow flood or dust

10. Damage or Business Interruption nor any other loss or expense whatsoever resulting or arising therefromdirectly or indirectly caused by or contributed to by or arising from

(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel

(b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11. Damage or Business Interruption nor any other loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or occasioned by war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by any government or public authority

12. Damage or Business Interruption nor any other loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence 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 or to put the public or any section of the public in fear

This exclusion 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 any act of terrorism

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

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

13. any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

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.

This exclusion applies regardless whether there is

(1) any physical loss or damage to insured property:

(2) any insured peril or cause, whether or not contributing concurrently or in any sequence

(3) any loss of use, occupancy or functionality

(4) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

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

14. A) Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:-

a) This policy dose 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.

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 such equipment.

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”.

b) However, in the event that a peril listed below 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

B) Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows: -

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, proving such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed JPY100,000,000 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 EL0ECTRONIC DATA cannot be recreated, gathered or assembled.

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ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby

(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:

(a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
(2) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment

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

unless

(i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:

(a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
(b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property

(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss

(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.

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

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances

whether effected by the Insured or by any other person or persons, covering either such loss or any part of it or the same property the Insurer shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.

(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage

(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(1) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.
The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (BUSINESS INTERRUPTION) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be accidentally lost destroyed or damaged (such accidental loss destruction or damage being hereinafter termed damage) other than by an excluded cause at any time during the period of insurance stated in the schedule or of any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with

Then the Insurer will pay to the Insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that:

(a) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that
  (1) payment shall have been made or liability admitted therefore or
  (2) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

(b) the liability of the Insurer in any one period of insurance shall in no case exceed –
  (1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
  (2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUDED CLAUSES

This policy does not cover loss resulting from

1. Damage caused by:
  (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
  (2) interruption or the water supply gas electricity or fuel systems or failure of the effluent disposal systems to or from the Premises

  unless Damage by a caused not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
  (b) (1) collapse or cracking of buildings
  (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change of colour flavour texture or finish action of light vermin insects marring or scratching

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

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

(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortages in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment
(6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

unless

(1) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(2) such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage to:

(a) property as a result of its undergoing any process
(b) property in transit other than within the premises specified in the Schedule

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

(a) whilst mounted in or on any machine or data processing apparatus or
(b) due to the presence of a magnetic flux

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

4. Damage to:

(a) fixed glass
(b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(c) electronic installations computers and data processing equipment
(d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft or aircraft spacecraft or the like
(e) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(f) plant machinery or equipment during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(g) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations or work being performed thereon

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

5. Damage to:

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

6. Damage caused by or arising from

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

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of Exclusion 7(c) above, "terrorism" means the use of violence for political ends includes any use of violence for the purpose of putting the public or any section of the public in fear
(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any

person

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

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

In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

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

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

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

DEDUCTIBLES

This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles in the schedule.

CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2 MISDESCRIPTION

If there be any material misdescription of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to pay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation

4. FORFEITURE

All benefit under this Policy shall be forfeited

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit is not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the references and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority of powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon the Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATION

The Insurance by this Policy shall cease if

(a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or

(b) the Insured's interest cease otherwise than by death, or

(c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased

at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. CLAIMS

On the happening of any damage in consequence of which a claim is or may be under this Policy, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claims under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

10. TIME LIMIT

In no case whatever shall the Insurer be liable in respect of any claim under this Policy after the expiration of

(a) one year from the end of the Indemnity Period or, if later

(b) three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

11. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

(巨&外 147)

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover

hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy.

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:
   - (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
     (2) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

   - (b) (1) collapse or cracking of buildings
     (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

   - (c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
     (2) acts of fraud or dishonesty
     (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
     (4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
     (5) mechanical or electrical breakdown or derangement of machinery or equipment
     (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused unless

     (i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
     (ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

   - (d) (1) coastal or river erosion
     (2) subsidence ground heave or landslip
     (3) normal settlement or bedding down of new structures
     (4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
     (5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:
   - (a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
   - (b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:
   - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
   - (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power

(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

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

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

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams

reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property

underground off-shore property

(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss

(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained

after the application of all other terms and conditions of the policy including any condition of Average.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the schedule.

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.

(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage

(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(1) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may
(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

If the Insurer so elects to repair or replace any property the Insured shall, at his own expense, furnish the Insurer with such plans, specifications, measurements, quantities and such other particulars as the Insurer may require, and no acts done, or caused to be done by the Insurer with a view to repair or replacement shall be deemed an election by the Insurer to repair or replace.
If in any case the Insurer shall be unable to repair or replace the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Insurer shall, in every such case, only be liable to pay such sum as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (BUSINESS INTERRUPTION) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be accidentally lost destroyed or damaged (such accidental loss destruction or damage being hereinafter termed damage) other than by an excluded cause at any time during the period of insurance stated in the schedule or of any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with

Then the Insurer will pay to the Insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that:
(a) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured

in the property at the premises against such Damage and that

(1) payment shall have been made or liability admitted therefore or
(2) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

(b) the liability of the Insurer in any one period of insurance shall in no case exceed –
(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUDED CLAUSES

This policy does not cover loss resulting from

1. Damage caused by:
   (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
   (2) interruption or the water supply gas electricity or fuel systems or failure of the effluent disposal systems to or from the Premises

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

   (b) (1) collapse or cracking of buildings
   (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change of colour flavour texture or finish action of light vermin insects marring or scratching

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

   (c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
   (2) acts of fraud or dishonesty
   (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortages in supply or delivery of materials or shortage due to clerical or accounting error
   (4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
   (5) mechanical or electrical breakdown or derangement of machinery or equipment
   (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

   unless

   (1) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   (2) such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

   (d) (1) coastal or river erosion
   (2) subsidence ground heave or landslip
   (3) normal settlement or bedding down of new structures
   (4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
   (5) the freezing solidification or inadvertent escape of molten material
2. Damage to:
   (a) property as a result of its undergoing any process
   (b) property in transit other than within the premises specified in the Schedule

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

   (a) whilst mounted in or on any machine or data processing apparatus or
   (b) due to the presence of a magnetic flux

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

4. Damage to:
   (a) fixed glass
   (b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
   (c) electronic installations computers and data processing equipment
   (d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft

or aircraft spacecraft or the like

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

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

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

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

5. Damage to:

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

(b) livestock growing crops or trees

6. Damage caused by or arising from

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

(b) cessation of work

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

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

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

(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

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

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

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

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

In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

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

(a) nuclear weapons material

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

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

DEDUCTIBLES

This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.

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

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2 MISDESCRIPTION

If there be any material misdescription of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy.

3. CANCELLATION

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

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

4. FORFEITURE

All benefit under this Policy shall be forfeited

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit is not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the references and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority of powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon the Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATION

The Insurance by this Policy shall cease if

(a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or

(b) the Insured's interest cease otherwise than by death, or

(c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased

at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. CLAIMS

On the happening of any damage in consequence of which a claim is or may be under this Policy, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claims under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

10. TIME LIMIT

In no case whatever shall the Insurer be liable in respect of any claim under this Policy after the expiration of

(a) one year from the end of the Indemnity Period

or, if later

(b) three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

11. REASONABLE PRECAUTIONS

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

Commercial / Industrial All Risks Policy

IN CONSIDERATION of the Insured named in the Schedule hereto paying to MSIG Insurance (Hong Kong) Limited (hereinafter called 'the Company') the first premium shown in the Schedule

THE COMPANY HEREBY AGREES that if during the period of insurance specified in the Schedule or during any subsequent period for which the Company shall agree to accept the premium required for renewal of this Policy, there shall happen any ACCIDENTAL PHYSICAL LOSS OR DAMAGE, except as is hereinafter excluded, to the property insured as described in the Schedule, at the situations specified in the Schedule, the Company will subject to the General Conditions applicable to this Policy by payment or, at its option, reinstatement or repair, indemnify the Insured in the manner and to the extent stated herein.

The liability of the Company shall not exceed:
(iv) the respective sum stated in the Schedule in respect of each item of the property insured,
(v) any limit of liability shown in the Schedule,
(vi) if any other damage shall have occurred during the same period of insurance, the sum insured remaining after payment for such damage unless the Company shall have agreed to reinstate any such sum insured,
or such other sum or sums as may be substituted by memorandum hereon or attached hereto signed by or on behalf of the Company

The Proposal and associated statements shall be the basis of the Contract and shall be read together with this Policy and attachments as one contract.

EXCLUSIONS

(C) CONTINGENCIES EXCLUDED

This Policy does not insure: -

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

(iii) cessation of work, delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever.

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(13) explosion rupture bursting cracking bulging or leaking of steam boilers, steam turbines or steam engines.

(14) defective or faulty materials, failure of design or fault, defect or omission in design plan or specification. Notwithstanding (1) above this exclusion shall not extend to other property lost or damaged in consequence of the failure of design or fault, defect or omission in design plan or specification.

(15) loss of or damage to property which is actually being worked upon and directly resulting from manufacture, testing, repair, cleaning, restoring, alteration, erecting or servicing.

(16) breakdown and/or mechanical malfunction of machinery.

(17) loss or damage to electrical equipment, devices, fixtures or wiring caused by artificially generated electrical current.

(18) loss or damage caused by or resulting from: -

(iii) normal maintenance, gradual deterioration, wear, tear, rust, corrosion, slowly developing deformation or distortion of any plant or machinery; flaws; latent defect; change in temperature or humidity, moth, vermin, termites, other insects or inherent vice; failure or inadequate operation (or any variation in temperature) of any air conditioning, cooling or heating systems.

(iv) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light.
(iii)exposure to weather conditions where the insured property (not including buildings) is left in the open and not contained in fully enclosed buildings.

(19) any loss resulting from:-

(iii) any unexplained disappearance of any of the property insured or shortages revealed at any stock-taking or shortages due to clerical or accounting errors;

(iv) any fraudulent scheme, trick, device or false pretence practised upon the Insured, or upon any person(s) having care of the insured property at such time;

(iii)infidelity or dishonesty on the part of the Insured or any of the employees of the Insured.

(20) (i) loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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:

(d) 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

(e) any act of terrorism including but not limited to

- the use or threat of force, violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

(f) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

(vii) loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

(f) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

(g) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

(h) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(i) 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

(j) any chemical, biological, bio-chemical, or electromagnetic weapon.

(viii) loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

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

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

provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

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

(ix) loss or damage directly or indirectly caused by or arising from volcanic eruption, tidal wave, subsidence, landslip, erosion, settling or cracking in structures resulting from earth movements; shrinkage or expansion of foundations, walls, floors or ceilings.

(x) loss or damage directly or indirectly caused by or arising from fumes or failure of the water, gas, electricity or fuel supplies to the situations specified, but this exclusion does not apply to fire or explosion caused by fumes or the failure of the water, gas, electricity or fuel supplies.

(xi) the freezing solidification or inadvertent escape of molten material.

If the Company alleges that by reason of the exclusions mentioned above, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

(21) Cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

(22) (i)DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking

(ii)CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

(D) PROPERTY EXCLUDED

This Policy does not insure:

(6) property during the course of construction or while undergoing testing prior to commissioning.

(7) cash, cheques, postal notes, money orders, stamps, promissory notes, credit card vouchers, bills of exchange, jewellery, precious stones, furs, precious metals or bullion, curiosities or works of art.

(8) motor vehicle, and other mechanical or electrically propelled vehicles and accessories, railway locomotives and rolling stock, watercraft or aircraft, and/or property contained in any of the foregoing.

(9) standing timber, growing crops, livestock, dams, reservoirs, canals, tunnels, bridges, docks, piers or wharves, unless specified in the Schedule; mining property located beneath the surface of the ground, any land including topsoil, backfill drainage or culverts.

(10) damage to property which at the time of the happening of such damage is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

GENERAL CONDITIONS APPLICABLE TO THIS POLICY

(9) ALTERATION OF RISK

Under any of the following circumstances the insurance provided by this Policy ceases as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy: -

(d) If the nature of the occupation of or other circumstances affecting the insured property be changed in such a way as to increase the risk of loss or damage.

(e) If any building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 consecutive days.

(f) If the interest in the property insured passes from the Insured otherwise than by operation of law.

(10) CANCELLATION

This Policy may be cancelled by the Insured as to the whole or part of the property insured at any time by notice in writing delivered to the Company in which case the Company shall be entitled to retain pro-rata premium for the time during which the Policy has been in force plus 10% of the premium for the unexpired period.

The Company may at any time by giving written notice to the Insured cancel this Policy as to the whole or part of the property insured. Notice of cancellation may be delivered personally or posted by registered letter to the last known address of the Insured and the cancellation of the Policy or part thereof shall be effective as from the 7th day after posting or personal delivery of such notice by the Company.

After cancellation by the Company as aforesaid the Company will on application, refund to the Insured an appropriate pro-rata proportion of the premium for the unexpired period subject to any adjustment of premium as may be required by the terms of conditions of this Policy.

(11) CLAIMS PROCEDURE

(c) Upon the occurrence of any loss of or damage to the property insured or any event likely to give rise to a claim under this Policy, the Insured shall at his own expense:-

(vi) take prompt steps to minimise the loss or damage to the property and also reasonable steps to protect it from further loss

(vii) immediately notify the Company and if the property is lost or if theft or malicious damage is suspected inform the Police

(viii) within thirty days submit in writing full particulars of any claim

(ix) give the Company all such proofs and information with respect to the claim as may be reasonably required

(x) do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or be required before or after indemnification by the Company.

(d) The Company by its agents or servants shall be entitled to:-

(iii) enter into or upon any land or building where the loss destruction or damage has occurred and take and keep possession of the property damaged

(iv) deal with the salvage in any reasonable manner provided that under no circumstances can the Insured abandon any property to the Company.

(12) CONTRIBUTION/OTHER INSURANCES

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

In all cases where there is any other existing insurance or insurances, effected by the Insured or by any other person or persons, covering any of the property hereby insured, either exclusively or together with any other property and such other insurance is subject to average then the insurance on such property under this Policy shall also be subject to average in like manner.

(13) AVERAGE CLAUSE

It is declared that if the property insured shall at the time loss or damage occurs be collectively of greater value than the sum insured hereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

(14) DILIGENCE

In respect of premises under the control of the Insured: -

(c) If any of them have an automatic fire protection sprinkler system or automatic fire detection system and/or portable fire appliances installed, it is warranted by the Insured that the systems and/or portable fire appliances shall at all times be maintained in good working order.

(d) No Dangerous Goods shall at any time be stored, used or kept in the premises unless in accordance with any legislative or other provisions relating to the storage, use or keeping thereof for the time being in force.

Breaches of warranties (a) or (b) shall only invalidate claims in respect of fire to the property insured whilst contained in the premises at which the breach of warranty has occurred.

(e) All security protection is to be maintained in efficient working order and any burglar alarm installed is to be tested and set each time the premises are closed for business.

(f) Whenever the premises are closed for business, the key or keys of any safe shall be removed from the premises.

Breaches of warranties (c) or (d) shall only invalidate claims in respect of theft of the property insured whilst contained in the premises at which the breach of warranty has occurred.

(15) PROPOSAL

The due observance and fulfilment of the terms and conditions of this Policy and any endorsements thereon by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in any proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

(16) ARBITRATION CLAUSE

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

MEMORANDA

No. 1 - DEDUCTIBLE

Each loss or series of losses arising out of a single event at any situation shall be adjusted separately, net of salvage, subrogation recoveries, or other recoveries, and from the amount of each adjusted loss, the deductible or excess stated in the Schedule shall be deducted.

Any loss of or damage to the property insured arising during any one period of 48 consecutive hours arising out of any one cause shall

be deemed as a single event and therefore to constitute one loss for the purposes of this clause.

No. 2 - BASIS OF SETTLEMENT OF LOSSES

The basis of settlement shall be the indemnity value of the property at the time any loss or damage occurs. Indemnity value shall mean the actual value at the time such loss or damage occurs but not exceeding the relative amount shown in the Schedule.

ADDITIONAL ENDORSEMENTS ANNEXED TO POLICY

3. LEGAL REQUIREMENTS WARRANTY

Warranted that the Insured shall duly comply with and observe all provisions requirements and regulations of (I) Fire Services Department and/or (II) Labour Department and/or (III) Dangerous Goods Ordinance and/or (IV) Factories and Industrial Undertaking Ordinance and/or (V) Public Health and Urban Services Ordinance (VI) Any other Statutory Obligation including any notice given or requirements made pursuant to the same the breach and/or disregard of which or any part of which may materially affect or increase the risk hereby insured except only that this warranty shall not apply in respect of any ordinance, provision, requirement, regulation or notice expressly waived by the Company by endorsement on this Policy.

4. OTHER INTERESTS

It is hereby agreed and declared that in accordance with the provisions of the relevant encumbrances in respect of the property insured by the within Policy, the Policy will indemnify the parties named herein for their respective rights and interests in the property insured by the particular items in the Policy Schedule as indicated.

Business Interruption Insurance Policy

IN CONSIDERATION of the Insured named in the Schedule hereto paying to the Company named above the Premium mentioned in the Schedule

THE COMPANY AGREES (subject to the definitions terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the rights of the Insured to recover hereunder) that if after payment of the premium any property used by the Insured at the Premises for the purposes of the Business be lost destroyed or damaged by fire, or by lightning, or by explosion of boilers or gas used for domestic purposes only, or by any Extra Perils specified in the Schedule (such loss or destruction or damage hereinafter referred to as 'Damage') at any time during the Period of Insurance (or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy) and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with, the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference

PROVIDED THAT

2. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that
   (c) Payment shall have been made or liability admitted therefor, or

   (d) Payment would have been made or liability admitted therefor but for the operation of a provision in such insurance excluding liability for losses below a specified amount.

2. the liability of the Company under this Policy shall not exceed
   (a) in the whole the Total Sum Insured or in respect of any item its Sum Insured at the time of the Damage.

   (b) the Sum Insured remaining after payment for any other interruption or interference consequent upon Damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured.

EXCEPTIONS

2. Unless specifically mentioned as insured, this Policy does not cover Damage occasioned by or contributed to by, directly or indirectly, any of the following:

   (a) fire or explosion resulting from earthquake, volcanic eruption or other convulsion of nature;
   (b) the property's own spontaneous fermentation or heating;
   (c) the property undergoing any process involving the application of heat;
   (d) burning whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire;
   (j) the burning of property by order of any public authority;
   (k) riot, strikers or locked-out workers;
   (l) mutiny, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
   (m) theft during or after the occurrence of a fire;
   (n) explosion other than of boilers or gas used for domestic purposes only.

5. This Policy does not cover :

(b) death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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:

(iii) 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

(iv) any act of terrorism including but not limited to

a. the use or threat of force, violence and/or

b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

(iv) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

(b) loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

(vi) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

(vii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

(viii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(ix) 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

(x) any chemical, biological, bio-chemical, or electromagnetic weapon

(c) loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

(iv) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority

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

Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

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

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

6. This Policy does not cover :

(iii) DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking

(iv) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

DEFINITIONS

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism
Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.
Hacking
Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

7. This policy does not cover cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

CONDITIONS

10. Identification
This Policy, the Schedule and the Specification (which form an integral part of the Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

11. Misrepresentation
This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured.

12. Alterations
This Policy shall cease if after the commencement of this insurance:

(d) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued, or
(e) the interest of the Insured ceases other than by death, or
(f) any alteration is made either in the Business or in the Premises or property contained therein whereby the risk of Damage is increased unless admitted by the Company in writing.

13. Cancellation
This Policy may be cancelled at any time:
(a) by the Insured on notice to that effect being given in writing to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force;
(b) by the Company on 7 days' advance notice to that effect being given in writing to the Insured's last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

14. Claims (Action by the Insured)
(a) In the event of any Damage in consequence of which a claim is or may be made under this Policy the Insured shall immediately
(iii) notify the Company;
(iv) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or stop any interruption of or interference with the Business or to avoid or diminish the loss.
(b) In the event of a claim being made under this Policy the Insured at his own expense shall
(i) within 30 days after the expiry of the Indemnity Period or such further time as the Company may in writing allow, deliver to the Company in writing particulars of his claim together with particulars of all other insurances if any;
(ii) deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may be reasonably required by the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

15. Forfeiture of Benefits
All benefits under this Policy shall be forfeited:
(a) if any claim made be in any respect fraudulent;
(b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;
(c) if any Damage is caused by the wilful act or with the connivance of the Insured;
(d) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
(e) in respect of any claim made and rejected if an action or suit be not commenced within twelve months after such rejection;
(f) in respect of any claim where arbitration takes place pursuant to Condition 9 of this Policy and an action or suit be not commenced within twelve months after the making of an arbitration award;

(g) in respect of any claim after the expiration of

(iii) twelve months from the end of the Indemnity Period, or if later

(iv) three months from the date on which payment shall have been made or liability admitted by the Insurer or Insurers covering the Damage to the property at the Premises, unless such claim is the subject of pending legal action or arbitration.

16. Contribution

If at the time of any Damage resulting in a loss under this Policy, there be any other insurance effected by or on behalf of the Insured covering such loss or part of it, the liability of the Company hereunder shall be limited to its rateable proportion of such loss.

17. Subrogation

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

18. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right or action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

GROSS PROFIT SPECIFICATION (DIFFERENCE BASIS)

THE INDEMNITY

The insurance under Item 1 is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be

(a) IN RESPECT OF REDUCTION IN TURNOVER
The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover

(b) IN RESPECT OF INCREASE IN COST OF WORKING
The additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business as paid out of Gross Profit as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months), the amount payable shall be proportionately reduced.

DEFINITIONS

GROSS PROFIT - The amount by which

(1) the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed

(2) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

NOTE:(1) The amount of the Opening and Closing Stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provisions being made for depreciation.

(2) The words and expressions used in the Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

TURNOVER - The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

UNINSURED WORKING EXPENSES - As detailed in the Schedule.

INDEMNITY PERIOD - The Period beginning with the occurrence of the Damage and ending not later than as specified in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

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General Condition

The following General Conditions shall apply to all Sections of this Policy unless specifically stated elsewhere in this Policy to the contrary.

1. Interpretation & Headings

Where any word or expression has been given a specific meaning in any part of this Policy, such word or expression shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which the word or expression

appears.

Where words other than the Insured or the Insurers have been used in the Policy to represent the party entitled to indemnity under this Policy and the party providing the indemnity, it is agreed that for the purpose of this Policy those words are deemed to have the same meaning as the Insured and the Insurers.

It is further agreed that:

(a) words importing persons shall include corporations and other legal entities;
(b) references in the singular shall be deemed to include the plural and vice versa; and
(c) words depicting any gender include reference to all other genders.

In the event of conflict of interpretation between the various clauses, provisions and terms contained in this Policy, the interpretation most beneficial to the Insured shall always prevail. Should any provision of this Policy be held invalid or unenforceable under applicable law, this Policy shall be deemed not to include that provision and the balance of this Policy will remain in full force and effect.

Headings have been included for ease of reference. It is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

2. Errors, Omissions & Misdescription

The Insured shall not be prejudiced by any unintended and/or inadvertent:

(a) error, omission or misdescription of the risk, interest or Property Insured hereunder,
(b) incorrect declaration of values,
(c) delay in notifying Insurers of any circumstance or event giving rise to or likely to give rise to a claim hereunder,
(d) failure to advise the Insurers of any change of risk, interest or Property Insured hereunder,
(e) failure to advise the Insurers of any acquisition of risk, interest or property to be insured hereunder,
(f) failure to comply with any Statutory requirement.

3. Protection of Interest (Non Invalidation)

Where this Policy covers the interests of more than one party or property, any breach of a Policy Condition or warranty by one party or at one property will not prejudice in any way the rights of any other party or other properties whether or not at the same location or site.

Insurers may only refuse to pay that part of any Damage which can be directly attributed to the breach of Condition or warranty by the party or at the property where the breach occurred, but not to the extent that it affects other Insureds or other Property Insured under this Policy.

4. Other Insurance

(a). The Insured is permitted to have other insurance over any Limits or Sub-Limits of Liability specified elsewhere in this Policy without prejudice to this Policy. The existence of any such insurance will not reduce any Limit or Sub-Limit of Liability in this Policy. Any other insurance that would have provided primary coverage in the absence of this Policy will not be considered excess.
(b). The Insured is permitted to have other insurance for all, or any part, of any Deductible in this Policy. The existence of such other insurance will not prejudice recovery under this Policy. If the limits of liability of such other insurance are greater than this Policy's applicable Deductible, this Policy's insurance will apply only after such other insurance has been exhausted.
(c). In the event this Policy is deemed to contribute with other insurance, the limit of liability applicable at each location, for purposes of such contribution with other insurers, will be the latest amount described in this Policy or the latest location value on file with the Insurer.
(d). when this Policy includes property in more than one jurisdiction, separate policies underlying this Policy may be issued by the Leading Insurer in compliance with jurisdictional requirements. Such underlying policies will not be considered as additional insurance, but as complementary insurance only.

5. Precautions to prevent loss

The Insured shall take reasonable precautions in the selection of labour and in maintaining in efficient condition all plant and appliances used in connection with the Business or any of the Property Insured. The Insurers shall at all reasonable times have access by its representatives to examine any such plant and appliances.

The Insured shall also take and cause to be taken reasonable precautions to prevent Damage, business interruption or liability for which indemnity is provided hereunder.

6. Claims Procedure

Applicable to Section I

In the event of Damage recoverable hereunder, the Insured shall upon discovery of the Damage:

(a) give notice in writing thereof as soon as reasonably practicable to the Insurers (or to the loss adjusters appointed by the Insurers for that purpose) and, supply full particulars in the form reasonably required by the Insurers.

(b) at the expense of the Insurers, take all reasonable steps to protect the Property Insured from further Damage and to mitigate the actual or potential amount of the claim.

(c) take all reasonable steps, from the standpoint of the Insured, as soon as reasonably practical for the purpose of recovering any property lost and in the case of theft or willful Damage to discover the guilty person or persons.

(d) not in any case be entitled to abandon any property to the Insurers, whether taken possession of by the Insurers or not.

(e) if required by the Insurers, produce or give reasonable access to any property which has been Damaged.

(f) preserve the parts affected and make them available for inspection by representative or survey of the Insurers.

(g) inform the police authorities in case of loss or damage due to burglary.

Applicable to Section II

(a) The Insured shall use due diligence and do and concur in doing all things reasonably practicable from the Insured's commercial standpoint to minimise and/or establish the extent of any interruption of or interference with the Business or to avoid or diminish the loss recoverable under Section II of this Policy.

(b) The Insured shall produce and furnish to the Insurers such books of account and other business books, invoices, balance sheets, and other documents, proofs, information, explanations or other evidence as may be reasonably required by the Insurers for the purpose of investigating or verifying the claim, together with (if so required) a statutory declaration of the truth of the claim and of any matters connected therewith.

Applicable to All Sections

Unless specified elsewhere in this Policy to the contrary:

(a) The Insurers agree to settle claims without reference to or reduction for the existence of any other insurance in the interest of the Insured.

(b) Upon notification being give to the insurer under this condition, the Insured may carry out the repairs or replacement of any minor damage with amounts not exceeding US$250,000 in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

(c) If a representative of the Insurers does not carry out the inspection within 45 days of receipt of notification (unless this is not reasonably possible), the Insured is entitled to proceed with the repairs or replacement

7. Subrogation

Any corporation, organization or person claiming indemnity hereunder shall, where legally permitted and where payments for Damage under any primary insurance (where applicable) are not detrimentally affected, at the request and expense of the Insurers, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by the Insurers for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other corporation, organization or person, to which the Insurers are entitled upon the Insurers paying for or indemnifying the Insured in respect of any Damage or legal liability under this insurance.

Should the Insured sustain any Damage or incur any legal liability covered by this Policy which is not paid by Insurers:

(a) due to the application of the Deductibles; and/or

(b) where the amount(s) of the Damage or any judgment(s) or settlement(s) exceed the applicable Declared Value and/or Limit of Liability and/or Limit of Indemnity;

then, the Insured shall be entitled to the first call on the proceeds of all recoveries made by either the Insured or the Insurers, on account of such Damage or legal liability, until fully reimbursed for such uninsured amounts (less the actual costs of making such recoveries, where those costs are incurred by the Insurers). Any remaining amounts will be applied to the reimbursement of the Insurers.

The Insurers agree to waive any rights and remedies or relief to which they may become entitled by subrogation against:

(i) any corporation or organization, the majority of whose capital stock is owned or controlled by the Insured;

(ii) any corporation, organization or person which or who owns or controls the majority of the capital stock of any corporation, organization or entity to which or to whom protection is afforded under this Policy; except that if such corporation, organization or person is protected from such loss by any other policy of indemnity or insurance, the Insurers' right of subrogation is not waived to the extent and up to the amount that such other policy will indemnify the loss.

(iii) any director, partner, proprietor or employee of the Insured, unless the conduct of such person which gave rise to a claim amounted to serious or willful misconduct.

(iv) any other corporation, organization or person with whom the Insured (prior to the happening of any Damage or any occurrence against which indemnity may be provided hereunder) shall have agreed to waive their rights to recovery in respect of Damage or legal liability which may be caused by such corporation, organization or person.

8. Cancellation

(a) Cancellation of the Policy by the Insured

This Policy may be cancelled and invoked by the Insured at any time before the occurrence of loss destruction or damage by the written notice from the Insured to the Insurers stating the reasons for the termination of the Policy.

Such return premium calculated at a pro-rata rate shall be paid to the Insured by the Insurers within 30 days after the termination of the Policy.

(b) Cancellation by the Insurers

This Policy may only be cancelled by the Insurers under the following circumstances:

(i) non payment of Premium by the Insured in accordance with the Premium payment Conditions.

(ii) following a merger or consolidation of the Insured with another organization or party in which the Insured is not the surviving or controlling entity.

(iii) insolvency, liquidation or voluntary or enforced receivership of the Insured.

(iv) willfully or by gross negligence failing to abide by the Insured's Duty of Disclosure either at the inception of the Policy or during its currency.

In the above circumstances, cancellation may be effected by the Insurers by sending written notice to the Insured at the address shown in the Policy Schedule or at the last known address of the Insured and any additional Insureds and Loss Payees (if any) indicated on any certificates of insurance or other documentation issued by the Insurers during the Period of Insurance, stating the circumstances under which notice is being given and stating a cancellation date that is not less than 60 (sixty) days from the date of such notice, unless the Insured and the Insurers mutually agree otherwise. In the event of such cancellation, the Insurers shall pay a pro rata return premium within 30 days.

Notwithstanding that the 60 (sixty) day cancellation notice period is reduced to 10 (ten) days with respect to sub-clause (b)(i) non payment of Premium and that cover is reinstated immediately upon receipt of the new (pro rata) Premium by the Insurers. Cancellation under either (a) or (b) above shall not affect coverage on any shipment in transit as at the day of cancellation. Coverage will continue in full force until such property is delivered and accepted at the place of final destination.

(c) Lapse

If the Insurers intend not to renew this Policy, they shall give 60 (sixty) days prior written notice of their intentions.

The mailing of notice as aforesaid under sub-clauses (a), (b) or (c) shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of such written notice either by the Insured or by the Insurers shall be equivalent to mailing.

This clause in its entirety shall not affect the rights of the Insurers to avoid a claim to the extent fraud has been undertaken by the Insured.

9. Fraud

To the extent any claim is fraudulent or if any fraudulent means or devices be used by the Insured, the Insurers without prejudice to any other rights the Insurers might have under this Policy shall be entitled to refuse to pay such claim in full or in part as circumstances permit.

10. Appraisal

In case the Insured and the Insurers shall fail to agree as to the amount of Damage or expense, the same may be ascertained by two competent and disinterested appraisers, the Insured and the Insurers each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately the cost to replace and/or replacement value, and, failing to agree, shall submit their differences to the umpire, and the award in writing of either two shall determine the amount of the loss; the parties thereto shall pay the appraisers respectively selected by them, and shall bear equally the expense of the appraisal and umpire.

11. Proper Law

Should any dispute arise regarding the interpretation or the application of this Policy the parties to this Policy agree that this Policy shall be subject to the law of the Republic of Korea

Each party agrees to submit to the jurisdiction of any court of competent jurisdiction nominated by the Insured and will comply with all requirements necessary to give the court jurisdiction. All matters arising under the Policy will be determined in accordance with the proper law of t0his Policy.

If required by the Insured, the Insurers must nominate a person within the jurisdiction who will be duly authorised to accept originating process on behalf of the Insurers.

It is further agreed that in any suit instituted against any one of the Insurers upon this Policy, all Insurers will abide by the final decision of such court or of any appellate court in the event of an appeal.

12. Fronting

Where local policies are issued they will be issued by LIG Insurance Network Partners and will be ceded into LGE Global Master Policy up to 100%. For countries with compulsory reinsurance restrictions and where a reinsurance cession is available, the maximum share of the respective local policy will be ceded as permitted in accordance with the applicable local laws and regulation.

13. Cut Through Clause

It is understood and agreed that if so required by the Insurer, the Reinsurer shall pay directly to the Insured that proportion of any claim due to the Insurer from the Reassured which represents the liability of the Reinsurer to the Reassured under the terms of this Policy, whereby the Reinsuring Underwriters can act independently. However, this clause is not applicable if it is against the local regulations or local insurer's underwriting guideline.

This clause is made by and between LIG Insurance Co., Ltd, global carrier and LIG Insurance Network Partners as Fronting carrier, for the benefit of LG Electronics Inc. (or the Insured). The Reinsurer and the Insurer agree as follows:

1. In the event the Insurer is declared insolvent and is unable to pay loss under the insurance policy cited, the Reinsurer will become liable to the Insured for its portion of such covered loss, and will make payment directly to the Insured, subject to the terms, limits, and conditions contained in the policy. The Reinsurer shall be subrogated to all rights of the Insured and the Insurer to the extent of such payment.

2. The Reinsurer will become liable to the Insured to the extent for any local fronting carrier retention portion for local exposure of the Insured in case that the above article can be applied.

14. Interests of Other Parties

The Insurers will indemnify, as though they were the named Insured, all parties interested in the Property Insured by this Section I by way of loan, mortgage, lease, hire purchase or other financial agreement automatically without notification or specification; the nature and extent of such interests to be disclosed in the event of Damage. The Insurers shall waive all rights of subrogation that may otherwise have existed against such parties.

At the option of the Insured:

(a) This Policy extends to indemnify any other party having a pecuniary or economic interest in the Property Insured. It is understood and agreed that the receipts of any such parties for claims settlements under this Policy in relation to their respective interests shall be a full and sufficient discharge to the Insurers;

(b) Where the insurance covers the interest of more than one party, any act or 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 or neglect whereby the risk of Damage has increased, give notice in writing to the Insurers and on demand pay such reasonable additional Premium as the Insurers may require.

(c) If at the time of Damage to any part of the Property Insured, the Insured has contracted to sell its interests in the Property Insured, but the sale has not been completed, the purchaser shall, at the option of the Insured, be deemed to have been included as an Insured in this Policy so far as it provides cover for Damage to the Property Insured which is the subject of the sale.

Provided that this clause (c) shall not apply to the extent other insurance cover will indemnify the loss.

15. Automatic Reinstatement

To the extent not already automatically covered by this Policy, and unless the Insured requests otherwise, the insurance under Sections I and II and/or each item of Sections I and II and the Indemnity Period applicable to Section II shall be automatically reinstated in their entirety with pro rata Additional Premium from the date of replacement for the remainder of the Period of Insurance, whatever the amounts paid by Insurers may be in respect of claims lodged or paid.

Provided that this Memorandum does not apply to Sub-Limits of Liability stated in the Schedule as being in the aggregate.

16. Automatic Extension to Period of Insurance

Insurers shall automatically extend the Period of Insurance under the Policy for 30 days if required by the Insured, subject to terms and Conditions to be agreed and additional Premium to be charged on pro-rata basis. The Insurers will not require more than a pro-rata additional Premium for the extension.

17. Acquired Companies

At the option of the Insured this Policy extends to include:

(a) property belonging to companies and other organizations purchased or otherwise acquired and over which the Insured acquired the capacity to directly or indirectly dominate decision making in relation to financial or operational policies or acquire managerial control or the responsibility to arrange Insurance during the Period of Insurance; and

(b) Damage to property which such companies or other organizations and entities are legally responsible or for which they have assumed responsibility to insure prior to the occurrence of any Damage; and

(c) Section II cover as a consequence of Damage insured under clauses (a) and (b);

subject to:

(i) the Insured declaring details of such acquisitions within the Period of Insurance and

(ii) acquisitions will be treated separately by applying the greater of either a minimum premium for the risk or the average pro rata premium rate of this Policy from the time of the inception of the risk

18. Automatic Coverage of any New Entity

This Policy extends to automatically cover any new entity established after the Policy inception subject to the Insured's notification to the Insurers within 120 days of establishment. It is understood that the time of premium calculation is to be at the time of actual operation of the new entities. If not reported within 120 days after the establishment, such new entity shall be considered as a Miscellaneous Unnamed Location. The new entity establishment date shall be considered as the entity operation date or the earliest effective date of warehouse contract. Furthermore, it is understood that premium shall be calculated with average rate of this Policy on a pro-rata basis from the time of establishment date. A minimum premium of USD 3,000.- will apply regardless of number of days to Policy expiration from the attachment date of the new entity. If however it is requirement that the local tariff be used, the minimum premium shall be based on the local tariff premium.

19. Reasonable Dispatch

If following Damage the Insured considers that resumption of its Business and/or the work of reinstating or replacing or repairing the Property Insured poses a threat to human life or safety and as a result the Insured delays commencement of all or part of the resumption and/or all or part of the work of reinstatement or replacement or repair, then Insurers will deem such delay as beyond the control of the Insured and that the Insured is acting with reasonable despatch and due diligence.

20. Contractual Agreements

Where in the ordinary course of Business the Insured enters into a contractual agreement with another party and such agreement provides in substance that the Insured shall indemnify and/or hold harmless and/or release from liability another party in respect of Damage which may occur as the result of any peril or eventuality insured against by Section I of this Policy, this Policy shall not be prejudiced by the Insured entering into such agreement, and such indemnity and/or hold harmless provision(s) and/or release from liability shall be equally binding upon the Insurers. In consequence all rights of subrogation against such party is hereby waived.

21. Hazardous Goods & Employees of Others

The storage of hazardous goods usual to trade and/or occupation is allowed, including inadvertent storage in excess of statutory or regulatory limits. It is further noted and allowed that workers not employed by the Insured are permitted within and around insured locations for the purpose of carrying out alterations, extensions, repairs and maintenance work. None of the aforesaid will prejudice the indemnity provided under this Policy.

22 Permits

Permission is hereby granted for any building(s) to be and remain vacant and unoccupied without limit of time and without prejudice to the Insured's right of recovery for any claim under this Policy.

23. Co-Insurance Deficiency and Currency Devaluation

This Policy covers the deficiency in the amount of loss payable under the Insured's locally admitted primary and/or underlying policy(ies), if any, and its/their renewals, solely as the result of:

(a) the application of a coinsurance (or Average) clause; or

(b) official Government devaluation of the currency in which the local policy is written,

for physical loss or damage of the type insured under such local policy(ies) to property of the type insured under this Policy and not otherwise excluded by this Policy.

The Insured agrees to adjust the Policy values as a result of such devaluation within 30 days after the date of the currency's devaluation.

There is no liability under the terms of this coverage if the Insured is unable to recover any loss under such local policy(ies), and its renewals, if such inability is the result of intentional under insurance by the Insured.

It is basic principle that local policy be issued by insured value in currency of US Dollar or EURO. However, if local law and regulation prohibits local insurer of issuing local admitted policy in such currency, the local policy must state the exchange rate of the value insured by local currency.

24. Difference in Conditions/Difference in Limits

Where a primary or other more specific policy is issued, and such other policy or policies, by virtue of their scope of cover, definitions, conditions, exclusions and/or limits of liability do not indemnify the Insured in whole or in part in respect of such Damage, costs and other exposures covered by this Policy; then this Policy subject to its terms and Conditions shall provide indemnity to the extent that such indemnity is not provided by the other policy or policies.

The amount of any claim paid under such other policy or policies will be deemed not to have been paid for the purpose of determining the Insurers Limit of Liability and Sub-Limits of Liability under this Policy.

Further, in reference to the respective policies' deductibles, where the amount recoverable under such other policy or policies is less than would have been recoverable had that insurance been arranged on the same terms and Basis of Settlement as this Policy, the Insurers of this Policy will indemnify the Insured for any differences.

The amount of any claim including the amount of any deductible paid under such other policy or policies will be taken into account for the purpose of determining the Insured's contribution to the Deductible under this Policy.

This Memoranda does not apply where the other policy or polices are intended to provide cover in excess of the Limits and/or Sub-Limits of Liability expressed in this Policy.

25. Reverse Difference in Conditions/Difference in Limits

Where a primary or other policy is issued, and such other policy or policies, by virtue of their scope of cover, definitions, conditions, exclusions and/or limits of liability indemnifies the Insured in whole or in part in respect of such Damage, costs and other exposures not covered by this Policy; then this Policy is extended to indemnify the Insured on the same basis as the primary or other policy or policies but only after the limits of liability of the primary or other policy have been exhausted.

The amount of any claim paid under such other policy or policies will be deemed not to have been paid for the purpose of determining the Insurers Limit of Liability and Sub-Limits of Liability under this Policy.

The amount of any claim including the amount of any deductible paid under such other policy or policies will be taken into account for the purpose of determining the Insured's contribution to the Deductible under this Policy.

26. Loss Adjusters

It is hereby understood and agreed that each Occurrence will be adjusted by adjuster appointed by the Insurers, unless otherwise agreed by the Insured and the Insurers.

27. Non Admitted Increased Tax Liability

This Policy covers the Non-Admitted Increased Tax Liability as described herein of the Insured for a loss covered under this Policy.

(a) If a loss recovery under this Policy cannot be paid in the country of its occurrence because of local law or otherwise, such loss is to be paid in the currency of this Policy in a country designated by the Insured where such payment is legally permissible. In the event of such a payment, the Insurers will pay in addition to the loss, the net amount required to offset local taxes on income with due consideration to any tax relief/credit that accrues because of such payment. The amount of such additional payment is to be calculated as follows:

Additional Payment = [a (1 - c) / (1- b)] –a

Where:

a = Loss otherwise payable under this Policy except for operation of this coverage, after due consideration for any applicable deductible(s).

b = The net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where loss payments are received.

c = The net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where the loss occurred.

(b) The formula herein will not apply if the calculation of additional payment results in an amount less than zero. The rates referred to herein will be the respective corporate income tax rates in effect on the date of the loss.

(c) The Insured will cooperate with the Insurers in making every reasonable effort to pay the loss or portion thereof locally in the country in which the loss occurred.

(d) The actual payment under this coverage will be adjusted and reduced by all appropriate tax credits and/or tax relief entitled and/or received by the Insured and/or the local entity where the loss occurred provided that an income tax liability is incurred.

28. Tax Treatment of Profits

This Policy is extended to cover the increased tax liability from an insured loss if the tax treatment of the profit portion of a claim payable under Section II is greater than the tax treatment of profits that would have been incurred had no loss occurred.

29. Currency For Loss Payment

Losses will be adjusted and paid in the currency of the United States of America, unless directed otherwise by the Insured. In the event of a loss adjustment involving currency conversion, the exchange selling rate will be calculated as follows:

A. As respects the calculation of Deductibles and Limits of Liability, the rate of exchange published in OANDA on the date of loss.

B. As respects Damage to Property Insured:

1. The cost to repair or replace Property Insured will be converted at the time the cost of repair or replacement is incurred based on the rate of exchange published in OANDA.

2. If such Property Insured is not replaced or repaired, the conversion will be based on the rate of exchange published in OANDA as of the date of loss.

C. As respects any Business Interruption loss the conversion will be based on the average of the rate of exchange published in OANDA on the date of loss and the rate of exchange published in OANDA on the last day of the Indemnity Period. If OANDA was not published on the stipulated date, the rate of exchange will be as published on the next business day.

30. Payment of Loss

All adjusted claims shall be due and payable no later than 30 days after presentation and acceptance of proof of loss by the Insurer or their appointed representative.

31. Progress Payments

All adjusted claims shall be due and payable within 30 days or as soon as reasonably possible after acceptance of proof of loss by the Insurers or their appointed representative. Insurers agree not to delay the indemnification of the Insured for an insured loss until the whole of such loss has been finally determined or until fully incurred by the Insured. Further any indemnity from the Insurers shall not be delayed pending the outcome of recourse efforts by the Insured (or by Insurers through subrogation) against others or pending the receipt of payment from reinsurers of the Insurers.

Progress payments will be made by Insurers immediately and to the extent sufficient details have been supplied by the Insured of amounts paid or payable in respect of claims that have been admitted by Insurers. However in respect of losses payable under Section I, where the Property Insured is subject to the Reinstatement or Replacement clause, and the Insured elects to replace the Damaged property, the Insured shall be entitled to receive the Indemnity Value of the Damaged property as soon as such value has been established by the Insured and in the event of expenditure or Reinstatement exceeding such amount, then the Insured shall be entitled to reimbursement of the excess on production of evidence of such expenditure.

32. Expiration

If this Policy should expire, be cancelled or otherwise terminated while an insured Occurrence is in progress, subject to all other terms and Conditions of this Policy, the Insurers are responsible for the payment of losses and other loss related monies as if the entire loss had occurred prior to the expiration of this Policy.

33. Liberalisation

If during the Period of Insurance any rules or regulations are revised by statute or other legal means so as to broaden the coverage provided by this Policy, such extended or broadened insurance will inure to the benefit of the Insured within such jurisdiction with effect from the date of the change.

34. Provisions Applicable to Specific Jurisdictions

A. If the provisions of this Policy conflict with the laws of any jurisdictions in which this Policy applies, and if certain provisions are required by law to be stated in this Policy, this Policy will be read so as to eliminate such conflict or deemed to include such provisions for locations of the Insured within such jurisdictions.

B. The Insurers will provide to the Insured copies of endorsements mandated for use by the laws of states in the United States of America. The endorsements may modify this Policy with respect to any insured property located in the state in which the endorsement applies.

C. For any insured property located in Greece, in the event of any loss payable, Stamp Duty will be deducted from any loss settlement.

D. For any insured property located in Norway, this Policy insures against loss or damage to insured property resulting from Natural Catastrophe perils as designated in the Act of Natural Perils of June 16th, 1989.

E. With respect to any insured property in South Africa, the following additional Conditions apply:

Notwithstanding anything contained herein to the contrary:

1. This Policy does not cover loss of or damage directly or indirectly to property caused by:
   a. civil commotion, labor disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above;

   b. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

   c. i. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial

law or siege;

ii. insurrection, rebellion or revolution.

d. any act (whether on behalf of any organization, body or person, or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;

e. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;

f. any attempt to perform any act referred to in clause d or e above;

g. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause a, b, c, d, e or f above.

If the Insurers allege that by reason of clauses a, b, c, d, e, f, or g of this Condition, loss or damage is not covered by this Policy, the burden of proving the contrary will rest on the Insured.

2. This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.

F. In respect of any insured property in Spain and as applies to Physical Damage coverage only, this Policy does not insure against physical loss or damage caused by:

1. events separately insured by the Consorcio de Compensacion de Seguros, or events classified by the Public Authorities in Spain as an “extraordinary circumstance.”

2. all losses where, despite being of an extraordinary and catastrophic nature, the Consorcio de Compensacion de Seguros does not acknowledge the rights of the Insured on account of the Insured’s failure to comply with any of the conditions and stipulations contained in the Reglamento y Disposiciones Complementaras in force at the time of the occurrence as well as those occurring within the payment free period specified by the aforementioned authority. The Consorcio de Compensacion de Seguros will indemnify claims of an extraordinary nature, within the terms of the various laws and/or Royal Decrees and/or Regulations of Spain which govern Consorcio de Seguros.

G. United Kingdom Terrorism Exclusion; Notwithstanding anything contained in this Policy to the contrary, there is no coverage for loss or damage caused by or resulting from the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Fire or explosion resulting from or caused by an act of terrorism to property of the Insured located in the United Kingdom.

For the purposes of this Condition:

1. Terrorism will mean any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government (de jure or de facto) by force or violence.

2. In any action, suit or other proceedings where the Insurers allege that by reason of this definition any physical loss or damage is not covered by this Policy the burden of proving that such physical loss or damage is covered will be upon the Insured.

3. United Kingdom means England, Wales or Scotland, but not the territorial seas adjacent thereto as defined by the Territorial Sea Act of 1987.

35. Priority of Payments

Notwithstanding anything contained in this Policy to the contrary, to the extent this Policy:

(a) acts as a primary policy, any loss occurring where the amount of the loss payable exceeds the Limit of Liability under this Policy, the Insurers shall first pay for such loss or Damage caused by perils or circumstances that are not insured by any excess policy.

(b) acts as an excess policy, any loss occurring where the amount of the loss payable exceeds the limit of liability under any underlying policies, irrespective of the actual basis of the loss settlement, the insurers of the underlying policies shall be deemed to have first paid that part of the loss or Damage caused by perils or circumstances that are not insured by this Policy.

36. Policy Issuance in Different Languages

Unless the local law dictates otherwise, in the event that this Policy is issued in more than one language, and English is one of those languages, the cover provided and interpretation of the English version will prevail over all other language versions.

37. Bankruptcy and Insolvency

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 hereunder because of such bankruptcy or insolvency.

38. Definitions Applicable to this Policy

For the purpose of ascertaining the classification under which any property is insured, the Insurers agree to accept the designation assigned to such property by the Insured, The following terms shall bear the meanings ascribed to them hereunder.

(a) Property Insured

All real and personal property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any Damage, including all such property in which the Insured may acquire an insurable, pecuniary or economic interest or for Damage to which the Insured becomes responsible or assumes responsibility to insure during the Period of Insurance. Such property includes but is not limited to telephone, gas, water and electric instruments, meters, piping, cabling, lines, towers, poles and the like and accessories thereof in and around buildings owned or occupied by the Insured including similar property in adjoining yards or roadways or underground and within a 300 meters of the boundaries of the Insured Premises (pertaining to Property Insured), the property of the Insured or of suppliers or others and for which the Insured is responsible.

In respect of new and additional property, coverage hereunder will attach from the date on which an interest in the property is first acquired.

Property in course of construction or erection, including dismantling, modification or undergoing testing or commissioning. Mechanical performance testing is also covered to the extent provided under the Minor Works Memorandum.

(b) Premises

As defined in the Schedule under the heading ‘Situation and/or Premises’.

(c) Schedule

Means that part of this Policy incorporated under the heading of Schedule or any later Schedule issued on renewal or variation or by way of Endorsement.

(d) Policy

Means this document, including the Schedule and any Endorsements attaching hereto.

(e) Indemnity Value

Means the value attributable to the cost to replace or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition at the time that the Damage occurred taking into consideration age, condition and remaining useful life.

(f) Declared Value

Means the values relative to the indemnity provided under this Policy supplied by the Insured which apply from the inception of the Period of Insurance and which forms one of the measures for the calculation of the Premium.

(g) Occurrence

An occurrence shall mean a loss or series of losses arising out of one event occurring during the Period of Insurance of this Policy.

As respects theft, the term Occurrence means the sum total of all losses resulting from one or more concealed acts committed by one person or more than one person acting in unison to the extent such loss is not otherwise excluded under this Policy.

(h) Flood

Flood; rising waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray there from, surface waters or sewer back-up resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion or sprinkler leakage resulting from Flood is not considered to be loss by Flood within the terms and conditions of this Policy. All Flood within a continuous 72 hour period will be considered a single Flood.

(i) Earthquake

Means shock damage resulting directly from seismic activity excluding subsequent damage resulting therefrom.

(j) Natural Perils

Means typhoon, hurricane, cyclone and tornado. For the purpose of determining the appropriate Policy Sub-Limit and Deductible, typhoon, hurricane, cyclone and tornado shall be deemed to be a Natural Peril only if the wind intensity sustained exceeds 64 knots or 119 kph as defined in the Beaufort Scale.

39. Waiver of Subrogation

For the purpose of ascertaining the classification under which any property is insured, the Insurers agree to accept the designation assigned to such property by the Insured, The following terms shall bear the meanings ascribed to them hereunder.

(a) The insurer shall not exercise subrogation rights against the insured's subsidiaries, subsidiary's contractors and its sub-contractors, affiliated companies (LG Group Companies), contractors and sub-contractors of LGE. However, this clause does not apply any loss, destruction or damage occasioned by or through or in consequence of or contributed to, directly or indirectly, by willful act or willful negligence of the insured's contractors.

(b) The insurer shall not exercise subrogation rights against the inland transporter related with loss to or damage of the property insured during Transit Covered in below Special Extensions & Provisions Applicable to Section **I ,II**.

40. 72 Hours

It is agreed that any loss of or damage to the property insured during any one period of 72 hours at any one location caused by storm, tempest, flood or earthquake shock shall be deemed a single event and therefore shall constitute one occurrence with regard to the amounts insured and the Deductibles provided in this Policy. The Insured shall elect the time from which any such period shall commence, but no two periods shall overlap.

SECTION I - MATERIAL LOSS OR DAMAGE

THE INDEMNITY

In the event of any physical loss, destruction or damage (hereinafter in Section I referred to as 'Damage' with 'Damaged' having a corresponding meaning) not otherwise excluded happening at the Situation as stated in the Schedule to the Property Insured, the Insurers will (subject to the Conditions, Exclusions, terms, Memoranda and provisions of this Policy including the limitation on the Insurers' liability) indemnify the Insured in accordance with the applicable Basis of Settlement.

Subject to the liability of the Insurers not being increased beyond the Limit of Liability stated in the Schedule, the Insurers will also indemnify the Insured for:-

(a) architects', surveyors', consulting engineers', legal, accounting, auditing and all other professional and other fees, including but not limited to clerks of works' salaries for estimates, plans, specifications, quantities, tenders, reports and consultations, consequent upon Damage to property hereby insured including such costs, fees and salary for preparing any claim hereunder or in producing and certifying any particulars required by Insurers in relation to any claim hereunder.

(b) any fee, contribution, other impost or other amount payable to any Government, Local Government or other Statutory or Competent Authority; where payment of such fee, contribution, impost or other sum is a Condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder; provided that the Insurers shall not be liable for payment of any fines and/or penalties imposed upon the Insured by any such Authorities.

(c) costs and expenses reasonably incurred for the purpose of extinguishing fire at or in the vicinity of Property Insured or threatening to involve such property or for the purpose of preventing, mitigating, suppressing or constraining Damage to Property Insured by any other peril or circumstance that may result in a loss under Section I of this Policy, including damage to gain access and the cost of replenishment of fire fighting appliances and charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines, the payment of wages or other remuneration to the Insured's employees (other than normal wages of full time members of works fire brigades), additional metered water charges incurred and all other fire brigade, fire fighting and post fire extinguishment costs not otherwise covered by this Policy.

(d) The cost of refilling the cylinder(s) of any gas flooding system used by the Insured for the protection of Property Insured arising out of accidental discharge of the system or the explosion of the equipment containing FM200 or similar fire extinguishing material under pressure.

(e) the cost of replacing any fire protective equipment with a different type of equipment, which has similar capabilities to the equipment being replaced, as a consequence of the discharge of substance therefrom (such discharge being either accidental or malicious or for the purpose of extinguishing fire) or where replacement with such different type of equipment is required by law.

(f) costs and expenses reasonably incurred for the recovery, temporary protection and safety of property hereby insured pending repair or replacement consequent upon Damage recoverable hereunder.

(g) costs of replacing locks and/or keys and/or combinations where if as a result of theft or any attempt thereat the keys and/or combinations are stolen or Damaged or if there are reasonable grounds to believe the keys may have been duplicated or are otherwise commercially unusable. The Insurer will also pay the cost of opening safes and/or strongrooms as a result of theft or Damage to keys and/or combinations.

(h) costs and expenses reasonably incurred in respect of clearing debris and the removal of property whether damaged or undamaged, including but not limited to:

(i) removal, storage and/or disposal of debris of whatever kind;

(ii) shoring up, propping and underpinning of Property Insured and the property of others;

(iii) clearance of drains and sewers;

(iv) other temporary repairs;

(v) erecting and maintaining hoardings deemed required by the Insured during demolition;

(vi) the demolition, dismantling and removal of any property belonging to the Insured or for which the Insured is responsible, provided that:

(1) such property is no longer useful for the purpose for which it was intended; or

(2) such demolition and removal is necessary for the purpose of the reinstatement or replacement of Property Insured under this section; or

(3) such demolition and removal is ordered by any Government, Local Government or other Statutory or Competent Authority;

consequent upon Damage to the Property Insured by a peril or Occurrence not hereby excluded by this Policy.

notwithstanding anything contained to the contrary elsewhere in the Policy, in relation to premises, roadways, services, railway or waterways of others, costs and expenses reasonably incurred in respect of the Insured's legal liability for removal, storage and/or disposal of debris consequent upon damage to the Property Insured by a peril not hereby excluded by this Policy, for such costs together with the cost of cleaning and decontamination. Provided that such liability was not assumed by the Insured under an agreement entered into after the commencement of the Period of Insurance or any renewal thereof unless liability would have attached in the absence of such agreement.

For clarity, this Policy does not extend to any liability that the Insured may incur as a consequence of pollution of any kind unless caused by a peril not excluded by this Policy.

(i) Damage to clothing and tools of trade belonging to directors, partners, proprietors and employees of the Insured whilst on the Premises.

(j) costs and expenses reasonably incurred for the purpose of expediting Reinstatement, replacement or repair of any Damaged Property Insured, including but not limited to: penalty rates for wages during overtime, shift, night, Sunday or holiday working; the hire of additional labour, equipment or resources, payment for carriage by express passenger, fast goods or other rail or road transport, or carriage by air freight via licensed airline(s) operating regular scheduled services or by chartered aircraft, Including travel, accommodation, meals, additional administration, overhead and all other associated costs.

(k) the cost of locating and repairing burst, blocked or leaking water tanks, apparatus, drains, sewers, pipes, gutters, pumping equipment and the like where a claim has been substantiated for Damage to the Property Insured arising therefrom, including the cost of restoring the Premises

(l) costs and expenses incurred by the Insured in taking inventory (including, unpacking, re-packing, re-stocking and re-filling) and inspecting property to identify, quantify and value any property which has been Damaged consequent upon the occurrence of any Occurrence insured against by Section I of this Policy, including examination of property not belonging to but in the care, custody or control of the Insured.

(m) liability to pay additional income tax or additional capital gains tax or the like pursuant to any government taxation legislation, incurred solely in consequence of payment by the Insurers of any amount claimable under Section I of this Policy.

(n) The Insured’s liability for customs, excise and other duties which the Insured may become liable to pay in the event of Damage to Property Insured and/or the Insured’s liability to compensate others who may become liable for such customs, excise or other duties.

(o) costs and expenses incurred by the Insured in connection with Statutory Enquiries or other enquiries following Damage to Property Insured. The term ‘Statutory Enquiries’ shall mean any judicial, coronial or other form of enquiry or hearing established by or at the direction of Government, semi-government, local or planning authority or other competent authority as a direct result of Damage to Property Insured.

(o) This Policy covers Property Insured including stock at any location rented, leased, purchased, or is under construction by the Insured after the inception date of this Policy. This coverage applies from the date of rental, lease, purchase, or commencement of construction. The Insurers agree to provide Automatic Coverage regardless of type of property whether fixed asset, stock / inventory or other property, the Applicable Limit is USD 40,000,000 per Occurrence. If an increase / a decrease in value exceeds USD 20,000,000 an additional / return premium shall be imposed. The additional / return premium will be calculated on a pro-rata basis on the average rate of the master program from the time when the USD 20,000,000 was exceeded and applied to the total property portion above USD 20,000,000. If not reported within 120 days, such new property including stock will be considered as located at a Miscellaneous Unnamed Location. This coverage is a part of and not in addition to the Policy Limit of Liability.

EXCLUSIONS TO SECTION I

A. PROPERTY EXCLUSIONS

Section I of this Policy does not cover Damage to the following property:

1. Property whilst in transit other than:

   (a) during the incidental movement of such property within Situations occupied by the Insured and
   (b) as insured elsewhere in this Policy.

   This Exclusion shall not apply during temporary removal of:

   (a) property (other than stock and/or merchandise of the business which is in the course of shipment to a customer); and
   (b) unregistered motor vehicles;

   to and from any location whether owned or occupied by the Insured or not, for cleaning, renovation, modification, repair or any other purpose

2. Money

3. Bullion, precious metals

4. (a) any watercraft other than as stock or merchandise of the Business; provided always that no cover shall apply hereunder whilst any watercraft is on water;

   (b) any aircraft (including its accessories and/or spare parts)) other than as stock or merchandise of the Business; provided always that no cover shall apply hereunder taxiing, take-off, flight or landing.

5. Vehicles or trailers registered or licensed to travel on a public road; provided that this Exclusion shall not apply to mobile plant and equipment (excluding cars, sedans, panel vans and trucks) not otherwise insured whilst on any Premises occupied or used by the Insured.

6. Standing timber, growing crops and pastures.

7. Land; provided that this Exclusion shall not apply to structural improvements gardens, tennis courts, swimming pools, other recreational structures on or in the land and the like and to the extent not otherwise specifically insured elsewhere in this Policy.

8. Bridges, canals, roadways and tunnels, railway tracks, dams and reservoirs (other than tanks) and their contents.

   Provided this Exclusion 8 does not apply to any of the foregoing where they are on Premises occupied or used by the Insured.

9. Docks, wharves and piers not forming part of any building.

   Provided this Exclusion 9 does not apply to any of the foregoing where they are on Premises occupied or used by the Insured.

10. Mining property located beneath the surface of the ground unless otherwise expressly stated in Section I of this Policy.
11. Property during the course of, and as a result of, its normal processing. Provided that this Exclusion 11 shall be limited to the specific Damage to that part or those parts immediately and directly so affected and shall not extend to the balance of that part or any other part or parts not immediately and directly affected or to any other Property Insured.

12. Property in course of construction or erection or dismantling or undergoing testing or commissioning other than as provided elsewhere in this Policy. Provided that this Exclusion shall not apply to

    (a) normal maintenance, overhaul, repair or similar works whether or not requiring testing and commissioning prior to the restarting of plant;

    (b) Minor Works as more specifically insured herein; and It is understood that bringing plant up to operation from shutdown will not be construed as testing. Should Damage occur to both
    property undergoing construction, erection, alteration or addition and other Property Insured by this Policy in the same Event only the highest single Deductible shall apply

13. Empty premises upon which demolition work is in progress.

14. Oil and gas drilling and/or production rigs whilst offshore.

B. PERILS EXCLUSIONS:

Unless otherwise specifically stated to the contrary, the Insurers shall not be liable under Section I in respect of the following, provided that such Exclusions will not apply to the extent that Damage results from a peril or circumstance not otherwise excluded by this Policy:

1. (a) Damage or liability directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

(b) Damage or liability directly or indirectly resulting from confiscation, nationalisation, requisition, expropriation or Damage to property by or under the order of any Government or Public Authority.

Provided that:

(i) notwithstanding Perils Exclusion 1(b), the Insurers shall be liable for Damage to and the cost of removal of, sound property at or in the vicinity of the Premises but only for the purpose of preventing or diminishing imminent Damage.

(ii) Insurers will not be relieved of any liability to the Insured in respect of Damage to Property Insured occurring before dispossession or during temporary dispossession which would otherwise be insured by this Policy.

(iii) Damage caused by hidden bombs, land mines, ammunition or other engines of war left below ground and /or on or beneath the foreshore and/or on or beneath the seabed prior to inception of this Policy for whatever reason shall not be considered as forming part of this Perils Exclusion as stated in 1(a) or 1(b).

2. (a) Damage to any property whatsoever or any loss or expense whatsoever directly resulting or arising therefrom or any consequential loss;

(b) any legal liability of whatsoever nature;

To the extent caused by or contributed to by or arising from:

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

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(iii) nuclear weapons material.

3. Damage directly occasioned by or happening through:

(a) (i) loss of weight; evaporation; inherent vice; latent defect; the action of damp atmosphere; natural variations in temperature; insects; vermin; rust, oxidation or corrosion;

(ii) contamination or pollution;

(iii) changes in colour, flavour, texture or finish; the action of smut or smoke from industrial operations (other than sudden and unforeseen damage resulting thereform); mildew, mold, wet or dry rot.

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

(c) error or omission in design, plan or specification by the Insured or failure of such design;

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

(e) faulty materials or faulty workmanship of the Insured; provided that this Exclusion:

(i) shall apply only to the part(s) of any building, structure, machinery or equipment directly and immediately so affected and shall not extend to the balance of that part, building, structure, machinery or equipment not directly and immediately so affected; and

(ii) shall not apply to any other part(s) of such building, structure, machinery or equipment or any other Property Insured hereunder which may be lost, destroyed or Damaged in consequence of such faulty materials or faulty workmanship.

(f) (i) mechanical, electrical, electro-mechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation;

(ii) explosion of steam boilers or pressure vessels,

unless otherwise specifically insured elsewhere in this Policy.

Provided that this Exclusion shall not apply to any subsequent Damage to the Property Insured occasioned by any circumstance or peril not otherwise excluded by Section I of this Policy.

In the above proviso, but only in so far as indemnity is provided by Section II of this Policy, the term ‘Property Insured’ is deemed to include any property or any part thereof used by the Insured at the Premises for the purpose of the Business including if not insured by Section I of this Policy.

4. Damage directly occasioned by or happening through:

(a) incorrect siting of buildings consequent upon:

(i) error in architectural design or specification;

(ii) faulty workmanship;
(iii) non compliance by the Insured (or by anyone acting on behalf of the Insured) with the necessary permits issued by Government or Public Authorities.

(b) demolitions ordered by Government or Public Authorities due to failure on the part of the Insured or their agents to obtain the necessary permits required.

5. Damage directly occasioned by or happening through unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortages in the supply or delivery of materials to or from the Insured.

Provided that Exclusion 5 shall not apply to subsequent Damage to the Property Insured occasioned by a peril not otherwise excluded resulting from any occurrence or peril referred to in this Exclusion .

6. Damage directly occasioned by or happening through fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting, data corruption, unauthorised amendment of data and erasure by electronic or non-electronic means involving the Property Insured by the Insured or any employee(s) of the Insured acting alone or in collusion with any other person(s).

Provided that this Exclusion 6 shall not apply to theft consequent upon forcible and violent entry upon Premises or felonious concealment upon Premises committed by an employee of the Insured.

Provided further that a willful act of malicious intent is not dishonesty for the purpose of this Exclusion.

7. any legal liability of whatsoever nature other than as herein provided.

8. consequential loss of any kind including consequential loss due to delay, lack of performance, loss of contract or depreciation in the value of land or stock, except and to the extent as herein provided in Section II.

9. Terrorism

Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto it is agreed that this Policy excludes loss, Damage of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or Occurrence contributing concurrently or in any other sequence to the loss.

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 organization(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 Exclusion also excludes loss, Damage 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 any act of terrorism.

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

In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage, cost or expense is not covered by this policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the insured.

10. Electronic Data

(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 Occurrence contributing concurrently or in any other sequence to the loss.

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 programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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’.

(b) However, in the event that a Listed Peril below 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 Period of Insurance to

Property Insured by this Policy directly caused by such listed peril.

Listed Perils; Fire; explosion, lightning, hail, windstorm, tornado, cyclone, hurricane, Earthquake, volcano, tsunami, Flood, freezing, weight of snow, impact by aircraft or other objects dropped therefrom, impact, bursting overflowing discharging or leaking of water tanks apparatus or pipes.

11. Electronic Data Processing Media Valuation

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 reproduction shall include all reasonable and necessary amounts, 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

SPECIAL EXTENSIONS APPLICABLE TO SECTION I

1. Temporary Removal

Subject to the following Provisions, the Property Insured by this Policy (other than stocks if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway anywhere within countries where the Insured operates.

The amount recoverable under this Extension in respect of each item of the Policy shall not exceed the amount which would have been recoverable had the Damage occurred in that part of the Premises from which the property is temporarily removed. This Extension does not apply to property if and so far as it is otherwise insured, nor property held by the Insured in trust, other than machinery and plant.

2. Minor Works

Notwithstanding anything in this Policy to the contrary, this Policy automatically includes cover for alterations and/or construction and/or re-construction and/or testing and/or re-testing and/or erection and/or addition and/or maintenance and/or repair and/or modifications and/or internal removal and/or installation and/or dismantling work (hereinafter within this Extension termed minor contract works) carried out by or on behalf of the Insured whether commenced during the Period of Insurance or prior to the Period of Insurance subject to the Property Damage Sub-Limit of Liability for Minor Works stated in the Schedule.

The cover applies only during the Period of Insurance and only in respect of contracts which have a full completed insured value of USD 20,000,000 or less at inception of the contract, unless otherwise mutually agreed by the Insured and Insurers.

The application of Perils Exclusions 3(f) and Property Exclusion 12 as far as they would otherwise apply to this clause, are deleted.

Cover will include, at the option of the Insured:

(a) all contractors and sub-contractors from any tier in respect of minor contract works undertaken for the Insured;

(b) materials and equipment and all other items capable of physical loss or damage and incorporated in the minor contract works;

The cover afforded by this clause shall only pay in excess of a more specific insurance, if any, arranged in respect of minor contract works.

It being agreed and understood that in the event that this Policy and any more specific policy have similar clauses stating that they are excess of the other policy, then there will not be double insurance, this Policy will become the primary insurance to the extent double insurance would otherwise have applied.

In the event of a loss involving both the more specific policy and this Policy, to the extent applicable, the amounts paid under the more specific policy, including the deductible under the more specific policy, will act to erode the applicable to this Policy.

It is specifically agreed that no liability shall attach to this Policy in respect of Section II losses arising out of the cover provided by this Extension unless an amount is shown under the Business Interruption Sub-Limit of Liability for Minor Works stated in the Schedule and then only for each loss up to that limit.

3. Utilities

Nothing herein is to be construed so as to limit or restrict the cover already provided elsewhere in this Policy.

This Extension extends cover for Damage to Property Insured occasioned by the disrupted supply of:

(a) communication services;
(b) electricity;
(c) any form of gas;
(d) natural gas;
(e) refrigeration;
(f) fuel;
(g) steam, water;

(h) any other form of power or sewerage reticulation;

including power lines, pipes and all ancillary or peripheral equipment or apparatus, resulting from Damage to property of others away from the Insured's premises anywhere in the world.

Damage to such property of others shall be deemed to be Damage to Property Insured at the Premises.

This Extension to Section I is subject to the Deductible stated in the Schedule, which does not inhibit the applicability of cover under Section II of this Policy

Property Exclusion 11 shall not apply to this Extension

4. Rent Payable

The insurance is extended to include rent and other expenses payable and insurable by the Insured in accordance with the terms of any lease agreement and the amount payable as indemnity hereunder shall be such sum as the Insured shall be legally liable to pay and the owner or lessor shall be legally entitled to receive for the unexpired term of the lease.

5. Floor Space Ratio Index (Plot Ratio)

Subject to the General Conditions of this Policy, the terms and Conditions of Section I and the Limit(s) or Sub Limit(s) of Liability applicable to this Section I, in the event of any building or other structure being Damaged and the cost of reinstatement is more than fifty per cent (50%) of the cost of reinstatement if the building or other structure had been totally destroyed and, as a result of the exercise of statutory powers and/or authority by any government departments, local government or any other statutory or competent authority, reinstatement is only permissible subject to a reduced floor space ratio index:
The Insurers agree to pay, in addition to any amount payable on reinstatement of such building or other structure, the difference between:-

(a) the actual cost of reinstatement incurred in accordance with the reduced floor space ratio index and

(b) the cost of reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under (a) and (b) above any payments made by the Insurers shall include the extra cost of reinstatement, including demolition or dismantling of the Property Insured, necessarily incurred to comply with the requirements of any regulation or any bye law of any municipal or other statutory or competent authority.

Any payment made for the difference between (a) and (b) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Insured in the reinstatement of the building or other structure.

6. Undamaged Property

(a) This Policy will indemnify loss incurred by the Insured in respect of undamaged property that is redesigned, relocated, removed replaced or reconstructed due to an Occurrence and whether or not reinstatement or replacement is carried out upon any other site or sites.

(b) Where any Property Insured hereunder is Damaged but the foundations or any part thereof are undamaged whether or not reinstatement of the Property Insured is carried out upon any other site or sites, then the undamaged foundations or any part thereof will be considered as being destroyed.

The term foundations includes all services such as but not limited to conduits, pipes, cables and wiring, which are built into or onto footings, foundations or concrete floors, whether at, above or below ground level.

(c) Where Property Insured other than machinery, plant or equipment is damaged but not destroyed, including property at the same Situation as the damaged property, and reinstatement or replacement is carried out upon another site or sites, to the extent such property cannot be commercially moved from the standpoint of the Insured, it will be treated by Insurers as destroyed.

(d) Where any machinery, plant or equipment is destroyed but ancillary and/or peripheral equipment and spare parts, utilised in conjunction therewith, are not destroyed but are nevertheless rendered superfluous or unusable upon replacement of the destroyed property, then such ancillary and/or peripheral equipment and spare parts will be considered as being destroyed.

Provided that if such ancillary and/or peripheral equipment and spare parts are saleable as salvage, then such property may be sold and the amount realised from the salvage sale shall be payable by the Insured to the Insurers.

7. Alteration and Repair / Workmen

Workmen are allowed in or around the Insured Premises to carry our alterations and repairs without notice to the Insurers, provided the nature of the Insured's business remains unchanged.

8. Third Party Property In the Care, Custody, and Control of Insured

At the option of the Insured, this Policy extends to cover goods belonging to the Insured's customers, suppliers, contractors or sub-contractors whilst at the Insured Premises.

9. Off Premises Clause (Outside Location Clause)

Property Insured under this Policy, removed to other premises is allowed and insured, provided that the Insurers shall not be liable for any amount exceeding the amount of the Sub Limit of Liability stated in the Schedule

10. Miscellaneous Unnamed Location

Coverage is extended to cover loss or damage to Property not otherwise excluded, at any Miscellaneous Unnamed location not specifically described in a Schedule of locations on file with the Company. Coverage is extended to cover loss or damage to Property including Stock/Inventory not otherwise excluded.

11. Existing Property Undergoing Internal Removal, Dismantling &/or Reinstallation

This Policy covers Damage to Property Insured during the process of internal removal (including associated dismantling and reinstallation) within the Premises.

Provided that the cover provided under this Extension shall not be regarded as property in transit within the meaning of this Policy and shall not apply to the contract works covered and defined under the Minor Works Extension.

12. Pairs & Sets

This Policy covers the reduction in value of Property Insured that is part of pairs, sets, components or lots (sold by size, colour, range or any other classification) which result from Damage to other parts of the pair, set, components or lot. Following Damage to one or more parts of the pair, set, components or lot, the Insured has the option of settlement on the basis of a total loss of the entire pair, set, components or lot. In the event the Insured takes this option the Insured undertakes to surrender the undamaged remaining article or articles of the pair, set, components or lot to the Insurers.

13. Constructive Total Loss

If any property insured hereunder, or any part thereof, is reasonably abandoned:

(a) on account of its actual total loss or destruction appearing to be unavoidable, or

(b) because it could not be preserved from actual total loss or destruction without the Insured incurring an expenditure which would exceed its repaired and/or recovered value, or

(c) due to compliance with the requirements of any Regulation, any By-Law or Ruling by any Competent Authority;

(d) because the cost necessary to repair or restore it exceeds the amount payable under the Basis of Settlement applicable to that property for total loss or destruction,

such property shall be regarded as lost or destroyed and the amount payable as indemnity shall be the cost of reinstatement as defined in sub-clause (a) of the Reinstatement and Replacement Extension.
The words 'actual total loss' means loss destruction or damage (and not just physical loss, destruction or damage).

14. Reinstatement or Repair of Damage by the Insured

In the event of any claim hereunder resulting in reinstatement or repair, the Insured may undertake the reinstatement or repair of the Damaged Property Insured and the Insurers shall pay the cost of such reinstatement or repair (including the value of labour and other overhead charges expended thereon together with a reasonable margin for profit.) The Insurers agree to indemnify the Insured for the profits within normal margin ratio periodically admitted by court provided always that reinstatement or repair of damage by the Insured is more efficient, faster and less expensive than those by independent contractors)

Provided always that the liability of the Insurers shall not exceed the amount which would otherwise have been payable had such reinstatement or repair been carried out by independent contractors to a standard acceptable to the Insured.

15. Immediate Repairs

In the event of Damage, the Insured if they so elect, may immediately begin repairs or reconstruction. Provided such work shall at all times be open to supervision by the Insurers and in case of dispute as to the cost of repair and/or reconstruction, the loss shall be settled in accordance with the terms of this Policy.

16. Vehicle Load

In the event of any of the Insured's vehicles being left loaded overnight whilst in and/or on the Premises the Insurers will indemnify the Insured in respect of such load in the event of Damage.

17. Destruction of Undamaged Property

In the event that it is or may become necessary to dismantle or demolish or damage or destroy any undamaged property in order to effect the reinstatement, replacement or repair of Property Insured which has been Damaged by any cause or Occurrence not excluded hereunder:-
The Insurers will indemnify the Insured for:

(a) the cost of dismantling, demolishing, damaging or destroying such sound property, together with the cost of removing, storing

and/or disposing of any debris arising therefrom, and

(b) the cost of reinstating or replacing or repairing such property, in accordance with the applicable Basis of Settlement Clause(s) of this Section I.

18. Deliberate Damage

Notwithstanding anything contained in this Policy to the contrary, this Policy extends to cover Damage to Property Insured or expenses incurred by the Insured resulting from any act, order or direction of any Government or Local or other Statutory or Competent Authority acting under the powers vested in them following Damage to Property Insured from a peril not excluded by this Policy. Provided such act of Governmental or Local or other Statutory or Competent Authority has not resulted from lack of due diligence by the Insured to prevent or mitigate such loss or Damage.

19. Smoke Damage

In addition to smoke damage to Property Insured as a result of a fire or other cause at the Premises, this Policy also includes Damage to Property Insured as a result of smoke from a fire or cause not otherwise excluded by this Policy and as a result of fire or cause not otherwise excluded by this Policy and not occurring at the Premises.

20. Repeat Tests & Trials

If as a result of a loss insured by this Policy it becomes necessary to repeat any test and/or trial or to carry out subsequent tests and/or trials, the Insurers will bear the cost of these tests and/or trials.

21. Neighbour's Recourse & Tenant's Liability

This Policy covers the Insured's liability but in no case shall the Insurers be liable under this clause for more than USD 3,000,000.-:

(a) As a tenant or occupant under the articles of any civil or commercial code toward the owner for direct physical damage of the type insured to real or personal property of the owner of the premises.

(b) Under articles of any civil or commercial code toward neighbors, co-tenants and other third parties for direct physical damage of the type insured to the real or personal property of neighbors, co-tenants and other third parties.

(c) As landlord under articles of any civil or commercial code for direct physical damage of the type insured to the personal property of tenants as a result of construction defects or lack of maintenance.

(d) As tenant or occupant under the articles of any civil or commercial code for total or partial loss of use by the owner of the premises resulting from direct physical damage of the type insured.

22. Evacuation Expenses

Subject to the Property Sub-Limit of Liability as stated in the Schedule for Evacuation Expenses, this Policy is extended to reimburse the Insured for costs and/or expenses they incur in the evacuation and return of persons (including, guests, visitors and the Insured's employees or those of the Insured's contractors or sub-contractors) and animals and/or property (including those of guests, visitors and the Insured's own property or that of the Insured's contractors or sub-contractors) to their normal place of domicile following Damage as insured by this Policy.

The cover provided is further extended to include costs and expenses incurred when the evacuation has taken place by the order of any local state or federal governmental, regulatory authority, public emergency service, or the like, as a result of an imminent threat of Damage to the Property Insured hereunder.

Costs and/or expenses shall include but not limited to all reasonable costs of transportation, costs of storage, keeping or lodging and/or maintaining evacuated persons and/or animals and/or property. Provided that no coverage is given by this Extension for loss of use of evacuated property and loss of earnings of evacuated persons.

23. Civil Authority

Property Insured is covered against risk of Damage arising from the actions of any civil authority during a conflagration or other catastrophe and for the purpose of retarding same, if such Damage arises from a peril not otherwise Excluded

24. Manufacturers Warranties

Where Property Insured is subject to any guarantee or warranty or the like provided by any manufacturer or supplier of such property and Damage occurs to that property which but for the guarantee or warranty would be covered by this Policy, Insurers will admit liability for the Damage provided that, the indemnity provided by such guarantee or warranty shall be deemed to reduce the loss payable under this Policy to the extent that:

(a) the warranty or guarantee payment shall first be deemed to pay the amount of any Deductible applicable to this Policy and any amount in excess thereof shall reduce the indemnity provided by this Policy;

(b) if loss or Damage as insured hereunder shall not be fully covered by such guarantee or warranty, the existence of such guarantee or warranty shall not serve to exclude coverage that would otherwise be payable hereunder.

(c) the repair, replacement, rectification or reinstatement of such property shall include everything necessary to preserve, without limitation, reduction or prejudice all benefit under such guarantee or warranty.

Further the existence of a warranty claim, even if for the full amount of the material damage loss that would but for the warranty be covered by this Policy shall not prejudice the validity of the Insured's claim under Section II (Business Interruption) of this Policy.

25. Stocks of Spare Parts

Notwithstanding anything contained in this Policy to the contrary where, if following the occurrence of any Damage to the Property Insured by any cause or Occurrence not excluded hereunder, the Insured utilises any item(s) from its inventory (undamaged) of spare parts to minimise their loss or disruption to the Business, the Insurers shall reimburse the Insured for the additional costs and expenses reasonably incurred for the purpose of expediting replacement of such inventory, including but not limited to; penalty rates payable to the manufacturer(s) thereof and payment for carriage by express passenger, fast goods or other rail or road transport, or carriage by air freight.

If the Insured uses an item from their inventory to make a temporary repair and that item is subsequently returned to inventory following permanent repair then the Policy will indemnify the Insured for the depreciation in value of the item as a result of its temporary use.

26. Reduction in Value of Undamaged Stock & Parts of Products

This Policy extends to include loss sustained by the Insured as a result of:

(a) depreciation of undamaged stock that cannot be processed or used promptly due to interruption of or interference with the Business in consequence of Damage to any Property Insured hereunder.

(b) reduction in value of insured components or parts of products due to Damage to other uninsured components or part of products.

The amount payable as indemnity shall be determined in accordance with the appropriate provisions of clauses (b) and (c) of the Basis of Settlement.

27. Reinstatement or Replacement Extension

The Insured may elect not to repair or replace the Insured real and/or personal property lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to the Insured's operations within two years from the date of loss. As a condition of collecting under this item, such expenditure must be unplanned as of the date of loss and be made at a location of the Insured. This item does not extend to demolition and increased cost of construction. In other cases, the Insurers will pay to the Insured the Indemnity Value of the property at the time of the happening of its destruction or damage.

28. Consequential Loss

(a) In the event of loss or damage not otherwise excluded to property of the type insured under this Policy Section, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to insured property under this Policy Section, this Policy will cover such resulting loss or damage.

(b) This Policy also insures against consequential loss or damage to the property insured caused by but not limited to change of temperature or humidity or by interruption of power, heat, air conditioning or refrigeration resulting from loss or damage not otherwise excluded at an insured location.

(c) This Policy insures the reduction in value to the remaining part or parts of any lot of merchandise usually sold by lots or sizes, color ranges, or other classifications when any part of such lot is lost, damaged or destroyed due to a peril insured against.

29. Power Failure

This Policy covers Material damage to goods in process due to power failure. Business Interruption loss consequent upon the damage to goods due to power failure is not covered under Section II except for business interruption loss by reason of power failure due to a cause occasioned Utilities exceeding time excess 1 Day.

* Power Means
(a) communication services;
(b) electricity;
(c) any form of gas;
(d) natural gas;
(e) refrigeration;
(f) fuel;
(g) steam, water;
(h) any other form of power or sewerage reticulation

30. Control of Damaged Property & Branded Goods

This Policy gives control of physically damaged property consisting of work in progress and finished goods to the Insured.
Any salvage of goods and/or merchandise and/or work in progress, whether branded or not, the Insured's own or held by the Insured in trust or on commission, and/or goods sold but not delivered, shall not be disposed of by sale without the consent of the Insured. In the event a salvage sale is conducted and the Insured deems that identifying brands or labels are to be removed prior to the sale, the cost of such removal will be at the expense of the Insurers.
The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss

under this Policy are fit for consumption.
No goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow the Insurer any salvage obtained by the Insured on any sale or other disposition of such goods If such salvage is not disposed of by sale then the value of the salvage shall be deemed to be the Market Value of the goods after brands, labels or names have been removed (where applicable). Alternatively the Insured can elect to have any salvaged goods, merchandise or work in progress destroyed under supervision and such goods, merchandise or work in progress will then be deemed to have no salvage value and to have been totally destroyed in circumstances covered by this Policy.

31. Machinery Breakdown

This Policy will indemnify the Insured in respect of loss, destruction or damage (herein after termed in this Extension Damage) to Machinery whether working or at rest or being dismantled or moved for whatever reason or being re-erected in another position within the Situation shown in the Schedule including during inland transit (including inland waterways), all to the extent not already insured within this Policy and caused by or happening through:

(a) faulty design, defects in casting and material, construction, erection or assembly;

(b) faulty operation, lack of skill, bad workmanship, negligence, faults and malicious acts on the part of employees, workers or technicians or any other party;

(c) fortuitous working events including but not limited to vibration, maladjustment, loosening of parts, molecular fatigue, centrifugal force, abnormal stresses, defective or accidental lack of lubrication, water hammer or local overheating (except in the case of boilers or similar plant when followed by explosion), failure or faults in protection devices, failure or faults in connected machines or the obstruction by or the entry of foreign bodies;

(d) overloading, over or under voltage, electric line contact, failure of insulation, arcing, leaking of electricity, short circuit, open circuit, or the effects of static electricity, atmospheric, inductive and other electric phenomena;

(e) any mechanical, electrical, electromechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of any kind;

except to the extent otherwise excluded in this Extension;

In respect of:

(1) Damage to Machinery forming part of the Property Insured

(2) loss resulting from interruption of or interference with the Business in consequence of such Damage as insured by Section II of this Policy.

Subsequent Damage to Property Insured, other than the machine suffering the direct damage shall not be regarded as loss by Machinery Breakdown.

For the purpose of this Extension:-

1. 'Machinery' means any apparatus or equipment, including electronic equipment, electronic control equipment, whether or not functioning independently or as part of a collection of apparatus which generates, contains, controls, transmits, receives, transforms or utilises any form or source of energy or power, as now existing or hereafter acquired, the Insured's own, held in trust or on commission or for which the Insured is or may become liable or has accepted responsibility including any foundations and masonry required for the siting of the plant, machinery and equipment.

2. The Insurers shall not be liable for damage (as insured by this Extension) to the following property:-

   (a) where such damage is due to cracks or fractures; any sewer piping, underground gas piping, piping forming part of any sprinkler system or water piping other than boiler feed water piping, boiler condensation return piping or water piping connecting to or used with an air conditioning system;

   (b) any vehicle or mobile equipment whilst being driven on a public thoroughfare (but damage to such vehicle or mobile equipment whilst being used at any situation as a tool of trade is not excluded);

   (c) any aircraft or floating vessel;

3. The Insurers shall not be liable for damage (as insured by this Extension) to Machinery in respect of:

   (a) (i) normal wear and tear and gradual deterioration (whether by wasting, grooving, rust, corrosion, erosion or otherwise) nor for the cost of maintenance work generally;
   (ii) gradually developing flaws, cracks or partial fractures;

   Provided that the Exclusions expressed in sub paragraphs 3(a)(i) and 3(a)(ii) above shall be limited to the part(s) of the Machinery immediately and directly so affected and shall not apply to any other part(s) of the Machinery which may suffer damage in consequence thereof.

   (b) repair or renewal of non-metallic parts (other than the insulation of electrical conductors), expendable tools, blades, edges, moulds, dies, templates, screens, sieves, ropes, belts and like items subject to rapid wear and tear unless repair or renewal thereof is necessitated by the occurrence of damage to any other part(s) of the Machinery;

   (c) Damage:

(i) arising from the imposition of abnormal conditions directly resulting from intentional (other than as a result of ignorance or negligence) overload in excess of existing design specifications (including accepted tolerances) of Machinery. It being understood that this Exclusion 3(c)(i) shall not exclude damage resulting from any testing of Machinery during it's bringing up from shutdown, provided that such operations are within normal industry practices or guidelines.

Provided that the checking of the correct working of Machinery or of its safety installations is not considered to be testing or experimenting in the context of this Exclusion 3(c)(i).

Provided further that this Exclusion 3(c)(i) shall not prejudice the rights of the Insured to recover under Section II of this Policy if liability would have been admitted by Insurers under this Extension but for the application of Exclusion 3(c)(i).

(ii) to the Machinery resulting from faults or defects therein known to the Insured or to responsible employees of the Insured but not disclosed to the Insurers at the commencement of each Period of Insurance;

(iii) caused by fire, the extinguishing of a fire, direct lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, collapsed of buildings, theft or any attempt thereat. Explosion shall not mean the bursting or disruption of turbines, compressors, engine cylinders, hydraulic cylinders, flywheels or other parts subject to centrifugal force, transformer switches or oil immersed switchgear.

(iv) caused by earthquake, seaquake, tidal wave, subsidence, landslide, rock fall, hurricane, typhoon, cyclone, volcanic eruption or other convulsion of nature, flood, inundation or escape of water from water-containing apparatus.

(v) before the property has successfully completed performance testing, running at 100 percent design capacity for an adequate length of time; or any loss or damage that is directly or indirectly related to an incident during the testing and commissioning period.

(d) loss of use of any machine or consequential loss of any nature whatsoever.

(e) (i) loss of damage to or loss of use of property directly or indirectly caused by seepage or pollution

(ii) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances

(f) Damage to the extent indemnifiable elsewhere in this Policy.

(d) Damage to the extent indemnifiable elsewhere in this Policy.

4. The Basis of Settlement under this Extension of the Policy shall be, at the option of the Insured, in accordance with Alternative Basis of Settlement A or Alternative Basis of Settlement B as set forth below:

PROPERTY DAMAGE INSURANCE

and/or all associated, affiliated, and subsidiary companies as may now exist or may hereafter be constituted as their respective rights and interests may appear, as original.

1. PERIOD OF INSURANCE

This policy attaches and covers for the period from to , beginning and ending at noon, standard time, at the location of the property involved.

2. LIMITS OF LIABILITY

The limit of liability at any one occurrence shall be equivalent to US$ per occurrence and subject always to sublimits of liability for any one occurrence applying to the coverage as set forth below and any lower Limit(s) of Liability specified and applicable elsewhere in Policy.

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A. USD	per occurrence and in the aggregate in respect of all natural perils and fire following.
B. NTD	per occurrence in respect of Boiler Explosion
C. NTD	per occurrence in respect of Debris Removal and Clean-up Cost.
D. NTD	per occurrence in respect of Demolition and Increased cost of Construction
E. NTD	per occurrence any one project in respect of Minor Works
F. NTD	per occurrence in respect in respect of Extra Expense
G. NTD	per occurrence in respect of Expediting Expenses.
H. NTD	per occurrence in respect of Loss Adjustment Expense
I. NTD	per occurrence in respect of Machinery Breakdown

Which in turn excess of main policy deductibles detailed herein.

3. PERILS INSURED AGAINST

This policy insures against all risk of sudden and unforeseen direct physical loss of or damage to property described herein, except as hereinafter excluded.

4. PERILS EXCLUDED

This policy does not insure:

A. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees meaning only dishonest or fraudulent acts committed by the Insured or the Insured's employees with the manifest intent to:
   (1) cause the Insured to sustain such loss; and
   (2) obtain financial benefit for the Insured, Insured's employee, or for any other person or organization intended by the Insured or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment;

B. against the cost of making good defective design or specifications, faulty material, or faulty workmanship unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage;

C. against errors in processing or manufacture of the Insured's product unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage;

D. against destruction of 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.
   Acceptance of property hereon is subject to satisfactory completion of the following procedures:
   (1) Mechanical completion including Testing
   (2) Testing & Commissioning
   (3) Performance Testing conforming to 100% Contract Design Criteria maintained by the entire plant in a stable and controlled manner for a continuous ongoing period of a minimum of 72 hours duration.
   (4) Official acceptance by the insured following formal hand over without reservation of 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 modification remain.
   It is further noted and agreed that the above provisions do not apply to normal routine maintenance activities, scheduled turnarounds, and Minor Works.

E. against corrosion, ordinary wear and tear, or gradual deterioration unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage;

F. against normal settling or shrinkage of walls, floors, or ceilings unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage;

G. against loss of market or business interruption loss;

H. any destruction or damage occasioned through or in consequence of, directly or indirectly by:
   (1) ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste.
   (2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

I. any destruction or damage occasioned through or in consequence of, directly or indirectly by war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, insurrection, rebellion, revolution, military or usurped power.
   In any action, suit or other proceeding, where the Insurer alleges that by reason of the provisions of this clause any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

J. against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Nevertheless if a peril not excluded from this policy arises directly or indirectly from seepage and/or pollution and/or contamination any loss or damage insured under this policy arising directly from that peril shall (subject to the terms, conditions and limitations of the policy) be covered.

K. against fermentation, evaporation, loss of weight or change in quality unless loss or damage from a peril not excluded herein ensues and then this policy shall cover for such ensuing loss or damage.

N. against loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any seepage and/or pollution and/or contamination, or arising from any other cause whatsoever.

O. against destruction of or damage to property in course of blow out, cratering, downhole and cost of control.

5. CURRENCY

Loss, if any, is to be paid in the same currency as the currency of the policy.

6. DEDUCTIBLE

All losses, damages, or expenses arising out of any one occurrence shall be adjusted as one loss and from the amount of such adjusted loss shall be deducted the sum of the deductible as specified for each location as follows in respect of all perils.

(5) If sum insured is greater than NT$, deductible of NT$ shall be applied.
(6) If sum insured is grater than NT$ but less than or equal to NT$, deductible of NT$ shall be applied.
(7) If sum insured is greater than NT$ but less than or equal to NT$, deductible of NT$ shall be applied.
(8) If sum insured is less than or equal to NT$, deductible of NT$ shall be applied.

Each and every occurrence in respect of all natural perils including fire following where a deductible of % of Loss Paid, minimum NT$ and maximum NT$ should be applied.

Whether the claim involves loss at one or more locations, the deductible amount shall apply against the total loss suffered by the Insured from any one occurrence.

7. LOSS PAYABLE

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

8. TERRITORY

This policy covers the Insured's property as described herein within Republic of China.

9. COVERAGE

Except as hereinafter excluded, this policy covers:

A. Real and Personal Property
   (1) The interest of the Insured in all real and personal property (including but not limited to improvements and betterments and stock) owned, used, or intended for use by the Insured, or hereafter constructed, erected, installed, or acquired.

In the event of loss or damage, this Insurer agrees to accept and consider the Insured as sole and unconditional owner of Improvements and betterments, notwithstanding any contract or lease to the contrary.

(2) The interest of the Insured in the real and personal property of others in the Insured's care, custody, or control and the Insured's liability imposed by law or assumed by contract, whether written or oral, for such property.

(3) Contractor's and vendors' interests in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral.

B. Extra Expense

(1) Extra expense incurred resulting from loss, damage, or destruction to property by any of the perils covered herein during the term of this policy.

(2) "extra expense" means the excess of the total cost during the period of restoration of the damaged property chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss or damage occurred. Any salvage value or property obtained for temporary use during the period of recovery, which remains after the resumption of normal operation, shall be taken into consideration in the adjustment of any loss hereunder.

C. Provision Applicable to Extra Expense

(1) Period of Recovery : The length of time for which loss may be claimed:

(a) Shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace such part of the property as had been destroyed or damaged;

(b) shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy.

(2) Special Exclusions: This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order; nor for any increase of loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the reoccupancy of the premises, nor for any loss of income, nor for any other consequential or remote loss.

(3) Expenses to Reduce Loss: This policy also covers such expenses as are necessarily incurred for the purpose of reducing any loss under this policy, but in no event shall the aggregate of such expenses exceed the amount by which the loss otherwise payable under this policy is thereby reduced.

D Valuable Papers and Records

Valuable papers or records means written, printed or otherwise inscribed documents and records, including computer disks or tapes, and including books, maps, films, drawings, abstracts, mortgages and manuscripts, but does not mean money, securities, notes, stamps, deeds, evidence of debts, letters of credit, passports and railroad or other tickets.

With respect to data or software of any kind, physical loss or damage shall include the accidental, intentional, malicious distortion, corruption, manipulation or erasure of data or software.

10. PROPERTY EXCLUDED

This policy does not cover loss or damage to :

A. Cash, money & securities, accounts receivable, bullion, coins, checks, stamps, precious stones, works of arts, antiques. The term "securities" wherever used in this policy shall mean all negotiable and nonnegotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens, and tickets but does not include money;

B. Property in course of construction or erection, or dismantling or undergoing testing or commissioning, except as otherwise covered under the Minor Works Clause, Section 22 of this policy and subject to Property and Plant Testing and Commissioning Clause, Section 4 D of this policy.

C. Land (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, earthen dikes.

D. Foundation, roads, pavements, driveways, runways, railway lines, canals, dams, reservoirs, piers, wharves, bridges, docks or tunnel.

E. Growing crops, standing timber, and animals except for research;

F. Catalysts and consumable materials while in process, production, or manufacture;

G Watercraft, aircraft, contractor equipment, and motor vehicles licensed for highway use when not on the Insured's premises, but excluding the Refueller and Servicer vehicles which located in each aviation fuel center.

H. Export shipments after loading on board an overseas vessel, watercraft, or aircraft, or after ocean marine insurance attaches, whichever occurs first; and import shipments prior to discharge from an overseas vessel, watercraft, or aircraft, or until ocean marine insurance terminates, whichever occurs last;

I. Property located offshore or beyond the shore line;

K. Crude oil, natural gas, or other materials in situs, prior to initial recovery above ground.

11. TRANSIT

This policy covers properties in transit（including but not limited to stock in transit within pipelines）and shipments within and between points and/or places within Taiwan, Republic of China, from the time the properties is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted at place of final destination.

In the event of losses, damages or expenses under this Section, deductible only of NT$ should be applied and should not be subject to Deductible Clause, Section 6 of this policy.

12. VALUATION

In case of loss, the basis of adjustment unless otherwise endorsed herein shall be as follows :

A. Valuable Papers and Records, Data or Software at the cost of blanks plus the cost of labor incurred to the insured for transcribing or copying such papers and records, or if not replaced or reproduced, the blank value of such property.

B. Electronic data processing equipment at the replacement cost new as of the date of replacement; or, if not replaced, at Actual Cash Value as of the date of loss. In the event of loss where repairs are not economically feasible, replacement by a similar item of equipment, having technological advances; but in no event exceed the replacement cost new as of the date of

replacement of the lost or damaged item it replaces.

C. Finished Stock and other merchandise for sale at the Insured's ultimate selling price at time and place of such loss less all discounts and unincurred expenses.

D. Raw stock, packaging materials and stock in process at the replacement cost value of raw materials and the cost of labor expended plus the proper portion of overhead charges, at the time and place of loss.

E. Buildings, structures and personal property of others for which the Insured is liable: The insurer shall not be liable for more than the amount for which the insured is liable but in no event for more than the actual cash value at the time and place of loss.

F. All other property shall be valued at Replacement Cost as of the date of replacement at the same or another site, or if not replaced, at Actual Cash Value as of the date of loss.

G. Machinery in Kaohsiung Refinery is valued at Actual Cash Value.

Replacement Cost means the cost to repair, rebuild or replace the damage or destroyed property with new property of like kind and quality without deduction for depreciation. Actual Cash Value means the Replacement Cost of the damaged or destroyed property less depreciation.

However, it is specifically noted and agreed that Average shall apply for excess losses in excess of NT$ (included) after applying deductibles.

13. SEVENTY-TWO (72) HOURS CLAUSE

A. Each loss by earthquake, volcanic action, flood, windstorm, hurricane, tidal wave or tsunami shall constitute a single loss hereunder.
If more than one earthquake shock or volcanic action or flood or windstorm or hurricane or tidal wave or tsunami occurs within any period of 72 hours during the term of this policy, the beginning of which 72-hour period may be determined by the Insureds, such events shall be deemed to be a single occurrence within the meaning of this policy.

B. Should any time period referred to in "A" above extend beyond the expiration date of this policy and commence prior to expiration, this Insurer shall pay all such earthquake, volcanic action, flood, windstorm, hurricane, tidal wave or tsunami losses occurring during such period as if such period fell entirely within the term of this policy.

C. This Insurer shall not be liable, however, for any loss caused by any earthquake shock, volcanic action, flood, windstorm, hurricane, tidal wave or tsunami occurring before the effective date and time or commencing after the expiration date and time of this policy.

14. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES

This policy pays for fire fighting expenses necessarily and reasonably incurred by the insured to prevent or minimize the extent of any insured destruction of or damage to insured property including the cost of materials expanded, but excluding salaries, wages, and similar disbursements to own personnel or personnel on contract or secondment to the insured and only to the extent that such expense are not recoverable from a public authority or any other party.

15. DEBRIS REMOVAL AND CLEAN-UP COST

The policy cover includes such costs as are necessarily, wholly and reasonably incurred by the Insured in respect of removal debris, dismantling, demolishing, shoring up or propping of any portion of the property destroyed or damaged as a result of a peril not excluded hereunder.

However, the cover given by this clause is extended only to cover the clean-cost of clean-up at the premises of the Insured, made necessary as a result of direct physical loss or damage by peril not excluded hereunder but not exceeding NT$

16. DEMOLITION AND INCREASED COST OF CONSTRUCTION

In the event of loss or damage under this policy that causes the enforcement of any law or ordinance regulating the construction, repair, or use of property, this Insurer shall be liable for, but subject to a maximum limit of NT$, :

A. the cost of demolishing the undamaged property including the cost 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. 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 or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Insurer shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced.

17. EXPEDITING EXPENSE

This policy covers the reasonably extra cost of temporary repair and of expediting the repair of damaged property insured hereunder, including overtime and express freight or other rapid means of transportation.

18. MACHINERY

In case of loss damage by a peril insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Insurer shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, to the cost and expense of replacing or duplicating the lost or damaged part or of parts or of repairing the machine or unit.

19. TEMPORARY REMOVAL

Subject to the following provisions, the property insured by this policy (other than stocks if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, or for normal or temporary operational work, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway and the storage period.

In the event of property damaged in transit, deductible of NT$ should be applied. In the event of loss occurred at temporary premises, the deductible under this extension should apply to the Deductible Clause, Section 6 provision and subject to the value of property at temporary premises where the damaged property located.

This extension does not apply to property if and so far as it is otherwise insured, nor property held by the Insured in trust, other than machinery and plant.

20. AUTOMATIC ACQUISITION CLAUSE

It is understood and agreed that whenever during the term of this insurance the insured acquires an insurable interest in property, including new constructions and additions and extensions to existing properties, intended to be covered hereunder, coverage shall

automatically commence at the time of an acquisition. In no event shall this increase the insurer's limit of liability except, as endorsed. In the event that any capital additions exceed 10% of the total sum insured per location on such property, notification must be given to insurer, but insurer agrees to hold covered for a 60 days period from the date of any such capital addition with full details to be provided to insurer within such 60 days period.

21. ARCHITECTS' SURVEYORS' LEGAL AND ENGINEERS' FEES

It is hereby agreed and declared that within the limits of the sums insured on Buildings, Plant and Machinery this Policy covers, Architects', Surveyors', Legal and Engineers' Fees necessarily incurred by the Insured in the reinstatement of the property insured following upon its loss destruction or damage by any contingency hereby insured against (but not fees for the preparation of a claims or estimate of loss) not exceeding the amounts authorized under the Scales of the various Institutions regulating such charges prevailing at the time of the loss, destruction or damage.

22. MINOR WORKS CLAUSE

In respect of works contracted to Third Parties or performed by the Named Insured, this Policy automatically includes minor alterations and/or construction and/or re-construction and/or addition and/or maintenance and/or modifications and/or work carried out on any of the facilities subject to a limit of NT$ any one project.

The deductible under this extension, including minor works themselves and damages to other properties at the same premises, should apply to NT$.

Notwithstanding other terms and conditions herein, this Section of the Policy shall only pay in excess of more specific insurance, if any, arranged in respect of minor works. The deductibles applicable to this Policy shall not apply where the amount payable under such other insurance exceeds the deductible herein but in no case shall any loss be payable below the deductible amount.

Notwithstanding the above this policy will not respond to any advanced loss of profits.

23. STOCK DECLARATION AND ADJUSTMENT

Where an item in respect of Stocks is indicated in the Schedule to be subject to declaration the following conditions shall apply:

A. The Annual Premiums in respect of the Item(s) are provisional, being 50% of the estimated premiums, and shall on the expiry of each period of insurance be adjusted as hereinafter provided. Premium designated in this policy is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period.

B. The value of the property on the last day of each calendar month shall be declared in writing by the Insured to the Insurers after the expiry date of insurance period. The actual premium of each location or unit for the said item shall be calculated by the Insurers at the appropriate rate on the average amount declared, i.e. the total of the sums declared divided by the number of declarations. If the average amount declared exceeds the sum insured in the schedule, the Insured shall be deemed to have the sum insured in the schedule as the declared value. On the expiry of each policy period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period, the earned premium shall be computed for such period and, upon notice thereof to Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the insurers shall return to the Named Insured the unearned portion paid by the Named Insured.

C. In the event of loss, the Insurers shall be liable for actual amounts which is showed in the insured's books. The amount recoverable shall not subject to the sum insured in the schedule. In consideration of the insurance not being reduced by the amount of any claim the Insured shall pay the appropriate extra premium on the amount of the claim from the date thereof to the date of the expiry of the period of insurance.

24. INCREASE/DECREASE CLAUSE

Because of possible fluctuations in value, a maximum automatic increase or decrease of 5% ( ) or 10% ( ) of the sums insured is covered on the sums insured for property without any need for prior notification by the Insured. Additional Premiums or Return Premiums shall be calculated pro-rata from the date of amendment and paid quarterly.

25. PAIR AND SET

Except as provided under Clause 18, Machinery, in the event of loss or damage by a peril insured against to any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

A. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles. But in no event shall such loss or damage be construed to mean total loss of the pair or set; or

B. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Insurer.

26. CONTRIBUTING INSURANCE

Contributing insurance is insurance written upon the same plan, terms, conditions. and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.

27. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

28. UNDERLYING INSURACE

A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the perils covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.

B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered "other insurance".

29. OTHER INSURANCE

Except for insurance described by the contributing insurance clause, by the excess insurance clause, or by the underlying insurance clause, this policy shall not cover to the extent of any other insurance, whether prior or subsequent hereto in date, and whether directly or indirectly covering the same property against the same perils. This Insurer shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other insurance.

30. SUBROGATION

A. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary and associated companies or corporations, or any other corporations or companies associated with the Insured through ownership or management, is waived and at the option of the Insured, against a tenant of the Insured.

B. In the event of any payment under this policy, this Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefor. The insured shall execute all papers required and shall do anything that may be necessary at the expense of the Insurer to secure such right.

C. In the event of any rights of recovery having been waived by the Insured under any Contract, Agreement, Lease or other undertaking entered into the ordinary course of business prior to this occurrence of any loss or damage, this insurance shall not be prejudiced thereby.

31. SALVAGE AND RECOVERIES

All salvages, recoveries, and payments, excluding proceeds from subrogation and underlying insurance recovered or received prior to a loss settlement under this policy shall reduce the loss accordingly. If recovered or received subsequent to a loss settlement under this policy, such net amounts recovered shall be divided between the interests concerned, i.e. the Insured and any other Insurer participating in the payment of any loss, in the proportion of their respective interests.

32. BRAND OR TRADEMARK

In case of damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at this Insurer's expense in the customary manner of all such brands or trademarks or other identifying characteristics. The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption, No goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Insurer any salvage obtained by the Insured on any sale or other disposition of such goods.

33. PROCESS PLANT CATALYST EXCLUSION CLAUSE

NOTWITHSTANDING anything contained herein to the contrary, it is a condition precedent to any liability under this policy that:
It is understood and agreed that this (re)insurance does not insure any loss, damage, cost, or expense involving Catalysts (or the use thereof) whilst in process, production or manufacture, nor any business interruption or consequential loss resulting therefrom, unless physical loss or damage to the property insured hereby by a peril otherwise insured against ensues, and then only for such ensuing physical loss or damage."

34. ERRORS OR OMISSIONS

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 home office insurance department.

35. Description of Property Insured Clause

Where any doubt as to the definition under which any property is included for the basis of settlement, the insurer agrees to accept the designation of such property as may have been included in the insured's books.

36. NOTICE OF LOSS

Within 15 working days after any loss or damage occurring under this policy is known to the Insured, the Insured shall report such loss or damage with full particulars of MSIG Mingtai Insurance Company Ltd., No. 1., Sec. 4, Renai Rd., Daan Dist., Taipei, Taiwan, Republic of China.

37. CLAIMS ADJUSTERS

In the event of loss, McLarens Young International or the other adjuster agreed by insured and insurer shall be appointed as claims adjusters.

38. PROOF OF LOSS

It shall be necessary for the Insured to render a signed and sworn proof of loss to the Insurer or its appointed representative stating: the place, time, and cause of the loss, damage, or expense; the interest of the Insured and of all others; the value of the property involved in the loss; and the amount of loss, damage, or expense.

39. PARTIAL PAYMENT OF LOSS

In the event of loss covered by this policy, it is understood and agreed that the Insurer shall allow a partial payment(s) of claim subject to the policy provisions and normal Insurer adjustment process.

40. PAYMENT OF LOSS

All adjusted claims shall be due and payable no later than thirty(30) days after presentation and acceptance of proofs of loss by this Insurer or its appointed representative.

41. LOSS ADJUSTMENT EXPENSES

This policy is extended to include expenses incurred by the Insured, or by the Insured's appointed representatives for preparing and certifying necessary details of a claim resulting from a loss which would be covered under this policy, subject to a sublimit of NT$ per occurrence.

42. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with this Insurer and, upon this Insurer's request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses, and in conducting suits.

43. SUE AND LABOR

In case of actual or imminent loss of damage by a peril insured against, except imminent loss or damage as respects an “accident”, it shall, without prejudice to this insurance, be lawful and necessary for the insured, their factors, servants, or assigns to sue, labor, and travel for, in, and about the defense, the safeguard and the recovery of the property or any part or the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of this Insurer in recovering saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. This Insurer shall contribute to the expenses so incurred, according to the rate and quantity of the sum herein insured.

44. REINSTATEMENT

Any loss hereunder shall not reduce the amount of this policy, except as respects those perils with an annual aggregate.

45. SUIT AGAINST THE INSURER

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy. The Insurer agrees that any action or proceeding against it for recovery of any loss under this policy shall not be barred if commenced within the time prescribed therefore in the statutes of Taiwan, Republic of China.

46. CANCELLATION

A. This policy may only be canceled at any time at the request of the Insured or it may be canceled by the Insurer by mailing to the Insured at the Notification Address shown in this policy, written notice stating when, not less than one hundred twenty (120) days thereafter, such cancellation shall be effective.
Cancellation may be effected by mailing to the Insured at:

B. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Insurer shall be equivalent to mailing.

C. Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

47. CONFLICT OF WORDING

The terms and conditions of this form and endorsements attached thereto shall supersede those of the policy to which it is attached wherever the same may conflict.

48. VALUES

The values declared to the Insurer at the inception of the policy are for premium purposes only and shall not limit the coverage provided by this policy.

49. WAIVERS OF SUBROGATION

It is hereby understood and agreed that the Right of Subrogation, against the under this Policy, shall be waived by the insurers as from inception.

Nothing contained herein shall be held to vary, alter, waive or change any of the Terms, Limits or Conditions of the Policy except as herein above set forth.

50. TITLES OF PARAGRAPHS

The titles of the paragraphs of this form and of endorsements and supplemental contracts, if any, now or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

51. POLICY AUTHORS

Regardless of who may have drafted or prepared this policy, or any portions thereof, the provisions contained herein shall be deemed to have been authored by this Insurer.

52. MACHINERY BREAKDOWN

The Insurers hereby agree with the Insured that if at any time during the period of this Policy, the items (or any part thereof) entered in the Schedule, whilst on the premises mentioned therein, suffer any unforeseen and sudden physical loss or damage from causes such as faulty design, defects in casting and material, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, short circuit, tearing apart on account of centrifugal force, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

53.PERSONAL PROPERTY OF THE INSURED’S OFFICIALS AND EMPLOYEES EFFECTS CLAUSE

It is understood and agreed that this insurance is extended to cover loss or damage to personal property of the Insured’s officials and employees while on the premises of the Insured.
Unless otherwise stated in this policy, the limit of liability is up to NT$ per person and NT$ in the aggregate during the period of this policy.
In the event of loss, no deductible should be applied.

54. SANCTION CLAUSE

It is understood and agreed that the Company 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.
(巨&外 162)	**SECTION I - PROPERTY DAMAGE** **THE INDEMNITY:** In the event of any direct physical loss, destruction or damage (hereinafter in Section 1 referred to as “Damage” with “Damaged” having a corresponding meaning) not otherwise excluded happening at the Situation to the Property Insured described in Section 1 the Insurer(s) will, subject to the provisions of this Policy including the limitation on the Insurer(s) liability, indemnify the Insured in accordance with the applicable Basis of Settlement. Subject to the liability of the Insurers not being increased beyond the Limits of Liability already stated herein, the Insurers will also indemnify the Insured for: (g) architects', surveyors', consulting engineers', legal and other fees and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon Damage to property hereby insured including such costs, fees and salary for preparing any claim hereunder. (h) any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority; where payment of such fee, contribution or impost is a Condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder; provided that the Insurer(s) shall not be liable for payment of any fines and/or penalties imposed upon the Insured by any such Authorities. (i) (i) costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the vicinity of property hereby insured or threatening to involve such property or for the purpose of preventing or diminishing imminent Damage to property hereby insured by any other peril insured against by this Policy, including Damage to gain access and the cost of replenishment of firefighting appliances and charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines. (ii) the cost of replacing any fire protective equipment with a different type of equipment, which has similar capabilities to the equipment being replaced, as a consequence of the discharge of any substance therefrom (such discharge being either accidental or malicious or for the purpose of extinguishing fire) and where replacement with such different type of equipment is required by law. (j) costs and expenses necessarily and reasonably incurred for the temporary protection and safety of property hereby insured pending repair or replacement consequent upon Damage recoverable hereunder. (k) costs of replacing locks and/or keys and/or combinations and/or electronic access cards where if as a result of burglary, theft or any attempt thereat the keys and/or combinations and/or electronic access cards are stolen or if there are reasonable grounds to believe the keys may have been duplicated also the cost of opening safes and/or strongrooms as a result of theft of keys and/or combinations. (l) costs and expenses necessarily and reasonably incurred in respect of: (i) the removal, storage and/or disposal of debris or the demolition, dismantling, shoring up, propping, underpinning or other temporary repairs consequent upon Damage to Property Insured by this Policy and occasioned by a peril or event not otherwise excluded; (ii) the Insured's legal liability for removal, storage and/or disposal of debris, notwithstanding Peril Excluded 3 from the Premises, roadways, services, railway or waterways of others, consequent upon Damage to the Property Insured by a peril hereby insured against, for such costs together with the cost of cleaning provided that such liability was not assumed by the Insured under an agreement entered into after the commencement of the Period of Insurance or any renewal thereof unless liability would have attached in the absence of such agreement. Provided that the insurance under this section does not extend to any liability that the Insured may incur as a consequence of pollution of any kind. (iii) the dismantling or the demolition and removal of any property belonging to the Insured which is no longer useful for the purpose it was intended, providing such dismantling, the demolition and removal is necessary for the purpose of the reinstatement or replacement of Property Insured under this section and is consequent upon Damage to the Property Insured by a peril hereby insured against. (n) Damage to clothing and tools of trade belonging to directors and employees of the Insured whilst on the Premises. (o) Damage to property belonging to third parties at the Premises Insured herein which are under the care custody and control of the Insured and for which the Insured is legally responsible. (p) If, at the time of Damage, there is other valid and collectible insurance which would attach had this Policy not be effected, this Policy shall apply only to the excess after all other insurance has been exhausted. (q) the Insured’s liability for customs, excise and other duties which the Insured may become liable to pay in the event of Damage to the Property Insured and/or the Insured’s liability to compensate others who may become liable for such customs, excise or other duties.

(r) costs and expenses incurred by the Insured in connection with Statutory Inquiries or other inquiries following Damage to Property Insured. The term 'Statutory Inquiries' shall mean any judicial, coronial or other form of inquiry or hearing established by or at the direction of any government, semi-government, local or planning authority or other competent authority as a direct result of Damage to Property Insured.

(s) costs and expenses incurred by the Insured in taking inventory (including unpacking, repacking and restocking) to identify, quantify and value any property damaged including examination of property not belonging to but in the care, custody or control of the Insured.

(t) costs of clearance of drains and expenses incurred in clearing and/or repairing drains, gutters, pipes, sewers, filters, pumping equipment and the like including exploratory costs related there to, at or in the vicinity of Property Insured, consequent upon Damage recoverable hereunder or to prevent imminent Damage or diminish Damage to Property Insured. Whether or not there has been Damage. Provided no cover is given for normal maintenance costs.

The Declared Values are for the purposes of premium calculation and premium adjustment. The Declared Values do not include any allowance for the costs and expenses under The Indemnity to Section 1.

PROPERTY INSURED

This Policy insures all real and personal property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the Occurrence of any Damage including all such property in which the Insured may acquire an insurable interest or for Damage to which the Insured becomes responsible or assumes responsibility to insure. It is understood and agreed that the term "personal property" shall include employees' personal effects, Money (which shall mean current coin, bank notes, currency notes, cheques, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines, travellers' cheques, securities and all other negotiable instruments) whilst contained in the Situation and whilst in transit to and from the Situation anywhere in Taiwan, including whilst contained in the night safe of any bank or financial institution where the Insured transacts business, and in the personal custody of the Insured and/or persons authorised by the Insured whilst contained in their private residences.

In respect of property constructed or erected by or on behalf of the Insured, and not automatically covered under this Policy, cover shall attach from the time of practical completion and/or certified hand-over of that new property from contractors, vendors or their agents.

The practical completion and certified hand-over of property is further defined as follows:

(a) Buildings
The hand-over or putting into service of a building shall occur once it has passed all the necessary check-ups by qualified engineers or respective local authorities.

(b) Facilities
The take over or taking into operation by the Insured or others on the Insured's behalf of the facilities shall occur upon the completion of all testing of the particular facility.

(c) Process Tools
The hand-over of machinery and plant shall occur from the time that it has been erected and/or installed, hook-up and tested.

The completion of testing is verified by the issuance of the Equipment Acceptance Test Record or at any prior time when the Insured shall declare and give notice that the risk has transferred to them.

BASIS OF SETTLEMENT

The basis of settlement of claims under this Policy shall be:

(m) On building, machinery, plant and all other property and contents (other than those specified below); the cost of Reinstatement, Replacement or repair in accordance with the provisions of the Reinstatement Value and the Public Authority.

Provided that if the Insured elects to claim the indemnity value of any Damaged property, the Insurers will pay to the Insured the value of such property at the time of the happening of the Damage or at its/their option reinstate, replace or repair such property or any part thereof.

(n) On raw materials, supplies and other merchandise not manufactured by the Insured; the replacement cost value at the time and the place of replacement or, if such property is not replaced, the value thereof at the time and place of the damage.

(o) On material in process of manufacture; the replacement cost value of the raw materials and the value of labour and other overhead charges actually expended thereon at the time and the place of the damage.

(p) On finished goods; the replacement cost value of the raw materials and the value of labour and other overhead charges expended thereon excluding any element of profit.

(q) On goods sold but not delivered for which the Insured is responsible and with regard to which, under the Conditions of sale, the sale contract is by reason of the Damage cancelled either wholly or to the extent of the damage; the contract price or that part of the contract price which shall have been lost to the Insured because of the partial cancellation.

(r) Property subject to contract, for which the Insured is responsible, the amount payable by the Insured under such contract to the other party to the contract, or if the property is replaced the replacement value at the time and place of the replacement,

whichever is the greater.

(s) On computer systems records, including software, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, Business books and other records of every description; the cost of reinstating, replacing, reproducing or restoring same, including information contained therein or thereon but excluding the value to the Insured of the said information and any cost or expense in connection with the collection and production of information therein, or, if such is not required, the replacement cost value of materials as blank stationery at time and place of the damage.

(t) On patterns, models, moulds, dies or casts; the cost of repair or replacement (if actually replaced) otherwise the value of the property to the Insured calculated at the time and place of the Damage, but not exceeding Reinstatement Value.

(u) On glass; the cost of repairing or replacing the broken glass including temporary shuttering and/or hiring of security service pending replacement of broken glass, sign-writing or ornamentation on glass, replacement burglar alarm tapes on glass, removing and re-fixing of window and show case frames and fittings and heat reflecting material or process on glass.

(v) On empty Premises awaiting demolition; the salvage value of the building materials and/or landlords fixtures and fittings.

(w) In the event of Damage affecting labels, containers or wrappers the Insurers shall not be liable for more than an amount sufficient to pay the cost of new labels, containers or wrappers, and the cost of reconditioning the goods, but in no case shall the Insurers be liable for more than the insured value of the Damaged merchandise.

(x) Notwithstanding the Undamaged Property Clause, if any building is Damaged and due to the exercise of statutory powers or delegated legislation or authority by any government department, local government or other statutory Authority, reinstatement of such building is carried out upon another site, then the abandoned undamaged portion of such building shall be deemed to have been destroyed; provided that if the presence of such abandoned undamaged portion of the building increases the sale value of the original site, the increase in sale value shall be regarded as salvage and the amount thereof shall be payable to the Insurers by the Insured upon completion of any sale of the site or shall be deducted from the total amount otherwise payable by the Insurers under this Policy, whichever shall occur later.

On Property Insured comprising a pair or set; the difference between the market or replacement value (whichever is greater) before the loss and the market or replacement value (whichever is greater) after the loss. Provided that when an article which is part of a set is Damaged, the measure of the Damage is to be a reasonable and fair proportion of the total value of the set.

MEMORANDA APPLICABLE TO SECTION I

'Notwithstanding anything contained in this Policy to the contrary this Policy is hereby modified under the following Memoranda.

Where the terms of any Memorandum attaching to this Policy are inconsistent with any other terms of the Policy or where the terms of any Memorandum are inconsistent with the terms of any other Memorandum, the terms most favourable to the Insured will prevail.

Where a Memorandum is subject to a special limit or other Special Provision, the limit or Special Provision will apply to that Memorandum but not to loss that would otherwise have been covered under the Policy without the Memorandum.'

1. BRANDED GOODS

Any salvage of branded goods and/or merchandise, the Insured's own or held by the Insured in trust or on commission, and/or goods sold but not delivered, shall not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the Damage will be assessed at a value to be agreed between the Insured and the Insurers after making provision for the removal of brands, labels or names by or on behalf of the Insured.

2. BURSTING OR LEAKING PIPES

This Policy extends to cover the cost of locating and repairing burst or leaking water tanks, apparatus or pipes where a claim has also been substantiated for Damage to the Property Insured arising therefrom including the cost of restoring the Premises.

3. CONSTRUCTIVE TOTAL LOSS

If the Property Insured, or any part thereof, is abandoned on account of its actual total loss or destruction appearing to be reasonably unavoidable, or because it could not be preserved from actual total loss or destruction without the Insured incurring an expenditure which would exceed its repaired and/or recovered value such property shall be regarded as lost or destroyed and the amount payable as indemnity shall be the cost of reinstatement as defined in sub-clause (a) of the Reinstatement Value Clause.

4. DESIGNATION

For the purposes of ascertaining the classification under which any property is insured, the Insurer(s) agree to accept the designation assigned to such property by the Insured in its records.

5. EXPEDITING EXPENSES

This Policy extends to include additional costs and expenses necessarily and reasonably incurred for the purpose of expediting reinstatement, replacement or repair of any Damaged Property Insured, including but not limited to penalty rates for wages during overtime, shift, night, Sunday or holiday working; the hire of additional labor, equipment or resources, payment for carriage by express passenger, fast goods or other rail or road transport, or carriage by air freight. Provided always that such expediting expenses shall not exceed the Sub-Limit of Liability as stated in the Schedule which would otherwise have been incurred in the reinstatement, replacement or repair of the Damaged property whichever is the greater.

6. FLOOR SPACE RATIO INDEX (PLOT RATIO)

Subject to the terms, Conditions and Limits or Sub-Limits of Liability of this Policy, in the event of any buildings being Damaged

and the cost of Reinstatement is established at more than 50% of the cost of Reinstatement of the entire buildings and, as a result of the exercise of Statutory powers and/or authority by any Government Departments, Local Government or any other Statutory Authorities, Reinstatement of such buildings as before is prohibited and Reinstatement is only permissible subject to a reduced floor space ratio index;

the Insurers agree to pay in addition to any amount payable on Reinstatement of such buildings the difference between:

(a) the actual cost of Reinstatement incurred in accordance with the reduced floor space ratio index and

(b) the cost of Reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under (a) and (b) above, any payments made by the Insurers shall include the extra cost of reinstatement, including demolition or dismantling of the Property Insured, necessarily incurred to comply with the requirements of any Statutory Regulation made thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority.

Any payment made for the difference between (a) and (b) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Insured in the Reinstatement of the buildings.

7. NEWLY ACQUIRED COMPANIES/SITUATIONS

This Policy extends to cover the property of companies/situations newly acquired by the Insured during the Period of Insurance, subject to the Sub-Limit of Liability as stated in the Schedule, provided that the Insured shall declare to the Insurers within 90 days after such acquisition.

8. OUTPUT REPLACEMENT OPTION

If Property Insured has a measurable output and is capable of replacement with a new item or items which perform a similar function then such property shall be valued for insurance purposes as follows, and values for the settlement of any Damage in respect thereof shall be on the same basis:

(c) If any Damaged Property Insured is to be replaced by an item or items which have the same or a lesser total output, then the insurable value thereof is the newly installed cost of such replacement item or items as would give the same total output as the Damaged property;

(d) If any Damaged Property Insured is to be replaced by an item or items which have a greater total output and the replacement cost value is no greater than the replacement value of the property Damaged, then no deduction shall be made from any claim due to the improved output;

(c) If any Damaged Property Insured is to be replaced by an item or items which have a greater total output and the replacement cost value is greater than the value insured of the Damaged property, then the insurable value thereof is that proportion of the newly installed cost of the replacement item or items as the output of the Damaged property bears to the output of the replacement item or items. The difference between the insurable value as defined and the new installed cost of the replacement item or items shall be borne by the Insured;

Provided that in any event where any Damaged property is to be repaired, the Insurers shall pay the cost of restoration of such Damaged property to a condition substantially the same as, but not better or more extensive than, its condition when new and provided further that the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay if such property had been wholly destroyed.

9. REINSTATEMENT VALUE (Not applicable to stock and merchandise)

In the event of Property Insured under this Policy being Damaged, the basis upon which the amount payable is to be calculated shall be the cost of Reinstatement of the property Damaged, at the time of its Reinstatement, subject to the following Provisions terms and Conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this Memorandum “Reinstatement” shall mean:

(c) Where property is destroyed, the re-building of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to, but not better or more extensive than, its condition when new.

(d) Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than, its condition when new.

Provisions

(7) The work of reinstatement (which may be carried out upon 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 and carried out with reasonable dispatch, otherwise no payment beyond the amount which would have been payable under the Policy, if this Memorandum had not been incorporated therein, shall be made.

(8) When any Property Insured under this Memorandum is Damaged 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 had been wholly destroyed.

(9) Where any Damaged property is replaced by smaller and/or cheaper property then the Insurers shall pay to the Insured, (in addition to the cost of such replacement property) the difference between the cost which would have been incurred if the Damaged property had been reinstated in accordance with clause (a) of the definition of Reinstatement and the cost

of the said smaller and/or cheaper replacement property. This Provision (3) shall override the limitations of the Output Replacement Option Clause to the extent that they may conflict.

(10) Where any Damaged property is replaced by dissimilar property (whether or not such property is to be used for a similar purpose to the Damaged property), the Insurers shall pay to the Insured the cost of such dissimilar property.

Provided that, where the cost of such dissimilar property is less than the cost which would have been incurred if the Damaged property had been reinstated in accordance with clause (a) of the definition of 'Reinstatement', the Insurers shall pay to the Insured the amount of the difference between the cost of such dissimilar property and the cost of reinstatement which would otherwise have been incurred.

(11) Where any Damaged property is replaced by property which is better or more extensive than its condition when new, the Insurers shall pay to the Insured the cost which would have been incurred if the Damaged property had been reinstated in accordance with the provisions of clause (a) of the definition of 'Reinstatement'. The Insured shall bear the balance of the cost of such better or more extensive property.

(12) The Insured shall not be bound to reinstate any Damaged building(s) (together with machinery, plant and all other contents, other than stock, therein) but may, at its option:

(c) purchase an alternative building(s) (including machinery, plant and all other contents, other than stock, therein) to replace the Damaged property; or

(d) accept cash settlement from the Insurers;

in either case up to, but not exceeding, the cost which would have been incurred if the Damaged property had been reinstated in accordance with the provisions of clause (a) of the definition of 'Reinstatement'.

(9) The work of Reinstatement may be effected as part of an expansion of the Insured's total production or other facilities, in which case the Insurers liability shall be limited to the cost that would have been incurred if the total production or other facilities of the Insured at the Situation of the Damage had been restored to the level in existence thereat at the time of the happening of the Damage.

(10) Where any Damaged property cannot be economically repaired, or due to technological change is incapable of being replaced with the same model or version in a viable format, at the option of the Insured, they may:

Replace the Damaged property with property with a greater total function, capability and/or output.

Provided the replacement property:

(b) represents the manufacturers or alternative manufacturers current equivalent or substitute product to the Damaged property;

(b) does not exceed in value the amount declared for insurance of the Damaged property (if applicable) or the Sum Insured/Limit of Liability stated in the Policy Schedule, whichever is the lesser.

Notwithstanding clause (b), should the Insured replace the Damaged property with property of greater monetary value than the amount as stated in clause (b), the Insured shall be regarded as their own insurer for any amount in excess of that stated amount.

10. PUBLIC AUTHORITIES

This Policy extends to include the extra cost of Reinstatement (including demolition, dismantling, decommissioning, recommissioning and maintenance) of Damaged property necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority; subject to the following Provisions and subject also to the terms, Conditions of this Policy.

The Policy extends to include the additional extra cost of Reinstatement (including demolition, dismantling, decommissioning, recommissioning and maintenance) of Property Insured following Damage and incurred by the Insured and not otherwise recoverable under the terms and Conditions of this Policy.

Provisions

(1) The work of reinstatement (which may be carried out wholly or partially upon any other site(s), if the requirements of the aforesaid Act, Regulation or By-Law so necessitate, subject to the liability of the Insurers not being thereby increased), must be commenced and carried out with reasonable dispatch, failing which the Insurers shall not be liable to make any payment beyond the amount which would have been payable under this Policy if this Memorandum had not been incorporated herein.

(2) The amount recoverable shall not include the additional cost incurred in complying with any such Act, Regulation, By-Law or requirement with which the Insured had been required to comply prior to the happening of the Damage.

11. UNDAMAGED ANCILLARY AND/OR PERIPHERAL EQUIPMENT

Where any machinery, plant or equipment is Damaged but ancillary and/or peripheral equipment, utilised in conjunction therewith, is not Damaged but is nevertheless rendered superfluous upon replacement of the Damaged property, then such ancillary and/or peripheral equipment will be considered as being Damaged.

Provided that if such ancillary and/or peripheral equipment is saleable as salvage, then such property shall be sold and the amount realised from the salvage sale shall be payable by the Insured to the Insurers.

12. UNDAMAGED PROPERTY

Where any Property Insured hereunder is Damaged and reinstatement of such Property Insured has to be carried out upon any other site or sites, then the abandoned undamaged portion(s) of such Property Insured will be considered as being Damaged.

Provided that if the presence of such abandoned undamaged portion(s) of the Property Insured increases the sale value of the original building site, then such increase in sale value shall be regarded as salvage and the amount thereof shall be payable to the Insurers by the Insured upon the completion of the sale of the site or shall be deducted from the final amount of any moneys payable by the Insurers, whichever shall occur later.

All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers, one to be appointed by each of the parties to this Policy. In the event that the two registered valuers do not agree, such differences shall be referred to the decision of a third valuer, appointed by the Institute of Valuers or such other organisation as agreed between the parties, whose determination shall be final and binding upon the parties.

13. REINSTATEMENT OF DAMAGE BY THE INSURED

In the event of any claim hereunder the Insured may, reinstate Damaged Property Insured and the Insurers shall pay the cost of such reinstatement (including the value of labour and other overhead charges expended thereon together with a margin for profit which would otherwise have been earned by the Insured); provided always that the liability of the Insurers shall not exceed the amount which would otherwise have been payable hereunder had such reinstatement been carried out by contractors other than the Insured, but to the same quality of workmanship that the Insured usually provides.

14. DELAYED UNPACKING OF MATERIALS, SUPPLIES OR MERCHANDISE

Where consignments and/or packages of raw materials, supplies and/or merchandise are not opened for inspection on arrival at the Insured's store and/or Premises any concealed Damage, whether from the transit or otherwise, and resulting from any peril not excluded by this Policy, discovered when the consignments and/or packages are unpacked shall be deemed as Damage recoverable under this Policy and the amount recoverable as indemnity shall be determined in accordance with the provisions of clause (b) of the Basis of Settlement.

Provided that:

(c) the Damage shall be discovered not later than six (6) months after receipt of the consignments /packages by the Insured,

(d) consignments and/or packages bearing visible signs of damage at the time of their arrival shall be inspected as soon as practicable, appropriate claim(s) shall be made against the carriers and the Insured shall forward copies of such claim(s) and any replies received from carriers to the Insurers as soon as practicable.

If, at the time of Damage, there is other valid and collectable insurance which would attach had this insurance not be effected, this insurance shall apply only to the excess after all other insurance have been exhausted.

15. DEPRECIATION OF UNDAMAGED STOCK

This Policy extends to include loss sustained by the Insured as a result of depreciation of undamaged stock which cannot be processed promptly due to interruption of or interference with the Business in consequence of Damage to any Property Insured hereunder and the amount payable as indemnity shall be determined in accordance with the appropriate provisions of clauses (b) and (c) of the Basis of Settlement.

CONDITIONS APPLICABLE TO SECTION I

1. REINSTATEMENT BY INSURERS

If the Insurers elect or become bound to reinstate or replace the property Damaged, or any part thereof, the Insurers shall not be bound to reinstate exactly or completely, but only as circumstances permit. and in reasonably sufficient manner, and in no case shall the Insurers be bound to expend more than the applicable Limit of Liability.

The Insured shall furnish the Leading Insurer such plans, specifications, measurements, quantities, and such other particulars as the Insurers may require.

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

2. MARINE & TRANSIT RISKS

This Policy does not cover any Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies covering marine or transit risks, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Policy not been effected.

SECTION II - BUSINESS INTERRUPTION

THE INDEMNITY

In the event of any building or any other property or any part thereof used by the Insured at the Premises for the purpose of the Business being lost, destroyed or damaged by any cause or event not hereinafter excluded (loss, destruction or damage so caused being hereinafter termed 'Damage') and the Business carried on by the Insured being in consequence thereof interrupted or interfered with, the Insurers will, subject to the provisions of this Policy including the limitation on the Insurers liability, pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the applicable Basis of Settlement.

Loss arising from an interruption of or interference with the Business in consequence of Damage to any property belonging to the Insured or for Damage to which the insured is responsible, while such property is at any storage Premises or Situation or where the Insured has work or process carried out by others, shall be deemed to be loss arising from Damage to property used by the Insured at the Premises

for the purpose of the Business.

Provided that the Insurers will not be liable for any loss under this Section unless the Insured's property Damaged is insured against such Damage (loss arising out of Damage occasioned by or arising out of explosion, implosion, rupture, collapse, bursting, cracking or overheating of any boiler, economiser or other pressure vessel, including pipes, valves and other apparatus thereof excepted) and the insurer or insurers by which such property is insured shall have paid for, or admitted liability in respect of, such Damage unless no payment shall have been made or liability admitted solely owing to the operation of a provision in such insurance excluding liability for loss below a specific amount or solely due to property damaged not being insured by Section I of this Policy.

BASIS OF SETTLEMENT

Item No. 1 GROSS PROFIT:

The insurance on Gross Profit is limited to loss due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(b) IN RESPECT OF REDUCTION IN TURNOVER:

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.

(b) IN RESPECT OF INCREASE IN COST OF WORKING:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover, which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

less any sum saved during the Indemnity Period in respect of such of the Charges and Expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Item No. 2 AUDITORS' FEES

The insurance on Auditors' Fees is limited to the reasonable fees payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other Business books or documents or such other proofs, information or evidence as may be required by the Insurers under the terms of General Condition 7 of this Policy.

Item No. 3 PROFESSIONAL FEES AND CLAIMS PREPARATION COSTS

The insurance under this Item is to cover such reasonable professional fees payable by the Insured to their financial advisors (including but not limited to fees of accountants, loss adjusters, insurance brokers and valuers appointed by the Insured) and such other reasonable expenses necessarily incurred by the Insured and not otherwise recoverable, for preparation of claims and (notwithstanding Condition 7) proving the loss(es) under the Insured's material damage and consequential loss insurance policies and the Insurers shall indemnify the Insured for such reasonable fees and expenses, salaries, wages and overheads of the Insured's employees which shall be deemed to be part of such other recoverable expenses

Item No. 4 ADDITIONAL INCREASED COST OF WORKING

The insurance under this Item is limited to cover the additional expenditure (not otherwise recoverable hereunder) necessarily and reasonably incurred, during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing reduction in Turnover and/or other operating income and/or resuming and/or maintaining normal business operations and/or services and/or minimizing the period of interruption of or interference with the Business.

The Insurers shall indemnify the Insured under this Item up to but not exceeding the Sub-Limit of Liability as stated in the Schedule.

Item No. 5 ADMINISTRATIVE AND RESEARCH & DEVELOPMENT

The insurance under this Item is limited to the loss sustained by the Insured in consequence of the Damage in respect of Administration and Research Establishment Expenditure and the amount payable as indemnity hereunder shall be:

(c) For each working week in the Indemnity Period during which the activities of the administration function of the business and/or the research establishment are, in consequence of the Damage:

(ii) totally interrupted or totally given over to the reworking of projects affected by the Damage, the Insured Amount per week;

(ii) partially interrupted or partially given over to the reworking of projects affected by the Damage, an equitable proportion of the Insured Amount per Week based upon the time rendered ineffective by reason of the Damage;

(d) less any sum saved during the Indemnity Period in respect of such of the Research Establishment Expenditure as may cease or be reduced in consequence of the Damage.

Adjustments shall be made to both the Insured Amount per Week and the Administration and Research Establishment Expenditure as may be necessary to provide for trends, variations and other circumstances so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

Item No. 6 SEVERANCE PAY

Subject to the Limit of Liability, indemnity for such amount(s) as the Insured is or may become liable to pay under any industrial awards or determinations, decisions or agreements for severance pay and/or additional pay in lieu of notice to those employees

whose services are terminated as a result of the Damage.

Item No. 7 CONTRACTUAL FINES AND/OR PENALTIES

Subject to the Sub Limit of Liability as stated in the Schedule for Contractual Fines & Penalties, the insurance under this clause is to indemnify the Insured in respect of fines and/or damages for breach of contract and the amount payable as indemnity thereunder shall be such sum(s) as the Insured shall be legally liable to pay or shall pay in discharge of fines and/or damages incurred in consequence of Damage for non-completion and/or late completion of orders and/or non-performance and/or late performance of services and/or the inability to meet contract specifications or resultant cancellation of orders.

Item No. 8 . ACCOUNTS RECEIVABLE

The insurance under this item is limited to the loss sustained by the Insured in respect of all outstanding debit balances if the Insured is unable to effect collection thereof as a direct result of Damage to records of accounts receivable. The Insurer(s) will also pay:

(i) interest charges at ruling bank rates on any loan to offset impaired collections pending repayment of such amounts rendered uncollectible in consequence of the Damage;

(ii) interest lost by the Insured in consequence of such impaired collections;

(iii) additional expenditure necessarily and reasonably incurred in tracing and establishing the amounts of accounts receivable;

(iv) collection expenses in excess of normal collection costs, incurred in consequence of the Damage.

Where there is proof that a loss covered by the Policy has occurred, but the Insured can not accurately establish the total amount of accounts receivable outstanding at the date of Damage, such amount shall be computed as follows:

(e) Determine the total amount of accounts receivable outstanding on the last working day of the fiscal month which ended twelve months before the beginning of the month in which the Damage occurs;
(f) Calculate the average increase or decrease in the monthly total amounts of accounts receivable outstanding on the last working day of each of the twelve months immediately preceding the month in which Damage occurs;
(g) The amount determined under paragraph (a) above, increased or decreased by the percentage calculated in accordance with paragraph (b) above shall be deemed to be the total amount of accounts receivable outstanding at the time and ate of the Damage;
(h) The amount determined under paragraph (c) above shall be adjusted as may be necessary to provide for any demonstrable variance from the amount so determined accordance occurring before but during the month in which the Damage occurs; due consideration also being given to normal monthly trends in receipts.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damage, or otherwise established or collected by the Insured, and an equitable amount to provide for doubtful debts.

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ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby

(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:

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

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

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment
(6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

unless

(i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:

(a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
(b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
   (b) fixed glass
   (c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
   (d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
   (b) property in transit other than within the premises specified in the Schedule
   (c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
   (d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
   (e) livestock growing crops or trees
   (f) property damaged as a result of its undergoing any process
   (g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
   (h) property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
   (i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.

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

GENERAL CONDITIONS

14. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

15. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

16. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

17. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

18. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

19. CONTRIBUTION

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

20. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

21. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

22. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.
(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(6) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

23. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.
The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

24. REPAIR AND REPLACEMENT

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

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

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

25. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

26. REASONABLE PRECAUTIONS

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

YEAR 2000 EXCLUSION CLAUSE

This policy does not provide insurance in respect of LOSS DESTRUCTION or DAMAGE or CONSEQUENTIAL LOSS directly or indirectly caused by or consisting of 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.

4. correctly to recognize any date as its true calendar date
5. 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 or otherwise than as its true calendar date
6. to capture, save, 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, retain or correctly to process such data on or after any date

but this shall not excluded subsequent LOSS DESTRUCTION or DAMAGE or CONSEQUENTILA LOSS not otherwise excluded, which itself results from any cause not specifically excluded from the policy.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excluded 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;

(3) 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

(4) 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 organization(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, 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 underwriters allege that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this Policy, the burden of proving the contrary shall be upon the Assured. **CYBER EXCLUSION CLAUSE** Property Damage covered under this Agreement shall mean physical damage to the substance of property. Physical damage to the substance of property shall not included 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 the Agreement: e. 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 damage to the substance of property shall be covered. f. 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. **REPLACEMENT COST CLAUSE** Loss, if any, shall be adjusted as following; A. The provisions of this policy applicable to the property described as covered on a replacement cost" (without deduction for depreciation) for the term "Actual Cash Value" wherever it appears in this policy. B. This policy does not cover the following property on a replacement cost basis: 1) Stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith; 2) Property of others; 3) Books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, cell, and other magnetic recording or storage media); 4) Painting, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art rarity of antiquity. C. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amount: 1) The amount of this Policy applicable to the damaged or destroyed property; 2) The replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or 3) The amount actually and necessarily expended in repairing or replacing said property or any part thereof.
(巨&外 171)	明台產物商業火災綜合保險(○○股份有限公司) 0004M97075
(巨&外 180)	**ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY** The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed (1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby (2) any limit of liability shown in the schedule or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer EXCLUSIONS **A. EXCLUDED CAUSES** This policy does not cover 1. Damage to the property insured caused by: (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear (8) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment
(6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused unless

(i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:
(a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
(b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:
1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass

(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the schedule.

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.
(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy
or
(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and

things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

12. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.
(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(7) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (BUSINESS INTERRUPTION) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be accidentally lost destroyed or damaged (such accidental loss destruction or damage being hereinafter termed damage) other than by an excluded cause at any time during the period of insurance stated in the schedule or of any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with

Then the Insurer will pay to the Insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that:

(a) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that

(1) payment shall have been made or liability admitted therefore or

(2) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

(b) the liability of the Insurer in any one period of insurance shall in no case exceed –

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby

(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUDED CLAUSES

This policy does not cover loss resulting from

1. Damage caused by:

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

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

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

(b) (1) collapse or cracking of buildings

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

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

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

(2) acts of fraud or dishonesty

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

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

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

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

disused

unless

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

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

(d) (1) coastal or river erosion

(2) subsidence ground heave or landslip

(3) normal settlement or bedding down of new structures

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

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

2. Damage to:

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

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

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

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

(b) due to the presence of a magnetic flux

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

4. Damage to:

(a) fixed glass

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

(c) electronic installations computers and data processing equipment

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

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

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

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

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

5. Damage to:

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

(b) livestock growing crops or trees

6. Damage caused by or arising from

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

(b) cessation of work

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

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

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

(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

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

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

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

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

In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

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

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

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

DEDUCTIBLES
This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.

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

CONDITIONS

1. IDENTIFICATION
This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION
If there be any material misdescription of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy.

3. CANCELLATION
This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to pay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation

4. FORFEITURE
All benefit under this Policy shall be forfeited
(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy
Or
(b) if any claim be made and rejected and an action or suit is not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION
Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

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

7. ARBITRATION
If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the references and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority of powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon the Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATION
The Insurance by this Policy shall cease if
(a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or
(b) the Insured's interest cease otherwise than by death, or

(c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased

at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. CLAIMS

On the happening of any damage in consequence of which a claim is or may be under this Policy, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claims under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

13. TIME LIMIT

In no case whatever shall the Insurer be liable in respect of any claim under this Policy after the expiration of

(a) one year from the end of the Indemnity Period or, if later

(b) three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

14. REASONABLE PRECAUTIONS

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

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ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

This Policy should be read carefully and its terms noted.

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby

(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer**EXCLUSIONS**

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:

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

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

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

(b) (1) collapse or cracking of buildings
(2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

(c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
(2) acts of fraud or dishonesty
(3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
(4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
(5) mechanical or electrical breakdown or derangement of machinery or equipment
(6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

unless

(i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
(ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

(d) (1) coastal or river erosion
(2) subsidence ground heave or landslip
(3) normal settlement or bedding down of new structures
(4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
(5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:

(a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
(b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

(d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building

by any person

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material

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

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

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below

(b) fixed glass

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

(d) electronic installations computers and data processing equipment

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

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

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

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

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

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

(e) livestock growing crops or trees

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

(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations

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

(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.

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

GENERAL CONDITIONS

27. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

28. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

29. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

30. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

31. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

32. CONTRIBUTION

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

33. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

34. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

35. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
(1) take steps to minimize the loss or damage and recover any missing property.
(2) give notice in writing to the Insurer and
(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage

(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
(8) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

36. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.
The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

37. REPAIR AND REPLACEMENT

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

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

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

38. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

39. REASONABLE PRECAUTIONS

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

40. CONTRIBUTION CLAUSE

If the property hereby, insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly every item, if more than one of the Policy shall be separately subject to this condition.

REPLACEMENT COST CLAUSE

It is agreed and understood that the provisions and stipulations of this Policy applicable to the coverage hereunder insured are amended to substitute the term “REPLACEMENT COST” for the term “ACTUAL CASH VALUE” wherever it appears in this Policy. Thereby eliminating any deduction for depreciation, subject in all other respects to the provisions and stipulations of this Endorsement and of the Policy of which this Endorsement is made a part.

1. This Policy does not cover the following property on replacement cost basis:

(a) Stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;

(b) Property of others;

(c) Books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, cell, and other magnetic recording or storage media);

(d) Painting, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art rarity of antiquity.

2. The Company shall not be liable under this Endorsement for any loss unless and until the damage or destroyed property is actually repaired or replaced by the insured with due diligence and dispatch.

1. The Company shall not be liable under this Endorsement for any loss occasioned directly or indirectly by endorsement of any local or state ordinance or law regulating the construction. repair or demolition of building or structures.

2. The Company's liability for loss under this Policy including this Endorsement shall not exceed the smallest of the following amounts:

(a) The amount of this Policy applicable to the damaged or destroyed property;

(b) The replacement cost of the property to which this Endorsement applies or any part thereof, identical with such property on the same premises and intended for the same occupancy and use;

(c) The amount actually and necessarily expended in repairing or replacing the damaged or destroyed property or any part thereof.

70% CO-INSURANCE CLAUSE

Whenever a sum insured is declared to be subject to the special condition of average, then if such sum insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against , be less than % of the value of the property insured for that amount the insured shall be considered as being his own insurer for the difference between the sum insured and the full value of the property insured at the time of such fire or at the commencement of such destruction or damage and shall bear a ratable share of the loss accordingly.

FIRST LOSS INSURANCE CLAUSE - BURGLARY ONLY

It is hereby declared and agreed that the property covered against perils Insured under this Policy is based on First Loss Insurance. During Policy period, Loss, If any, due to burglary, will be indemnified on an actual loss basis and article 14, "Contribution clause" in the general conditions under this Policy does not apply. However, loss accumulated during the policy period shall not exceed the Total Sum Insured.

AUTOMATIC CAPITAL ADDITIONS CLAUSE

It is hereby declared and agreed that the insurance under this Policy shall extend to include Alterations and Additions to the property insured to an amount not exceeding % of Sum Insured, max. NTD except Stock. The insured agrees to supply the Company within a reasonable time after each quarterly period a statement showing the actual value of the property insured under this Policy at the expiration of this Policy. The premium shall be adjusted on the basis of the average values at risk as determined from the said statements. If the earned premium so determined be greater than the deposit premium, the Insured shall pay the difference.

AUTOMATIC REINSTATEMENT CLAUSE

In consideration of the Insurance not being reduced by the amount of any loss the Insured shall pay any the appropriate extra premium on the amount of the loss from the commencement date of reinstatement to the date of reinstatement to the date of the expiry of the period of insurance.

PROFESSIONAL FEES CLAUSE

The Sum Insured under this Policy is understood to include architects, surveyors, legal or engineers fees not exceeding % of loss, max NTD that necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by any peril hereby insured against, it being understood that the amount payable for such fees shall not exceed those authorized by the scale of the various institutes, regulating such charges prevailing at the time of destruction or damage. This extension does not include fees for preparing any claim thereunder and is not to supersede or anyway modify any requirements or obligations, imposed on the insured by the condition of this Policy.

DEBRIS REMOVAL CLAUSE

This Policy also insures against expenses incurred in the removal of debris of the property covered thereunder, which may be occasioned by loss caused by any of the perils insured against in this Policy. The total liability under this Policy for both losses to property and debris removal expense shall not exceed the amount of insurance applied under this Policy to the property covered. This Company shall not be liable for a greater proportion of such debris removal expense than the amount of insurance under this Policy bears to the whole amount of insurance covering the property against the peril causing the loss, whether or not such other insurance covers such expense. This Company shall not be liable for debris removal expense occasioned directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair or demolition of building(s) or structures(s), unless such liability is otherwise specifically assumed by endorsement hereon, If this Policy covers on two or more items, the provisions of this clause shall apply to each item separately. Debris Removal expense shall not be considered in the determination of replacement cost or actual cash value in the application of any clause forming a part of this Policy. Limit of expense incurred in the removal of debris: % of loss, max NTD

OFF PREMISES CLAUSE (OUTSIDE LOCATION CLAUSE)

Notwithstanding anything contained herein to the contrary, it is agreed that regarding stock and/or property insured under this Policy, removal to other enclosed premises is allowed, provide that the company shall not be liable for an amount exceeding of 5% the sum insured, max. NTD10,000,000.-
This extension does not apply to stock:
(a) removed to customers premises;
(b) whilst in transit;
(c) removed to anywhere for exhibition.

PAYMENTS ON ACCOUNT CLAUSE

It is hereby agreed and declared that progress payments on account of any loss recoverable under this Policy will be made the insured at such stages as may be mutually agreed upon if desired provided that such payments are declared from the finally agreed claim settlement figures.

OUTBUILDING CLAUSE

The Insurance on building is understood to include walls, small outside buildings, extensions, annexes, exterior staircase, fuel installations, steel or iron framework.

PREMISES CLAUSE

This Policy is extended to cover property described herein whilst in or on platform, alleys, yards, outbuildings and/or in the open air on the premises described herein.

INTERNAL REMOVAL CLAUSE

It is understood and agreed that in the event of removal of property from one building to another at any of the Situation(s) stated in the Schedule being inadvertently not advised to the Company the insurance on such property shall follow removal, the necessary adjustments in sums insured and premium being made as from the date of removal as soon as the oversight is discovered.

ALTERNATIONS AND REPAIRS CLAUSE

The insurance by this policy will not be prejudiced by the carrying out of any structural alternations, additions and/or repair to buildings or contents and the insurance by this policy is extended in respect thereof subject to additional premium for such extension.

WAIVER OF SOBROGATION RIGHTS CLAUSE
It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed herein, the company waives its right of subrogation against any assured and any person, firm or corporation having an association of subject to having been insured under this Policy.

VEHICLE LOAD CLAUSE

In the event of the Insured's vehicles being left loaded overnight whilst in and/on the premises described in the Schedule hereto the Company will indemnity the Insured in respect of such load in the event of loss or damage by any of the perils insured against this Policy. Subject otherwise to the terms, conditions and exceptions of this Policy.

CLAIMS PREPARATION COSTS CLAUSE

The Insurers will pay the exceptional costs not otherwise covered herein necessarily and reasonably incurred by the Insured with the Insurers prior consent to prepare and verify the amount of a claim admitted under the policy in accordance with the Claims Conditions of this policy.

These shall not include the costs of negotiation of the Claim with the Insurer or its representatives.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the policy shall in no case exceed the sums insured or liability stated in the Schedule.

The limit of liability hereunder is NTD per occurrence.

DEMOLITION AND INCREASED COST OF CONSTRUCTION CLAUSE

If at the time of any direct physical loss, destruction or damage insured against under this Section of the Policy there is in force any law or ordinance regulating the construction, repair, replacement or use of property, then this Section of this Policy shall cover as a result of enforcement of such law or ordinance as a direct result of such physical loss, destruction or damage:

(a) the additional loss sustained in demolishing any undamaged portion of the property;
(b) the cost incurred in actually rebuilding both the damage and demolished portions of such property with material and in a manner to satisfy such or ordinance.

the total liability under this clause shall not exceed the actual loss sustained in demolishing the undamaged portion of the property involved plus the lesser of the following:

(a) the actual expenditure incurred, not including the cost of land, in rebuilding on another site, or
(b) the cost of rebuilding on the same site.

The Insurers shall no be liable for any cost of demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulation any from of contamination including but not limited to pollution.
Where a public authority has served a notice to alter or demolish a building Insured under this Policy and the party responsible to carry out such alteration or demolish has deliberately neglected to have such notice a loss occurs the cover provided by this Additional Coverage does not included any demolition costs in respect of such loss.

EXPEDITING EXPENSES CLAUSE

This Section of this Policy covers the reasonable extra costs of temporary repair and the extra costs of expediting the permanent repair or replacement of lost, damaged or destroyed property insured under this Section of this Policy, including overtime and express freight or other repaid means of transportation.

SHORING AND PROPPING AND GOVERNMENT CHARGES CLAUSE

(a) costs of express delivery, overtime rates of wages, the hire of additional labour or equipment and/or costs of purchasing resources necessary to reinstate, repair or replace urgently any of the Insured Property;
(b) costs of shoring and propping and/or temporary repairs necessarily incurred to avoid further loss or damage;
(c) any fee, contribution or other impost (excluding fines and/or penalties) payable to any Government, Local Government or Statutory Authority for services rendered or equipment supplied for the purpose of helping to prevent further, mitigate or confine loss or damage at the site of or in the vicinity of the Insured Project;

Limited: NT$ any one occurrence.

FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSE CLAUSE

This Section of Policy covers the following expenses resulting from a peril insured against:

1. fire brigade charges and other extinguishing expenses for which the Insured may be assessed;
2. loss of fire extinguishing materials expended.

ALL OTHER CONTENTS CLAUSE

It is agreed that the term “ALL Other Contents” is understood to include:

(1) Money and stamps not otherwise specifically insured for an amount not exceeding NT$100,000.

(2) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labor expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding NT$200,000. in respect of any one document, manuscript or business book.

(3) Computer system records but only for the value of the materials together with the cost of clerical labor 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 for an amount not exceeding NT$200,000.

(4) Patterns, model, moulds, plans and designs, for an amount not exceeding NT$200,000. in respect of any one pattern, model, mould, plan or design and so far as they are not otherwise insured:
Provided the Limit of Liability is shown on the Schedule.

APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed NTD- by the item or items affected. No special inventory or appraisement of the undamaged property shall be required .

CARE, CUSTODY AND CONTROL COVERAGE CLAUSE

Liability for damage to property leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured’s care, custody or control other than:

1. Premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured’s possession for work there on (but no indemnity is granted for damage to that part of the property on which the Insured is working which arise out of such work)

2. Employee’ and visitors’ clothing and personal effects premises tenanted by the Insured to the extent that Insured would be held liable in the absence of any specific agreement.

CHANGES IN TEMPERATURE CONTROLLED ENVIRONMENT CLAUSE

This Policy covers Damage to stock caused by or arising from changes in any temperature controlled environment, where such change arises out of mechanical, hydraulic, electrical or electronic breakdown of the temperature controlling equipment, for a period of not less that twelve (12) hours, following which the appropriate Deductible shown in the Policy Schedule will be applied to the full loss.

DATA PROCESSING/MEDIA FAILURE BREAKDOWN OR MALFUNCTION OF THE PROCESSING SYSTEM CLAUSE

The Policy extends to cover electronic data processing system(s) including peripheral equipment and media against any sudden and unforeseen loss, destruction or damage (including incorrect operation, negligent or malicious acts of employees or third parties, burglary theft robbery and the events related to them, faulty design and malicious acts of employees or third parties, burglary theft robbery and the events related to them, faulty design and material, short circuit, excessive voltage, induction, scorching and charing, smoke, soot any influence of moisture and corrosion) whilst such property is within the precincts of the Situation and/or Premises and working or at rest or being dismantled, moved, reassembled or reinstalled for the purpose of cleaning adjustment inspection repair overhaul or relocation but only after successful commissioning at the Situation and / or Premises.

EARTHQUAKE TYPHOON AND FLOOD- SINGLE LOSS CLAUSE

Each loss by Earthquake, Volcanic Action or Flood shall constitute a single loss hereunder.

(a) If more than one earthquake shock or volcanic action occurs within any period of 72 hours during the term of this Policy, the beginning of which 72-hour period may be determined by the Insured;

or

(b) 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

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

such earthquake shocks, volcanic action or flood shall be deemed to be a single loss within the meaning of the Policy.

ELECTRICAL INJURY CLAUSE

It is agreed that this policy covers loss of or damage to any electrical machine, apparatus or any portions of the electrical installations arising from or occasioned by over-running, excessive voltage, short-circuiting, self heating, arcing or leakage of electricity provided that the aforesaid cover shall only apply to the loss of or damage to resulting from lightning or by fire.

EMPLOYEES' PERSONAL EFFECTS

The policy extends to cover employees' personal effects up to a limit of per employee and in aggregate.

INDEPENDENT CONTRACTOR'S LIABILITY CLAUSE

It is agreed that this Policy extends to indemnify all sums which the Insured shall become legally liable to pay as compensation for bodily injury or damage to property arising out of or caused by or in connection with the alteration of &/or addition to any premises owned, occupied or managed by the Insured.

It is further agreed that this extension shall not liable for any claim recoverable from any valid Third Party Liability insurance or the Third Party Liability section of any Contractors' All Risks insurance held by the Insured.

Except to the extent that the provisions of this Policy are hereby modified, the Terms.
It is a condition of this coverage that such error or unintentional omission shall be reported and corrected when discovered.

MINOR WORKS CLAUSE

It is understood and agreed that this policy automatically includes minor alterations and/or maintenance and/or testing and commission and/or modifications and/or work carried out on of the facilities, subject to a limit of NTD10,000,000.- for any one occurrence.

NEW ACQUISITIONS CLAUSE

Any other acquisition of any new situation or property (as described in Sections I and II "Property Insured") shall be covered hereunder on a provisional basis. This provisional coverage shall commence at the moment that the Insured acquires for the first time an insurable participation in the new location(s) and shall cease 180 days after the date of the said first acquisitions or when reported to and accepted by the Insurers for the full policy limits, or the expiry of the policy, whichever occurs first. The cover provided in respect of such acquisitions is subject to the Sum Insured and Sub-Limits set forth in the Schedule (the Sum Insured in respect of Sections I and II of this Policy being the full Material Damage Values at Risk of the said acquisitions). The coverage provided under this General Condition is not subject to adjustment of the premium, other than as set forth in Premium Adjustment Clause included in this Policy.

NO CONTROL CLAUSE

The Insured shall not be prejudiced by failure of the Insured to comply with any warranty or condition contained in any form or endorsement attached to this Policy with regard to any portion of the premises over which the Insured has no control.

PREMISES IN THE VICINITY (PREVENTION OF ACCESS)

Subject to the Sub Limit of Liability as stated in the Schedule, loss as insured by Section II of this Policy resulting from interruption of or interference with the Business in consequence of Damage to property or by the actions of civil or military authorities within a radius of 10 km from the Insured Premises or in the vicinity of additional premises referred to in other clauses of this Policy directly arising from a peril not excluded herein, which shall prevent or hinder the use thereof or access thereto, whether the Premises or Insured Property shall be Damaged or not, shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of

the Business.

Loss as insured by Section II of this Policy resulting from interruption of or interference with the Business in consequence of Damage to property or by the actions of civil or military authorities within a radius of 10 km of and forming part of or contained in a complex of which the Premises forms a part directly arising from a peril not excluded herein, which results in a cessation or diminution of trade due to temporary falling away of potential customers, whether the Premises or property of the Insured therein shall be Damaged or not, shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business.

The provision in this Policy relating to admission of liability or payment for loss by the Insurer(s) shall not apply in respect of this Memorandum.

PUBLIC AUTHORITY CLAUSE

The insurance extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By -Law of any Municipal or Local Authority provided that:

(1) The amount recoverable under this Extension shall not include:

(A) the cost incurred in complying with any of the aforesaid Regulations or By -Laws

iv)in respect of destruction or damage occurring prior to the granting of this extension;

v) in respect of destruction or damage not insured by the policy;

vi) under which notice has been served upon the insured prior to the happening of destruction or damage;

vii) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged.

(B) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or By-Laws not arisen.

(C) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations of By - Laws.

(9) The work of reinstatement must by commenced and carried out with reasonable dispatch and in any case muse be completed within twelve months after the destruction or damage within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By - Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.

(10) If the liability of the Company under (any item of) this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the Liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.

TENATS CLAUSE

The insurance in respect of property not occupied by the Insured shall not be invalidated by any act or omission or by any alteration whereby the risk of damage if increased, unknown to or beyond the control of the Insured provided that immediately they become aware thereof they shall give notice to the Insurers and pay an additional premium if required.

UNDAMAGED ANCILLARY AND/OR PERIPHERAL EQUIPMENT

Where any machinery, plant or equipment is destroyed but ancillary and/or peripheral equipment, utilised in conjunction therewith, is not destroyed but is nevertheless rendered superfluous or unusable upon replacement of the destroyed property, then such ancillary and/or peripheral equipment will be considered as being destroyed.

Provided that if such ancillary and/or peripheral equipment is saleable as salvage, then such property shall be sold and the amount realised from the salvage sale shall be payable by the Insured to the Insurers.

The limit of liability hereunder is 10% of loss paid, max. NTD10,000,000.- per occurrence.

VEHICLES ON INSURED' S CONTROL AND CAR PARK CLAUSE

It is hereby agreed that this policy is extended to provide indemnity in respect of Insured's legal liability for accident resulting in loss of or damage to motor vehicle in the Insured's control or parked in on or about the Insured's premises.

	Provided that 1. the Insured shall take all reasonable precautions to prevent loss of or damage to any property and/ or motor vehicle. 2. the liability of the company under this endorsement shall not exceed. **WORKMEN CLAUSE** Workmen are allowed on the Insured locations for the purpose of making structural and other alteration from time to time without prejudice to this insurance. **SERVICE INTERRUPTION CLAUSE** Any loss as insured by this policy resulting from interruption of or interference with the business in consequence of the Contingencies specified below shall be deemed to be an incident provided that after the application of all other terms, conditions and provisions of the policy the liability under this memorandum in respect of any one occurrence shall not exceed NT$20,000,000.-shown below against such contingencies. The accidental failure of property at any (1) generating station or sub-station of the public electricity supply undertaking (2) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith (3) water works or pumping station of the public water supply undertaking But excluding any failure (1) which does not include a cessation of supply for at least 24 consecutive working hours. (2) due to excluded clauses as below Excluded Clauses: failure caused by (1) the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services; (2) strikes or any labor or trade dispute; (3) drought; (4) other atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions. **ERRORS AND OMISSIONS** The Insured shall not be prejudiced by an unintentional and / or inadvertent omission error or incorrect of this interest risk or property provided notice is given to the Company as soon as practicable upon discovery of such error or omission. **DESCRIPTION OF PROPERTY INSURED CLAUSE** Where any doubt arises as to the definition under which any property is included for the basis of settlement, the Insurer agrees to accept the designation of such property as may have been included in the Insured's books. **APPROVED ADJUSTER CLAUSE** It is hereby declared and agreed that in the event of any loss covered by this policy, the approved adjusters shall adjust the amount of such loss subject to the terms and conditions of the policy. are approved as the adjusters and appointed by the Insured.
(巨&外 184)	**POLICY DEFINITIONS** The following words will have the same meaning attached each time they appear in this **Policy** in **bold** type face, whether with a capital first letter or not. Some **Sections** of this **Policy** contain additional definitions to the **Policy** definitions and have a specific meaning and relevance for that **Section**. 60. **Actual Value** Means the replacement cost as new in respect of the damaged item at the time of loss.

61. **Average**
Means that if at the time of **Damage** the replacement cost (or where applicable the reinstatement costs), as new of the **Insured Property** is greater than the sum insured (or where applicable the **Declared Value**), the **Insured** will:

(c) be responsible for the difference in the value;
and
b) bear a proportionate share of the loss.

62. **Business**
The activities directly connected with the **Insured's Business** as specified in the **Policy Schedule**.

63. **Business Interruption**
Damage resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Insured Location** and any contract site(s) where the **Insured** is carrying out a contract in consequence of **Damage** to the **Insured Property** used for the **Business**.

64. **Claim**
Means **Loss/Losses**.

65. **Condition Precedent**
Is a condition that must be satisfied before the Insurer has any liability to indemnify the Insured in relation to a Claim and is a condition which continues to be effective throughout the Period of Insurance.

66. **Consequential Loss**
Includes but is not limited to consequential, exemplary, incidental, punitive and special damages; wasted management time; loss of anticipated savings; business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

67. **Damage**
Means direct physical loss or destruction of or damage to the **Insured Property** or as otherwise defined in the **Policy Section**.

68. **Declared Value**
Means the cost of reinstatement as new of the **Insured Property** applying at inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for;
a) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament, Bye Laws of any public or local authority;
b) professional fees;
c) debris removal costs.

69. **Deductible**
The amount to be deducted after the application of **Average** for each and every **Occurrence** at each separate **Insured Location** or following each and every separate atmospheric disturbance.

Unless the **Insurer** agrees otherwise the **Insured** shall not effect insurance for the amounts of the **Deductibles** stated herein without the **Insurer's** prior written agreement.

70. **Defined Peril / Special Peril**
The coverage as defined in each section, clause herein.

71. **Earthquake, Volcanic Action**
Earth movement due to a natural seismic disturbance caused by sudden movement of the earth's crust and including as a direct and immediate result of earthquake including:
i) Earthquake, Seaquake;
ii) Landslide;
iv) Earth sinking, rising, shifting, but not sinkhole;
or
iv) Tidal wave,Tsunami.

and/or
Volcanic eruption means;
explosion or effusion resulting from:
i) Airborne volcanic blast or airborne shock waves;
iv) Ash, dust or particulate matter; or
iii) Lava flow.

72. **Flood**
Waves, tide or tidal water, rapid accumulation of surface waters, or the rising (including overflowing or breaking of boundaries) of lakes, reservoirs, rivers, streams or other bodies of water, howsoever caused. It is understood and agreed that, whenever used in this policy, Flood shall not include ensuing loss or damage resulting from fire, explosion or sprinkler leakage.

73. **Insured**
The persons, companies, partnerships or unincorporated associations named in the **Policy Schedule** as the **Insured.**

74. **Insured Location and or Insured Premises**
The location where the Insured Property is situated within the **Territorial Limits** unless otherwise endorsed hereon.

75. **Insured Property**
Shall mean all real and physical property of the **Insured** including Improvements and betterment or held by the **Insured** in trust and for which the **Insured** is legally responsible as more fully described in the **Policy Section Schedules** at an **Insured Location** within the **Territorial Limits** unless otherwise excluded.

76. **Insurer**
MSIG-Mingtai Insurance Co., Ltd. underwriting this insurance and issuing this **Policy** and where applicable any **Other Insurer** as listed under the Schedule of Insurers. Subject to the Insurers Liability Clause.

77. **Local Policy / Local Insurer**
Wherever the term **Local Policy** or **Local Underlying Policy** appears in this **Policy** it is deemed to mean an insurance policy placed with a **Local Insurer(s)** in a territory where a policy is required by the **Insured** or to comply with legal requirements, for the **Insured's** benefit covering the same interests as this **Policy** (subject to the Difference in Conditions clause).

78. **Loss/Losses**
A potential loss, claimed loss, actual loss or circumstances which may give rise to a **Claim**.

79. **Occurrence**
Any one loss or series of Loss arising from one event.

80. **Other Insurer(s)**
Any other insurance company or underwriter subscribing to this insurance as listed under the Schedule of Insurers.

81. **Period of Insurance**
From the effective date until the expiry date (as stated in the **Policy Schedule**) or any period for which the **Insurer** may accept payment of a premium for this **Policy**.

82. **Policy**
The entirety of this **Policy** of insurance specified in the **Policy Schedule**, **Sections**, **Schedule(s), Specifications** and/or contained in any and all endorsements or amendments forming part of this **Policy** (whether or not such endorsements or amendments are agreed prior to this **Policy** of insurance coming into force or at any time thereafter).

All references to the terms of this **Policy** shall be construed as references to the entire **Policy** including all terms, conditions, **Conditions Precedent**, **Warranty**, exclusions, sum(s) insured, excesses, **Deductibles**, limits of liability, **Policy Loss Limit**, **Policy Schedule, Sections, Schedules, Specifications**, endorsements, amendments and any other written contractual provisions that form part of this **Policy**.

83. **Policy Loss Limit**
The total amount that the **Insurer** will pay for a single **Occurrence** under this **Policy** being the amount as stated in the **Policy Schedule**.

84. **Policy Schedule/ Section / Schedule / Specification**
The parts of this **Policy** which specify the **Insured's** details, the **Insured Premises,** the **Insured Property**, sum(s) insured/limits of liability and any **Deductibles** or excesses applying to this **Policy**.

85. **Terrorism** (unless otherwise defined herein)

i) *in respect of **Terrorism** United Kingdom of Great Britain only.*
*An act, including but not limited to the use of violence and/or 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 affect or influence or carry out any activities direct toward the overthrowing of influencing by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto and/or to put the public or any **Section** thereof in fear.*

ii) *in respect of **Terrorism** e*lsewhere other than the UK (unless amended by endorsement or **Section**).

For **Damage** occurring in any territory not specified in (i) above any act or acts including but not limited to:

e) the use or threat of force and/or violence
and/or
f) harm or damage to life or to property (or the threat of such property or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused by or occasioned by any person(s) or group(s) or persons or so claimed in whole or in part for any political religious ideological or similar purposes.

86. **Unoccupied / Unoccupancy**
Means any part of an **Insured Premises** which is not used or visited by the **Insured** or an authorised Employee of the **Insured** on a day to day or regular basis for the purpose of the **Business.**

87. **Unattended**
Means any part of an **Insured Premises** temporarily not being attended to, looked after or watched over by the **Insured** or an authorised Employee of the **Insured** for the purpose of the **Business.**

88. **Warranty**

Means a condition which continues to be effective throughout the Period of Insurance and one with which the Insured must comply with. In the event of the Insured's non-compliance with any Warranty the Insurer may at its option, avoid the entire contract.

GENERAL POLICY CONDITIONS

2 **Additional Insured's**

Subject to the **Insurer's** prior agreement this **Policy** will extend to include additional insured's who have an insurable interest in the **Insured Property** provided that there is no increase in the sum insured / limit of indemnity as stated in the **Schedule(s)**.

2 **Aggregate / Sum Insured / Limit of Indemnity**

The **Insurer's** maximum sum insured / limit of indemnity in a single **Occurrence**, regardless of the number of **Insured Locations** or coverage's involved, shall not exceed the **Policy Loss Limit**, If a lesser sum insured / limit of indemnity is stated the lesser limit will apply.

The sum insured / limit of indemnity stated herein are part of and not in addition to the **Policy Loss Limit**.

In the event where an annual aggregate limit applies, such annual aggregate limits shall be the total annual aggregate limit for all **Policies** issued under this **Programme** by the **Insurer** and or **Other Insurers** and or **Local Insurer(s)** to the **Insured**.

The indemnity provided by this **Policy** may be reduced by the operation of the aforesaid annual aggregate provision consequent upon a **Claim** paid under this **Policy** and all other **Policies** issued to the **Insured** under this **Programme** during the **Period of Insurance**.

For the purposes of this clause, **Programme** means:
Any policy or series of policies issued to the **Insured** by the **Insurer** and or **Other Insurers** and or **Local Insurer(s)** anywhere in the world covering substantially the same interest(s) as this **Policy** during the same or similar **Period of Insurance** irrespective of **Insured Locations**.

4 **Alteration**

The **Insurer** has the option to avoid this **Policy** or any part thereof from inception of this insurance where:

c) there has been any alteration to the **Insured Property** and/or the **Insured Premises** and/or the **Business** after the effective date of this insurance which increases the risk of liability or **Damage**;

or

d) the **Insured's** interest ceases except by operation of law;

unless the **Insurer** has provided prior written confirmation that the **Insurer** has accepted the alteration.

4 **Automatic Reinstatement of the Sum Insured / Limit of Indemnity**

The sum insured / limit of indemnity stated in the **Policy Schedule**, **Schedule** or **Specifications** will be automatically reinstated and will not be reduced by the amount of any **Claim** unless the **Insurer** or the **Insured** give notice to the contrary. (Automatic Reinstatement does not apply to Section H)

However, In the event of **Average or First Loss Average** being applied to any **Claim** adjustment there shall be no automatic reinstatement and the sum insured / limit of indemnity. The sum insured / limit of indemnity will be reduced by the amount of any **Claim** unless the **Insurer** agrees to such reinstatement and the **Insured** pays the additional premium required by the **Insurer** to reinstate the sum insured / limit of indemnity.

5 **Cancellation**

a) By the **Insured**.
The first named **Insured** as shown in the **Policy Schedule** may cancel the **Policy** at any time by giving the **Insurer** at least FIFTEEN (15) days notice in writing in advance of the date upon which the cancellation is to take effect.

b) By the **Insurer**.
The **Insurer** may cancel this **Policy**:

v) by sending notice to the **Insured** at the **Insured's** last known address or via the **Insured's** insurance adviser by recorded delivery and such cancellation shall become effective at midnight on the FIFTEENTH (15) day after the **Insurer** issues the notice of cancellation;

vi) for non payment of premium.

In the event of cancellation any return premium shall be calculated on a pro rata basis or as otherwise agreed by the **Insurer**.

However, the **Insurer** will not refund any instalment and/or minimum and deposit premium.

Notwithstanding the above the full **Policy** premium shall become payable to the **Insurer** in the event of a loss which gives rise to a valid **Claim** under this **Policy** prior to the date of cancellation.

6 **Claims/Loss Reporting and Control Requirements**

If the **Insured** fails to fulfil any of the following conditions the **Insured** may lose the right to indemnity or payment for that **Claim** and, in the event that the **Insurer** has made any payment on account, if the **Insured** fails to comply with the following the **Insured** will repay to the **Insurer** such monies within THIRTY (30) days of the **Insurer's** request for such repayment.

Upon the discovery of any loss**,** the **Insured** must at the **Insured's** expense:

k) tell the **Insurer** about the **Loss** as soon as reasonably practicable but in any event no later than FIFTEEN (15) days

thereafter but SEVEN (7) days in respect of riot;

iv) for a **Claim** under **Section** B or when applicable any other section covering Business Interruption, tell the **Insurer** not later than THIRTY (30) days after the end of the expiry of the Indemnity Period or such time as the **Insurer** may allow.

In addition to reporting a **Loss** as in i) or ii) above the **Insured** must immediately upon discovery or as soon as reasonably practicable:

e) no later than TWENTY FOUR (24) hours after the discovery of the **Loss** notify the Police of the **Damage** caused by riot, civil commotion, malicious persons or thieves;

protect the **Insured Property** from further **Damage** and take any action reasonably practicable to minimise or avoid any further **Damage** or interruption of or interference with the **Business**;

pass to the **Insurer** unanswered immediately all communications from third parties in relation to any event which may result in a loss under this **Policy**;

provide the **Insurer** with the details of any other insurance covering the **Damage**;

f) provide the **Insurer** with books, records and documents the **Insurer** requires to assess the **Insured's Claim**.

The **Insured** must as soon as reasonably practicable provide the **Insurer** with all information in the **Insured's** possession or under the **Insured's** control of a potential **Loss** or circumstances which may give rise to a **Claim** known to the **Insured** notified in accordance with the above and the **Insured** shall thereafter keep the **Insurer** fully informed as regards all developments relating to the **Loss** as soon as they occur or such further time that the **Insurer** may allow.

If **Damage** occurs which may lead to a **Claim**, the **Insurer** may:

a) enter and take possession of the damaged **Insured Property**;
b) take possession of or require the **Insured** to deliver to the **Insurer** the damaged **Insured Property** which the **Insurer** will deal with in a reasonable manner without incurring liability or reducing the **Insurer's** rights.

The **Insurer** will not pay for **Damage** if the **Insured** or anyone acting on the **Insured's** behalf:

a) does not comply with the **Insurer's** requirements;
b) hinder or obstruct the **Insurer**.

The **Insured** is not entitled to abandon any property to the **Insurer**.

The **Insured** must not admit, repudiate liability nor offer to settle, compromise make payment which may result in a loss or pay any **Claim** under the **Policy** without the **Insurer's** prior written agreement.

The **Insurer** shall have the right at any time to take full control of the investigation, adjustment and settlement of any **Claim** notified as aforesaid and the **Insurer** may appoint any other person or persons to act on the **Insurer's** behalf for such purpose and any settlement agreed by the **Insurer** shall be binding on the **Insured**.

The **Insured** shall co-operate fully with the **Insurer** and any other person or persons designated by the **Insurer** in the investigation adjustment and settlement of any **Claim** notified to the **Insurer** as aforesaid, and the **Insured** shall not without first consulting with the **Insurer** or the **Insurer's** appointed representatives litigate any such **Claim**.

In the event of a **Claim** hereunder the **Insured** shall be responsible for reporting the loss to the **Insurer** and all **Other Insurers**.

Where applicable it is further understood and agreed that when the **Insured** requests the **Insurer** for payment in settlement of any **Claim(s)** hereunder the **Insurer's** payment shall take place on the same day as payment in settlement for the same **Claim** is made to the **Insured** under the **Local Policy** and or by any **Other Insurers**.

7 **Contract Rights (Third Parties)**

A 'person' who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 **Contribution**

Where any loss destruction **Damage** or liability covered by this **Policy** is also covered by another policy (or would be but for the existence of this **Policy**) the **Insurer** will only pay a rateable share of the loss.

If the other insurance is subject to a condition of average and this **Policy** is not, this **Policy** will become subject to the same condition of average.

If the **Insured Property**, covered by any other insurance is subject to a provision excluding proportional payment in whole or in part the payment the **Insurer** makes will be limited to the proportion of loss destruction or **Damage** as the sum insured / limit of indemnity bears to the value of the **Insured Property**.

9 **Discharge of Liability**

The **Insurer** may at any time pay the sum insured / Limit of Indemnity or the (after the deduction of any sum already paid) or any less amount for which a **Claim** can be settled and the **Insurer** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

10 **Fraud**

If any **Claim** made by the **Insured** or anyone acting on the **Insured's** behalf to obtain any **Policy** benefit shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof no compensation shall be payable hereunder.

11 **Hire Agreements**

In consequence of **Insured Property** under this **Policy** being the subject of hire agreements it is understood and agreed that the interest of the owners is deemed to be included in the protection afforded by this insurance it being understood that the **Insured** shall declare the name of any other interested party in the event of **Loss**.

12 **Identification**

Unless otherwise stated any word or expression to which a specific meaning has been attached in any part of this **Policy** shall bear the same meaning wherever it may appear.

15 **Lenders Interests**

The **Insurers** note the interest of mortgagees, bankers, lenders and others with an insurable interest in the **Insured Property**.

16 **Non Disclosure**

5. In the event that the **Insured** or its agent to insure fails to disclose or misrepresents a material prior to inception of this insurance and the **Insurer** would be entitled to avoid this Insurance, this clause shall apply, except where any non-disclosure or misrepresentation by the **Insured** or its agent to insure is proven by the **Insurer** to be:

(2) fraudulent

(2) of such other nature that, if the material fact had been disclosed or had not been misrepresented, the **Insurer** would not have underwritten this Insurance

6. The burden shall be on the **Insurer** to prove all matters set out in this clause. For the purposes of this clause the acts, omissions or knowledge of one **Insured** shall not be imputed to any other **Insured**.

7. if the **Insurer** would have underwritten this Insurance but on different terms (as to premium and/or otherwise) had the material fact been disclosed or not misrepresented, the **Insurer** shall not be entitled to avoid this Insurance but:

(4) in the event the **Insurer** would have underwritten this Insurance on different terms as to the premium, the **Insured** shall be liable for such additional premium as would have been charged had the material fact been disclosed or not been misrepresented;

(5) in the event that the Insurer would have underwritten this Insurance on different terms in any respect other than in relation to the premium, the Insurer shall, in addition to any premium adjustment pursuant to sub-clause 3(1), be entitled to impose such terms on this Insurance as would have been imposed at inception of this Insurance if the material fact had been disclosed or had not been misrepresented by giving written notice of the term to the Insured. Subject to sub-clauses 3(3) and 3(4), any additional term so notified shall take effect as if imposed from inception.

(6) any additional term imposed pursuant to sub clause 3(2) shall not apply to any claim which has been finally agreed by the **Insurer** (whether paid or not) prior to the date of the **Insurer**'s written notification to the **Insured** of the additional term;

(4) for any additional term imposed pursuant to sub-clause 3(2) which would have the effect, if breached, of coverage under this Insurance never attaching, being suspended or being discharged (whether at the election of the **Insurer** or otherwise), the **Insurer** agrees in each such case to vary the remedy for breach of the term so that the **Insurer** shall be entitled only to decline any **Claim** that does not fall within 3(3). In the event that the **Insured** does not comply with any additional term imposed and falling within this sub-clause within 60 days of receipt of the **Insurer**'s written notification imposing the additional term, the **Insurer** shall be entitled after the expiry of the specified time period to impose with prospective effect only the remedy to which it would have been entitled but for this clause.

8. The **Insurer** agrees that no representation by the **Insured** or by any agent of the **Insured** (including an agent to insure) shall be a term of any sort of this contract of Insurance and that any provision in any other document to the effect that a statement or statements made by or on behalf of the **Insured** in such document form part of or are the basis of the contract of Insurance shall be of no effect.

15 **Non-Invalidation**

This insurance shall not be invalidated by any inadvertent act, omission or alteration by the **Insured** whereby the risk of **Damage** is increased unknown to and or beyond the **Insured's** control provided that immediately, and in any event not more than FIFTEEN (15) days thereafter, the **Insured** becomes aware thereof shall give the **Insurer** notice and pay any additional premium in accordance with the Premium Payment Clause.

16 **Premium Adjustment**

If any part of the premium is calculated on estimates furnished by the **Insured**. The **Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such record. The **Insured** shall within ONE (1) month or if the **Insurer** agrees to some other period of time, from the expiry of each **Period of Insurance** furnish the **Insurer** with such particulars and information as the **Insurer** may require. The premium for such **Period of Insurance** shall thereupon be adjusted and the difference paid by or allowed to the **Insured** as the case may be subject always to any minimum premiums stipulated.

17 **Basis Clause**

The **Insurer** agrees, with effect from inception, that notwithstanding any other term of this contract, any provision in this contract of insurance or any other document to the effect that a statement or statements made by or on behalf of the **Insured** (including but not limited to statements made in proposals for insurance) form part of or are the basis of the contract of insurance shall be of no effect.

18 **Reasonable Precautions**

The **Insured** must take all reasonable care:

a) to prevent injury, accident or damage;
b) to observe and comply with statutory or local authority laws, bye laws, obligations or requirements;
c) to maintain the **Insured Property** in efficient and safe working order;
d) to make good or remedy any defects or danger which becomes apparent and take such additional precautions as circumstances may require;
e) in the selection and supervision of Employees.

19 **Replacement or Reinstatement Clause**

Unless otherwise stated in the **Schedule** in the event of **Damage** the basis upon which the **Insurer** will calculate the amount the **Insurer** will pay for any **Claim** will be the reinstatement of the **Insured Property Damaged** subject to the following conditions;

e) If the **Insured Property** under any Buildings, Machinery and Plant, Tenants Improvements or other items described in the **Schedule**, but not pedal cycles, personal items, rent or motor vehicles if insured is lost or destroyed the **Insurer** will pay for its rebuilding or replacement in a similar condition as good as but not better or more extensive than its condition when new;
f) If such **Insured Property** is **Damaged**, the **Insurer** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than its condition when new;
However the **Insurer** will not pay more than the **Insurer** would have done if the property had been completely destroyed;
c) Without increasing the **Insurer's** liability the **Insurer** may replace the **Insured Property** on another site and in a suitable manner to suit the **Insured's** needs;
d) All work must be carried out and completed as soon as possible;
e) If at the time of rebuilding or replacement, EIGHTY FIVE (85)% of what it would have cost to replace the whole **Insured Property** under that item, is greater than the sum insured at the time the **Damage** occurred the **Insured** will be liable to bear a proportionate share of the loss.

The **Insurer** will not pay under this clause:

k) until the **Insured** have incurred the cost of replacing or repairing the **Insured Property**;
ii) if the **Insured** or someone acting on the **Insured's** behalf have insured the property under another policy which does not have a similar basis of reinstatement.

20 **Rights of the Insurer**

On the happening of **Damage** for which a **Claim** is or may be made under this **Policy,** the **Insurer**, and every person authorised by the **Insurer,** may without thereby incurring any liability and without diminishing the **Insurer**'**s** right to rely upon any conditions of this **Policy**, enter take or keep possession of the building or **Insured Premises** where the **Damage** has happened and may take possession of, or require to be delivered to them, any of the **Insured Property** and may keep possession of and deal with such **Insured Property** for all reasonable purposes and in any reasonable manner.

The **Insured** hereby agrees that this clause gives the **Insurer** licence to inspect the **Insured Premises** at any time during the **Period of Insurance** and that the **Insured** shall co-operate fully with the **Insurer** and any other person or persons designated by the **Insurer** in the inspection.

This condition shall be evidence of the **Insurer's** leave and licence so to do. If the **Insured** or anyone acting on the **Insured's** behalf shall not comply with the **Insurer's** requirements or shall hinder or obstruct the **Insurer** in doing any of the above mentioned acts then all benefit under this **Policy** shall be forfeit.

The **Insured** shall not in any case be entitled to abandon any **Insured Property** to the **Insurer** whether taken possession of by the **Insurer** or not.

21 **Salvage**

All salvages, recoveries and payments recovered or received subsequent to a claim settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto. Unless otherwise agreed in writing between the **Insured** and the **Insurer** all salvage shall remain the property of the **Insurer**.

22 **Subrogation**

If the **Insurer** becomes liable for any payment under this insurance for a loss, the **Insurer** shall be subrogated to the extent of such payment to all the rights and remedies of the **Insured** against any party for such loss and the **Insurer** shall be entitled, at the **Insurer's** own expense, to sue in the **Insured's** name. The **Insured** shall give to the **Insurer** all such assistance in the **Insured's** power as the **Insurer** may require to secure the **Insurer's** rights and remedies either before or after indemnification.

23 **Waiver of Subrogation Rights**

In the event of a **Claim** arising under this **Policy**, the **Insurer** agrees to waive any rights remedies or relief to which the **Insurer** might become entitled by subrogation against;

a) any company whose relationship to the **Insured** is either a parent to a subsidiary or subsidiary to parent;
b) any company which is a subsidiary of a parent company of which the **Insured** are a subsidiary;

at the time of the **Damage,** as defined in or within the meaning of the relevant Companies Act or as defined in similar legislation.

The **Insurer** will not exercise any such rights against any of the **Insured's** employee(s) and or Tenant unless the **Claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee(s) or Tenant.

GENERAL POLICY EXCLUSIONS

2 **Biological or Chemical Materials Exclusion**

This **Policy** excludes **Damage** cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 **Electronic Data Exclusion**

a) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is understood and agreed as follows;

i) This **Policy** does not insure **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.

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.

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':

ii) However, in the event that a peril listed below 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 **Period of Insurance** to **Insured Property** by this **Policy** directly caused by such Listed Peril: fire, explosion.

Electronic Data Processing Media Valuation
Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto it is understood and agreed as follows;

Should electronic data processing media insured by this **Policy** suffer loss **Damage** insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation.

These costs will not include research and engineering or any costs of recreating gathering or 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.

This **Policy** excludes **Damage** cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with person or persons whether identified or not responsible for or involved with creating a Computer Virus or Similar Mechanism or a Denial of Service Attack unauthorised access to or use of Computer and Electronic Equipment.

3 **Electronic Date Recognition Exclusion**

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;

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 **Insured's** property or not;

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 **Insured's** property or not.

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.

4 **Micro-Organism Exclusion**

This **Policy** does not insure any loss, **Damage**, **Claim**, cost expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including, but not limited to, any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

i) **Damage** to **Insured Property**;
j) any contingency or cause whether or not contributing concurrently or in any sequence;
k) any loss of use occupancy or functionality ;
l) any action required including but not limited to repair, replacement, removal, cleanup, abatement, disposal,

relocation or steps taken to address medical or legal concerns.

This exclusion supersedes and replaces any provision either in whole or in part in this **Policy** that provides insurance for these matters.

5 **Pollution or Contamination Exclusion**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss resulting from pollution or contamination except (unless otherwise excluded) loss resulting from **Damage** to **Insured Property** or any part thereof used by the **Insured** at the **Insured Premises** for the purpose of the **Business** caused by:

a) Pollution or contamination at the **Insured Location** which itself results from 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, earthquake, storm, flood, bursting overflowing discharging or leaking of water or oil, from any tanks apparatus, pipes or appliance, or impact by any road vehicle or animal;

b) Any of the perils listed in (a) above which itself results from pollution or contamination.

6 **Pool and Schemes Exclusion**

This **Policy** does not cover loss, destruction or damage, or any **Consequential Loss** resulting therefrom, which can be insured against under any government scheme or official obligatory pool except, where such loss, destruction or damage is so insured, as regards any difference between the amount recoverable under such scheme or pool and the amount which would have been recoverable hereunder had this exclusion not been incorporated herein.

7 **Radioactive Contamination and Explosive Nuclear Assemblies Clause**

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

In no case shall this insurance cover:

5. property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association; or
6. Loss, **Damage**, liability or expense directly or indirectly caused by or contributed to by or arising from:
   d) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
   e) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   f) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

   The exclusion in this sub-clause d. Does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the **Insured Property** and are being prepared, stored or used in the normal course of operations by the **Insured** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

7. [Notwithstanding 2 above, cover is provided hereunder in respect of the following exposures:] NONE.
8.

8 **Sonic Bang Exclusion Clause**

Notwithstanding anything to the contrary contained herein this Insurance does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic, supersonic or hypersonic speeds.

10 **Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance 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 act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This clause 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 any act of **Terrorism**.

If the **Insurer** alleges 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**.

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

10 **War Civil War Exclusion**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover any liability assumed by the **Insured** for loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, 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 any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are **Terrorism**.

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ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy

The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:
   - (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
   - (10) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.

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

   - (b) (1) collapse or cracking of buildings
   - (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

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

   - (c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
   - (2) acts of fraud or dishonesty
   - (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
   - (4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
   - (5) mechanical or electrical breakdown or derangement of machinery or equipment
   - (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused unless

   - (i) damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   - (ii) such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

   - (d) (1) coastal or river erosion
   - (2) subsidence ground heave or landslip
   - (3) normal settlement or bedding down of new structures
   - (4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
   - (5) the freezing solidification or inadvertent escape of molten material

2. Damage caused by or arising from:
   - (a) any wilful act or wilful negligence on the part of the Insured or any person acting loss on his behalf
   - (b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

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

   - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
   - (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
   - (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

   - (d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
   - (2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building

by any person

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in respect of the perils specified below
(b) fixed glass
(c) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
(d) electronic installations computers and data processing equipment

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

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

3. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
(b) property in transit other than within the premises specified in the Schedule
(c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
(d) land (including top-soil back fill drainage or culverts driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
(e) livestock growing crops or trees
(f) property damaged as a result of its undergoing any process
(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
(h) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the schedule.

GENERAL CONDITIONS

1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

3. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

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

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

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

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

15. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately

(1) take steps to minimize the loss or damage and recover any missing property.

(2) give notice in writing to the Insurer and

(3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage

(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer

(11) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.

(2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter

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

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (BUSINESS INTERRUPTION) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be accidentally lost destroyed or damaged (such accidental loss destruction or damage being hereinafter termed damage) other than by an excluded cause at any time during the period of insurance stated in the schedule or of any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with

Then the Insurer will pay to the Insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that:

(a) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that
(1) payment shall have been made or liability admitted therefore or
(2) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
(b) the liability of the Insurer in any one period of insurance shall in no case exceed –
(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby
(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

EXCLUDED CLAUSES

This policy does not cover loss resulting from

1. Damage caused by:
   - (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
   - (2) interruption or the water supply gas electricity or fuel systems or failure of the effluent disposal systems to or from the Premises

   unless Damage by a caused not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   - (b) (1) collapse or cracking of buildings
   - (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change of colour flavour texture or finish action of light vermin insects marring or scratching

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

   - (c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
   - (2) acts of fraud or dishonesty
   - (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortages in supply or delivery of materials or shortage due to clerical or accounting error
   - (4) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
   - (5) mechanical or electrical breakdown or derangement of machinery or equipment
   - (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

   unless
   - (1) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   - (2) such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

   - (d) (1) coastal or river erosion
   - (2) subsidence ground heave or landslip
   - (3) normal settlement or bedding down of new structures
   - (4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
   - (5) the freezing solidification or inadvertent escape of molten material

2. Damage to:
   - (a) property as a result of its undergoing any process
   - (b) property in transit other than within the premises specified in the Schedule

3. Damage resulting from erasure or distortion of information on computer systems or other records:
   - (a) whilst mounted in or on any machine or data processing apparatus or
   - (b) due to the presence of a magnetic flux

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

4. Damage to:
   - (a) fixed glass
   - (b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
   - (c) electronic installations computers and data processing equipment
   - (d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft or aircraft spacecraft or the like
   - (e) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
   - (f) plant machinery or equipment during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
   - (g) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations or work being performed thereon

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

5. Damage to:
   - (a) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
   - (b) livestock growing crops or trees

6. Damage caused by or arising from
   - (a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf
   - (b) cessation of work

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

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
(b) mutiny civil commotion assuming the proportions or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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

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

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

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

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

In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

8. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
(a) nuclear weapons material
(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 8(b) combustion shall include any self-sustaining process of nuclear fission

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

DEDUCTIBLES
This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.

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

CONDITIONS

1. IDENTIFICATION
This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION
If there be any material misdescription of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy.

3. CANCELLATION
This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to pay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation

4. FORFEITURE
All benefit under this Policy shall be forfeited
(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy
Or
(b) if any claim be made and rejected and an action or suit is not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION
Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the references and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority of powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon the Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATION

The Insurance by this Policy shall cease if

(a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or

(b) the Insured's interest cease otherwise than by death, or

(c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased

at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. CLAIMS

On the happening of any damage in consequence of which a claim is or may be under this Policy, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claims under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

16. TIME LIMIT

In no case whatever shall the Insurer be liable in respect of any claim under this Policy after the expiration of

(a) one year from the end of the Indemnity Period or, if later

(b) three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

17. REASONABLE PRECAUTIONS

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

ACCIDENTAL DAMAGE (PROPERTY) INSURANCE POLICY

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the first premium any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause at any time during the period of insurance stated in the schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy.

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The Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accidental physical damage (accidental physical loss destruction or damage being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

(1) in respect of each item the sum expressed in the schedule to be insured thereon or in the whole the total sum insured hereby

(2) any limit of liability shown in the schedule

or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurer

EXCLUSIONS

A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by:

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

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

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

(b) (1) collapse or cracking of buildings

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

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

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

(2) acts of fraud or dishonesty

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

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

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

unless

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

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

(d) (1) coastal or river erosion

(2) subsidence ground heave or landslip

(3) normal settlement or bedding down of new structures

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

2. Damage caused by or arising from:

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

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

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

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

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

(c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.
For the purpose of this Exclusion A3 (c) "Terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear

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

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

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

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

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

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

(a) nuclear weapons material

(b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) money cheques stamps bonds credit cards securities of any description jewelry precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy and then only in

respect of the perils specified below

(b) fixed glass

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

(d) electronic installations computers and data processing equipment

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

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

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

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

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

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

(e) livestock growing crops or trees

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

(g) machinery during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations

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

(i) property more specifically insured

4. Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

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

UNDER INSURANCE

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

DEDUCTIBLES

This policy does not cover the amounts of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the schedule.

GENERAL CONDITIONS

5. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

6. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

7. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on 90 days written notice prior to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

8. FORFEITURE

All benefit under this Policy shall be forfeited.

(a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy

or

(b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION

Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

6. CONTRIBUTION

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

7. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATIONS AND REMOVALS

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

(a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
(b) if the building insured for containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
(c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
(d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

9. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

(a) immediately
  (1) take steps to minimize the loss or damage and recover any missing property.
  (2) give notice in writing to the Insurer and
  (3) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
(b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer
  (1) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
  (2) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

10. INSURERS' RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy the Insurer may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.
(b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer, or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

11. REPAIR AND REPLACEMENT

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

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

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

12. TIME LIMIT

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of

the loss or damage unless the claim is the subject of pending action or arbitration.

13. REASONABLE PRECAUTIONS

The Insured shall maintain the property in a proper state of repair and take all reasonable

EXCLUDED CLAUSES

This policy does not cover loss resulting from

1. Damage caused by:
   - (a) (1) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
     (2) interruption or the water supply gas electricity or fuel systems or failure of the effluent disposal systems to or from the Premises

     unless Damage by a caused not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   - (b) (1) collapse or cracking of buildings
     (2) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change of color flavor texture or finish action of light vermin insects marring or scratching

     unless such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy
   - (c) (1) theft except from a building and then only if there is violent or forcible entry to or exit from such building
     (2) acts of fraud or dishonesty
     (3) disappearance unexplained or inventory shortage misfiling or misplacing of information shortages in supply or delivery of materials or shortage due to clerical or accounting error
     (4) cracking fracturing collapse or overheating of boilers economizers vessels tubes or pipes nipple leakage or the failure of welds of boilers
     (5) mechanical or electrical breakdown or derangement of machinery or equipment
     (6) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused

     unless
     (1) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
     (2) such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy
   - (d) (1) coastal or river erosion
     (2) subsidence ground heave or landslip
     (3) normal settlement or bedding down of new structures
     (4) wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates
     (5) the freezing solidification or inadvertent escape of molten material

2. Damage to:
   - (a) property as a result of its undergoing any process
   - (b) property in transit other than within the premises specified in the Schedule

3. Damage resulting from erasure or distortion of information on computer systems or other records:
   - (a) whilst mounted in or on any machine or data processing apparatus or
   - (b) due to the presence of a magnetic flux

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

4. Damage to:
   - (a) fixed glass
   - (b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
   - (c) electronic installations computers and data processing equipment
   - (d) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft or aircraft spacecraft or the like
   - (e) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
   - (f) plant machinery or equipment during installation removal or resetting (including dismantling and re-erection) if directly attributable to such operations
   - (g) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations or work being performed thereon

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

5. Damage to:
   - (a) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
   - (b) livestock growing crops or trees

6. Damage caused by or arising from
   - (a) any willful act or willful negligence on the part of the Insured or any person acting on his behalf
   - (b) cessation of work

7. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely
   (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
   (b) mutiny civil commotion assuming the proportions or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
   (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.
   For the purpose of Exclusion 7(c) above, "terrorism" means the use of violence for political ends includes any use of violence for the purpose of putting the public or any section of the public in fear
   (d) (1) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
   (2) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person
   Provided that the Insurers are not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by this policy
   (e) the destruction of property by order of any public authority
   In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a) (b) and (c) above any accidental loss destruction or damage is not covered by this insurance the burden of proving that such accidental loss destruction or damage is covered shall be upon the Insured

8. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
   (a) nuclear weapons material
   (b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 8(b) combustion shall include any self-sustaining process of nuclear fission

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

DEDUCTIBLES

This policy does not cover the amount of the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms conditions and provisions of this policy.
Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of the deductibles in the schedule.

CONDITIONS

1. IDENTIFICATION
   This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

2. MISDESCRIPTION
   If there be any material misdescription of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy.

3. CANCELLATION
   This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Insurer on 90 days written notice prior to that effect being given to the Insured, in which case the Insurer shall be liable to pay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

4. FORFEITURE
   All benefit under this Policy shall be forfeite
   (a) if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy
   or
   (b) if any claim be made and rejected and an action or suit is not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No.7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. SUBROGATION
   Any claimant under this Policy shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its 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 his indemnification by the Insurer.

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

If any difference shall arise as to the amount to be paid under this Policy such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the references and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority of powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon the Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. ALTERATION

The Insurance by this Policy shall cease if

(a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued, or

(b) the Insured's interest cease otherwise than by death, or

(c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. CLAIMS

On the happening of any damage in consequence of which a claim is or may be under this Policy, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting there from.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claims under this Policy shall be payable unless the terms of this condition

have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

10. TIME LIMIT

In no case whatever shall the Insurer be liable in respect of any claim under this Policy after the expiration of

(a) one year from the end of the Indemnity Period or, if later

(b) three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

11. REASONABLE PRECAUTIONS

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

UNNAMED LOCATION CLAUSE

This policy extends to cover unnamed locations with a sub-limit of NT$. subject to per occurrence of insured event by per location and also subject to 90 days declaration following the date of acquisition.

DEBRIS REMOVAL CLAUSE

It is hereby declared and agreed that the insurance of this policy shall include all costs and expenses necessarily incurred by the insured in removal of debris, dismantling or demolishing, shoring up or propping of the portions of property by the said items destroyed and damaged by fire or by any other peril hereby insured against. Provided the total amount recoverable under this clause shall in no case exceed 15% of the loss amount on property in respect of any item being not otherwise exhausted or Max. NT$ 10,000,000.- whichever is less for each loss.

REMOVAL COST OF POLLUTION FROM PERILS COVERED

Decontamination and Clean Up Expense If insured property is contaminated as a direct result of physical damage insured by this Policy 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 Additional Coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage.
The Company 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.

NEW ACQUISITIONS CLAUSE

Any other acquisition of any new situation or property shall be covered hereunder on a provisional basis. This provisional coverage shall commence at the moment that the Insured acquires for the first time an insurable participation in the new location(s) and shall cease 90 days after the date of the said first acquisitions or when reported to and accepted by the Insurers for the full policy limits, or the expiry of the policy, whichever occurs first. The cover provided in respect of such acquisitions is subject to 10% of each item or Max. NT$

FIRE FIGHTING EXPENSE CLAUSE

This policy covers the following expenses resulting from a peril insured against :
a. fire brigade charges and other extinguishing expenses for which the Insured may be assessed ;
b. loss of fire extinguishing materials expended.

The Limit of liability hereunder is NT$.- in the aggregate on the whole Policy.

80% CO-INSURANCE CLAUSE

Notwithstanding the clause of "UNDER INSURANCE" contained in this policy, whenever a sum insured is declared to be subject to the special condition of average, then if such sum shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against, be less than four-fifths (80%) of the value of the property insured for that amount the insured shall be considered as being his own insurer for the difference between the sum insured and the full value of the property insured at the time of such fire or at the commencement of such destruction or damage and shall bear a ratable share of the loss accordingly.

EXTRA EXPENSE CLAUSE

1. Extra expense incurred resulting from loss, damage, or destruction to property by any of the perils covered herein during the term of this policy.
2. Extra expense means necessary expense insured incur during the「period of restoration」that insured would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered cause of loss.
3. The total payments under this clause is limited to

PERSONAL EFFECTS CLAUSE

This Policy is extended to cover such personal effects and wearing apparel of any of the officials and employees of the insured for which the insured may elect to assume liability while located on business premises of the insured in accordance with the coverage hereof, but loss, if any on such property shall be adjusted with and payable to the employees. The limit of the company's liability under this extension is NT$2,000.-
per person and the maximum is NT$.- for all people.

OFF PREMISES CLAUSE

Notwithstanding anything contained herein to the contrary, it is agreed that regarding stock and/or property insured under this Policy, removal to other enclosed premises is allowed, provided that the company shall not be liable for an amount exceeding of 5% the total stock and/or property value at the time of loss or Max. NT$.- whichever is less.
This extension does not apply to stock:
1. Removal to customers premises.
2. Whilst in transit.
3. Removed to any where for exhibition.

PAYMENTS ON ACCOUNT CLAUSE

It is hereby agreed and declared that progress payments on account of any loss recoverable under this Policy will be made the insured at such stages as may be mutually agreed upon if desired provided that such payments are declared from the finally agreed claim settlement figures.

PREMISES CLAUSE

This Policy is extended to cover property described herein whilst in or on platform, alleys, yards, outbuildings and/or in the open air on the premises described herein.

VEHICLE LOAD CLAUSE

In the event of the Insured's vehicles being left loaded overnight whilst in and/on the premises described in the Schedule hereto the Company will indemnity the Insured in respect of such load in the event of loss or damage by any of the perils insured against this Policy. Subject otherwise to the terms, conditions and exceptions of this Policy.

PROFESSIONAL FEES CLAUSE

The insurance under this policy extends to cover Architects', Surveyors', and Consulting Engineers' fees necessarily incurred in the reinstatement of the property specified consequent upon its destruction or damage but not for preparing and claim, it being understood that the amount payable for such fees shall not exceed those authorized under the Scale of the Professional Charges of The Institution of Taipei Surveyors and/or the Association of Consulting Engineers as the case may be, or of the respective equivalent local body, subject

to 5% of the Total Loss Amount, or Max. NT$.-. whichever is less for each loss. The total liability under this policy for both loss to property and such fees shall not exceed the amount of the insurance applying under this policy to the property covered.

ALL OTHER CONTENTS CLAUSE

It is agreed that the term "ALL Other Contents" is understood to include:

(1) Money and stamps not otherwise specifically insured for an amount not exceeding NT$.-

(2) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labor expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding NT$.- in respect of any one document, manuscript or business book.

(3) Computer system records but only for the value of the materials together with the cost of clerical labor 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 for an amount not exceeding NT$

(4) Patterns, model, moulds, plans and designs, for an amount not exceeding NT$.- in respect of any one pattern, model, mould, plan or design and so far as they are not otherwise insured:
Provided the Limit of Liability is shown on the Schedule.

CARE, CUSTODY AND CONTROL CLAUSE

Liability for damage to property leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:

1. Premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work there on (but no indemnity is granted for damage to that part of the property on which the Insured is working which arise out of such work)
2. Employee' and visitors' clothing and personal effects premises tenanted by the Insured to the extent that Insured would be held liable in the absence of any specific agreement.

72-HOUR CLAUSE

It is agreed that any loss of or damage to the Insured Property arising during any one period of 72 consecutive hours, caused by flood, storm, tempest, water damage, earthquake, subsidence or collapse shall be deemed as a single event and therefore to constitute on occurrence with regard to the Retained Liability provided for in the Schedule.

FIRST LOSS INSURANCE CLAUSE (For Burglary)

It is hereby declared and agreed that the property covered against perils Insured under this Policy is based on First Loss Insurance. During Policy period, Loss, If any, due to burglary, will be indemnified on an actual loss basis and article 6, "Contribution clause" in the general conditions under this Policy does not apply. However, loss accumulated during the policy period shall not exceed the Total Sum Insured.

DEMOLITION AND INCREASED COST OF CONSTRUCTION CLAUSE

In the event of loss or damage under this policy that causes the enforcement of any law or ordinance regulating the construction, repair, or use of property, this Company shall be liable for :

a. the costs 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. increased cost of repair or construction 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 or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

d. any increase in the business interruption - loss of profits, extra expense, rental value and royalties loss arising out of the additional time required to comply with said law or ordinance.

e. The sub-limited under this clause is NT$.- for each loss, but the total liability under this policy for both loss to property and such fees shall not exceed the amount of the insurance applying under this policy to the property covered.

MACHINERY BREAKDOWN EXTENSION

The Insurers hereby agree with the Insured that the items (or any part thereof) entered in the Schedule, suffer any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit storm, or from any cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.
Provided that

(a) The limit of the Insurer's liability under this policy shall from part of the Schedule Limits of Liability.

(b) The Insurers shall not be liable for

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;

3. loss of or damage to exchangeable tools, e.g. dies, molds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants. fuels, catalysts;

3. loss or damage due to fire lightning, chemical explosion (expect flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar nature catastrophes;

4. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;

	5. loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not; 6. loss or damage arising out of the willful act or gross negligence of the Insured or his representatives; 7. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution , insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority; 8. any consequence of nuclear reaction, nuclear radiation or radioactive contamination; 11. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale); 12. consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage as provided herein; in any action, suit or other proceeding where the Insurers allege that, by reason of the provision of Exclusion 7 above, any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured. **LANDSLIDE AND SUBSIDENCE** It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the Insurance under this Policy shall extend to cover: Loss of or damage to the property insured directly caused by subsidence of the site or landslide, occurring within the period stated in the schedule. **Y2K EXLCUSION CLAUSE** This Policy does not cover Damage directly or indirectly caused by or contributed to by or consisted of or arising in whole or in part from (a) the way in which any Data Processing responds to or deals with or fails to respond to or fails to deal with any true calendar date (b) any Data Processing System responding to or dealing in any way with i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates whether such Data Processing System is the property of the Insured or not and whether operating before during or after the year 2000 but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril. DEFINITIONS “Data Processing System” shall mean any computer or data Processing equipment or media or microchip or integrated circuit or similar device or any computer software or computer firmware. “Defined Peril” shall mean: 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, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, subsidence, and impact by any road vehicle or animal“. **CYBER EXCLUSION CLAUSE** Property Damage covered under this Agreement shall mean physical damage to the substance of property. Physical damage to the substance of property shall not included 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 the Agreement: g. 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 damage to the substance of property shall be covered. h. 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. **WAR AND TERRORISM EXCLUSION ENDORSEMENT** Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excluded 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; (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 organization(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, 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 underwriters allege that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this Policy, the burden of proving the contrary shall be upon the Assured.
(巨&外 201)	**POLICY DEFINITIONS** The following words will have the same meaning attached each time they appear in this **Policy** in **bold** type face, whether with a capital

first letter or not.

Some **Sections** of this **Policy** contain additional definitions to the **Policy** definitions and have a specific meaning and relevance for that **Section**.

89. **Actual Value**
Means the replacement cost as new in respect of the damaged item at the time of loss.

90. **Average**
Means that if at the time of **Damage** the replacement cost (or where applicable the reinstatement costs), as new of the **Insured Property** is greater than the sum insured (or where applicable the **Declared Value**), the **Insured** will:

(d) be responsible for the difference in the value;
and
b) bear a proportionate share of the loss.

91. **Business**
The activities directly connected with the **Insured's Business** as specified in the **Policy Schedule**.

92. **Business Interruption**
Damage resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Insured Location** and any contract site(s) where the **Insured** is carrying out a contract in consequence of **Damage** to the **Insured Property** used for the **Business**.

93. **Claim**
Means **Loss/Losses**.

94. **Condition Precedent**
Is a condition that must be satisfied before the Insurer has any liability to indemnify the Insured in relation to a Claim and is a condition which continues to be effective throughout the Period of Insurance.

95. **Consequential Loss**
Includes but is not limited to consequential, exemplary, incidental, punitive and special damages; wasted management time; loss of anticipated savings; business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

96. **Damage**
Means direct physical loss or destruction of or damage to the **Insured Property** or as otherwise defined in the **Policy Section**.

97. **Declared Value**
Means the cost of reinstatement as new of the **Insured Property** applying at inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for;
a) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament, Bye Laws of any public or local authority;
b) professional fees;
c) debris removal costs.

98. **Deductible**
The amount to be deducted after the application of **Average** for each and every **Occurrence** at each separate **Insured Location** or following each and every separate atmospheric disturbance.

Unless the **Insurer** agrees otherwise the **Insured** shall not effect insurance for the amounts of the **Deductibles** stated herein without the **Insurer's** prior written agreement.

99. **Defined Peril / Special Peril**
The coverage as defined in each section, clause herein.

100. **Earthquake, Volcanic Eruption**
Earth movement due to a natural seismic disturbance caused by sudden movement of the earth's crust and including as a direct and immediate result of earthquake including:
i) Earthquake, Seaquake;
ii) Landslide;
iv) Earth sinking, rising, shifting, but not sinkhole;
or
iv) Tidal wave,Tsunami.

and/or
Volcanic eruption means;
explosion or effusion resulting from:
i) Airborne volcanic blast or airborne shock waves;
v) Ash, dust or particulate matter; or
iii) Lava flow.

101. **Flood**

Waves, tide or tidal water, rapid accumulation of surface waters, or the rising (including overflowing or breaking of boundaries) of lakes, reservoirs, rivers, streams or other bodies of water, howsoever caused. It is understood and agreed that, whenever used in this policy, Flood shall not include ensuing loss or damage resulting from fire, explosion or sprinkler leakage.

102. **Insured**
The persons, companies, partnerships or unincorporated associations named in the **Policy Schedule** as the **Insured.**

103. **Insured Location and or Insured Premises**
The location where the Insured Property is situated within the **Territorial Limits** unless otherwise endorsed hereon.

104. **Insured Property**
Shall mean all real and physical property of the **Insured** or held by the **Insured** in trust or for which the **Insured** is legally responsible as more fully described in the **Policy Section Schedules** at an **Insured Location** within the **Territorial Limits** unless otherwise excluded.

105. **Insurer**
MSIG-Mingtai Insurance Co., Ltd. underwriting this insurance and issuing this **Policy** and where applicable any **Other Insurer** as listed under the Schedule of Insurers. Subject to the Insurers Liability Clause.

106. **Local Policy / Local Insurer**
Wherever the term **Local Policy** or **Local Underlying Policy** appears in this **Policy** it is deemed to mean an insurance policy placed with a **Local Insurer(s)** in a territory where a policy is required by the **Insured** or to comply with legal requirements, for the **Insured's** benefit covering the same interests as this **Policy** (subject to the Difference in Conditions clause).

107. **Loss/Losses**
A potential loss, claimed loss, actual loss or circumstances which may give rise to a **Claim**.

108. **Occurrence**
Any one loss or series of Loss arising from one event.

109. **Other Insurer(s)**
Any other insurance company or underwriter subscribing to this insurance as listed under the Schedule of Insurers.

110. **Period of Insurance**
From the effective date until the expiry date (as stated in the **Policy Schedule**) or any period for which the **Insurer** may accept payment of a premium for this **Policy**.

111. **Policy**
The entirety of this **Policy** of insurance specified in the **Policy Schedule**, **Sections**, **Schedule(s), Specifications** and/or contained in any and all endorsements or amendments forming part of this **Policy** (whether or not such endorsements or amendments are agreed prior to this **Policy** of insurance coming into force or at any time thereafter).

All references to the terms of this **Policy** shall be construed as references to the entire **Policy** including all terms, conditions, **Conditions Precedent**, **Warranty**, exclusions, sum(s) insured, excesses, **Deductibles**, limits of liability, **Policy Loss Limit**, **Policy Schedule, Sections, Schedules, Specifications**, endorsements, amendments and any other written contractual provisions that form part of this **Policy**.

112. **Policy Loss Limit**
The total amount that the **Insurer** will pay for a single **Occurrence** under this **Policy** being the amount as stated in the **Policy Schedule**.

113. **Policy Schedule/ Section / Schedule / Specification**
The parts of this **Policy** which specify the **Insured's** details, the **Insured Premises,** the **Insured Property**, sum(s) insured/limits of liability and any **Deductibles** or excesses applying to this **Policy**.

114. **Terrorism** (unless otherwise defined herein)

*i) in respect of **Terrorism** United Kingdom of Great Britain only.*
*An act, including but not limited to the use of violence and/or 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 affect or influence or carry out any activities direct toward the overthrowing of influencing by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto and/or to put the public or any **Section** thereof in fear.*

ii) *in respect of **Terrorism** e*lsewhere other than the UK (unless amended by endorsement or **Section**).

For **Damage** occurring in any territory not specified in (i) above any act or acts including but not limited to:

g) the use or threat of force and/or violence
and/or
h) harm or damage to life or to property (or the threat of such property or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused by or occasioned by any person(s) or group(s) or persons or so claimed in whole or in part for any political religious ideological or similar purposes.

115. **Unoccupied / Unoccupancy**
Means any part of an **Insured Premises** which is not used or visited by the **Insured** or an authorised Employee of the **Insured**

on a day to day or regular basis for the purpose of the **Business.**

116. **Unattended**
Means any part of an **Insured Premises** temporarily not being attended to, looked after or watched over by the **Insured** or an authorised Employee of the **Insured** for the purpose of the **Business.**

117. **Warranty**
Means a condition which continues to be effective throughout the Period of Insurance and one with which the Insured must comply with. In the event of the Insured's non-compliance with any Warranty the Insurer may at its option, avoid the entire contract.

118. **Windstorm**
Named Windstorm
Named Windstorm is defined as:
(a) any storm or weather condition that has sustained wind speeds of minimum (SEVENTY FOUR) 74 miles per hour for a continuous period in excess of (SIXTY) 60 minutes, or

(b) any storm or weather condition that is declared by the U.S National Weather Service, the World Meteorological Organization Regional Specialized Meteorological Center (RSMC) or Tropical Cyclone Warning Center (TCWC) having regional responsibility, or any governmental agency or body having the authority to make such declarations to be a hurricane, typhoon, tropical sto cyclone.

Un-named Windstorm
Un-named Windstorm is defined as:
Is the direct action of wind when such wind is associated with, or occurs in conjunction with a storm or weather disturbance where the wind speed is in excess of (FORTY FIVE) 45 miles per hour for a continuous period in excess of (THIRTY) 30 minutes including:
(a) any substance driven by wind, and;
(b) tornadoes.

GENERAL POLICY CONDITIONS

1 Additional Insured's
Subject to the **Insurer's** prior agreement this **Policy** will extend to include additional insured's who have an insurable interest in the **Insured Property** provided that there is no increase in the sum insured / limit of indemnity as stated in the **Schedule(s)**.

2 **Aggregate / Sum Insured / Limit of Indemnity**
The **Insurer's** maximum sum insured / limit of indemnity in a single **Occurrence**, regardless of the number of **Insured Locations** or coverage's involved, shall not exceed the **Policy Loss Limit**, If a lesser sum insured / limit of indemnity is stated the lesser limit will apply.

The sum insured / limit of indemnity stated herein are part of and not in addition to the **Policy Loss Limit**.

In the event where an annual aggregate limit applies, such annual aggregate limits shall be the total annual aggregate limit for all **Policies** issued under this **Programme** by the **Insurer** and or **Other Insurers** and or **Local Insurer(s)** to the **Insured**.

The indemnity provided by this **Policy** may be reduced by the operation of the aforesaid annual aggregate provision consequent upon a **Claim** paid under this **Policy** and all other **Policies** issued to the **Insured** under this **Programme** during the **Period of Insurance**.

For the purposes of this clause, **Programme** means:
Any policy or series of policies issued to the **Insured** by the **Insurer** and or **Other Insurers** and or **Local Insurer(s)** anywhere in the world covering substantially the same interest(s) as this **Policy** during the same or similar **Period of Insurance** irrespective of **Insured Locations**.

3 Alteration
The **Insurer** has the option to avoid this **Policy** or any part thereof from inception of this insurance where:
d) there has been any alteration to the **Insured Property** and/or the **Insured Premises** and/or the **Business** after the effective date of this insurance which increases the risk of liability or **Damage**;
or
e) the **Insured's** interest ceases except by operation of law;

unless the **Insurer** has provided prior written confirmation that the **Insurer** has accepted the alteration.

4 **Automatic Reinstatement of the Sum Insured / Limit of Indemnity**
The sum insured / limit of indemnity stated in the **Policy Schedule**, **Schedule** or **Specifications** will be automatically reinstated and will not be reduced by the amount of any **Claim** unless the **Insurer** or the **Insured** give notice to the contrary. (Automatic Reinstatement does not apply to Section H)

However, In the event of **Average or First Loss Average** being applied to any **Claim** adjustment there shall be no automatic reinstatement and the sum insured / limit of indemnity. The sum insured / limit of indemnity will be reduced by the amount of any **Claim** unless the **Insurer** agrees to such reinstatement and the **Insured** pays the additional premium required by the **Insurer** to reinstate the sum insured / limit of indemnity.

5 **Cancellation**

a) By the **Insured**.
The first named **Insured** as shown in the **Policy Schedule** may cancel the **Policy** at any time by giving the **Insurer** at least FIFTEEN (15) days notice in writing in advance of the date upon which the cancellation is to take effect.

b) By the **Insurer**.
The **Insurer** may cancel this **Policy**:

vii) by sending notice to the **Insured** at the **Insured's** last known address or via the **Insured's** insurance adviser by recorded delivery and such cancellation shall become effective at midnight on the FIFTEENTH (15) day after the **Insurer** issues the notice of cancellation;

viii) for non payment of premium.

In the event of cancellation any return premium shall be calculated on a pro rata basis or as otherwise agreed by the **Insurer**.

However, the **Insurer** will not refund any instalment and/or minimum and deposit premium.

Notwithstanding the above the full **Policy** premium shall become payable to the **Insurer** in the event of a loss which gives rise to a valid **Claim** under this **Policy** prior to the date of cancellation.

6 **Claims/Loss Reporting and Control Requirements**

If the **Insured** fails to fulfil any of the following conditions the **Insured** may lose the right to indemnity or payment for that **Claim** and, in the event that the **Insurer** has made any payment on account, if the **Insured** fails to comply with the following the **Insured** will repay to the **Insurer** such monies within THIRTY (30) days of the **Insurer's** request for such repayment.

Upon the discovery of any loss**,** the **Insured** must at the **Insured's** expense:

l) tell the **Insurer** about the **Loss** as soon as reasonably practicable but in any event no later than FIFTEEN (15) days thereafter but SEVEN (7) days in respect of riot;

v) for a **Claim** under **Section** B or when applicable any other section covering Business Interruption, tell the **Insurer** not later than THIRTY (30) days after the end of the expiry of the Indemnity Period or such time as the **Insurer** may allow.

In addition to reporting a **Loss** as in i) or ii) above the **Insured** must immediately upon discovery or as soon as reasonably practicable:

g) no later than TWENTY FOUR (24) hours after the discovery of the **Loss** notify the Police of the **Damage** caused by riot, civil commotion, malicious persons or thieves;

protect the **Insured Property** from further **Damage** and take any action reasonably practicable to minimise or avoid any further **Damage** or interruption of or interference with the **Business**;

pass to the **Insurer** unanswered immediately all communications from third parties in relation to any event which may result in a loss under this **Policy**;

provide the **Insurer** with the details of any other insurance covering the **Damage**;

h) provide the **Insurer** with books, records and documents the **Insurer** requires to assess the **Insured's Claim**.

The **Insured** must as soon as reasonably practicable provide the **Insurer** with all information in the **Insured's** possession or under the **Insured's** control of a potential **Loss** or circumstances which may give rise to a **Claim** known to the **Insured** notified in accordance with the above and the **Insured** shall thereafter keep the **Insurer** fully informed as regards all developments relating to the **Loss** as soon as they occur or such further time that the **Insurer** may allow.

If **Damage** occurs which may lead to a **Claim**, the **Insurer** may:

a) enter and take possession of the damaged **Insured Property**;

b) take possession of or require the **Insured** to deliver to the **Insurer** the damaged **Insured Property** which the **Insurer** will deal with in a reasonable manner without incurring liability or reducing the **Insurer's** rights.

The **Insurer** will not pay for **Damage** if the **Insured** or anyone acting on the **Insured's** behalf:

a) does not comply with the **Insurer's** requirements;

b) hinder or obstruct the **Insurer**.

The **Insured** is not entitled to abandon any property to the **Insurer**.

The **Insured** must not admit, repudiate liability nor offer to settle, compromise make payment which may result in a loss or pay any **Claim** under the **Policy** without the **Insurer's** prior written agreement.

The **Insurer** shall have the right at any time to take full control of the investigation, adjustment and settlement of any **Claim** notified as aforesaid and the **Insurer** may appoint any other person or persons to act on the **Insurer's** behalf for such purpose and any settlement agreed by the **Insurer** shall be binding on the **Insured**.

The **Insured** shall co-operate fully with the **Insurer** and any other person or persons designated by the **Insurer** in the investigation adjustment and settlement of any **Claim** notified to the **Insurer** as aforesaid, and the **Insured** shall not without first consulting with the **Insurer** or the **Insurer's** appointed representatives litigate any such **Claim**.

In the event of a **Claim** hereunder the **Insured** shall be responsible for reporting the loss to the **Insurer** and all **Other Insurers**.

Where applicable it is further understood and agreed that when the **Insured** requests the **Insurer** for payment in settlement of any **Claim(s)** hereunder the **Insurer's** payment shall take place on the same day as payment in settlement for the same **Claim** is made to the **Insured** under the **Local Policy** and or by any **Other Insurers**.

7 **Contract Rights (Third Parties)**

A 'person' who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 **Contribution**

Where any loss destruction **Damage** or liability covered by this **Policy** is also covered by another policy (or would be but for the existence of this **Policy**) the **Insurer** will only pay a rateable share of the loss.

If the other insurance is subject to a condition of average and this **Policy** is not, this **Policy** will become subject to the same condition of average.

If the **Insured Property**, covered by any other insurance is subject to a provision excluding proportional payment in whole or in part the payment the **Insurer** makes will be limited to the proportion of loss destruction or **Damage** as the sum insured / limit of indemnity bears to the value of the **Insured Property**.

9 **Discharge of Liability**

The **Insurer** may at any time pay the sum insured / Limit of Indemnity or the (after the deduction of any sum already paid) or any less amount for which a **Claim** can be settled and the **Insurer** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

10 **Fraud**

If any **Claim** made by the **Insured** or anyone acting on the **Insured's** behalf to obtain any **Policy** benefit shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof no compensation shall be payable hereunder.

11 **Hire Agreements**

In consequence of **Insured Property** under this **Policy** being the subject of hire agreements it is understood and agreed that the interest of the owners is deemed to be included in the protection afforded by this insurance it being understood that the **Insured** shall declare the name of any other interested party in the event of **Loss**.

12 **Identification**

Unless otherwise stated any word or expression to which a specific meaning has been attached in any part of this **Policy** shall bear the same meaning wherever it may appear.

13 **Lenders Interests**

The **Insurers** note the interest of mortgagees, bankers, lenders and others with an insurable interest in the **Insured Property**.

14 Non Disclosure

This **Policy** shall be voidable if there has been any misrepresentation, incorrect description or non disclosure in any material particular by the **Insured** or anyone acting on the **Insured's** behalf.

15 **Non-Invalidation**

This insurance shall not be invalidated by any inadvertent act, omission or alteration by the **Insured** whereby the risk of **Damage** is increased unknown to and or beyond the **Insured's** control provided that immediately, and in any event not more than FIFTEEN (15) days thereafter, the **Insured** becomes aware thereof shall give the **Insurer** notice and pay any additional premium in accordance with the Premium Payment Clause.

16 **Premium Adjustment**

If any part of the premium is calculated on estimates furnished by the **Insured**. The **Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such record. The **Insured** shall within ONE (1) month or if the **Insurer** agrees to some other period of time, from the expiry of each **Period of Insurance** furnish the **Insurer** with such particulars and information as the **Insurer** may require. The premium for such **Period of Insurance** shall thereupon be adjusted and the difference paid by or allowed to the **Insured** as the case may be subject always to any minimum premiums stipulated.

17 **Reasonable Precautions**

The **Insured** must take all reasonable care:

a) to prevent injury, accident or damage;
b) to observe and comply with statutory or local authority laws, bye laws, obligations or requirements;
c) to maintain the **Insured Property** in efficient and safe working order;
d) to make good or remedy any defects or danger which becomes apparent and take such additional precautions as circumstances may require;
e) in the selection and supervision of Employees.

18 **Replacement or Reinstatement Clause**

Unless otherwise stated in the **Schedule** in the event of **Damage** the basis upon which the **Insurer** will calculate the amount the **Insurer** will pay for any **Claim** will be the reinstatement of the **Insured Property Damaged** subject to the following conditions;

g) If the **Insured Property** under any Buildings, Machinery and Plant, Tenants Improvements or other items described in the **Schedule**, but not pedal cycles, personal items, rent or motor vehicles if insured is lost or destroyed the **Insurer** will pay for its rebuilding or replacement in a similar condition as good as but not better or more extensive than its condition when new;

h) If such **Insured Property** is **Damaged**, the **Insurer** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than its condition when new;
However the **Insurer** will not pay more than the **Insurer** would have done if the property had been completely destroyed;

c) Without increasing the **Insurer's** liability the **Insured** may replace the **Insured Property** on another site and in a suitable manner to suit the **Insured's** needs;

d) All work must be carried out and completed as soon as possible;

e) If at the time of rebuilding or replacement, EIGHTY FIVE (85)% of what it would have cost to replace the whole **Insured Property** under that item, is greater than the sum insured at the time the **Damage** occurred the **Insured** will be liable to bear a proportionate share of the loss.

The **Insurer** will not pay under this clause:

i) until the **Insured** have incurred the cost of replacing or repairing the **Insured Property**;

ii) if the **Insured** or someone acting on the **Insured's** behalf have insured the property under another policy which does not have a similar basis of reinstatement.

19 **Rights of the Insurer**

On the happening of **Damage** for which a **Claim** is or may be made under this **Policy,** the **Insurer**, and every person authorised by the **Insurer,** may without thereby incurring any liability and without diminishing the **Insurer**'s right to rely upon any conditions of this **Policy**, enter take or keep possession of the building or **Insured Premises** where the **Damage** has happened and may take possession of, or require to be delivered to them, any of the **Insured Property** and may keep possession of and deal with such **Insured Property** for all reasonable purposes and in any reasonable manner.

The **Insured** hereby agrees that this clause gives the **Insurer** licence to inspect the **Insured Premises** at any time during the **Period of Insurance** and that the **Insured** shall co-operate fully with the **Insurer** and any other person or persons designated by the **Insurer** in the inspection.

This condition shall be evidence of the **Insurer's** leave and licence so to do. If the **Insured** or anyone acting on the **Insured's** behalf shall not comply with the **Insurer's** requirements or shall hinder or obstruct the **Insurer** in doing any of the above mentioned acts then all benefit under this **Policy** shall be forfeit.

The **Insured** shall not in any case be entitled to abandon any **Insured Property** to the **Insurer** whether taken possession of by the **Insurer** or not.

20 **Salvage**

All salvages, recoveries and payments recovered or received subsequent to a claim settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto. Unless otherwise agreed in writing between the **Insured** and the **Insurer** all salvage shall remain the property of the **Insurer**.

21 **Subrogation**

If the **Insurer** becomes liable for any payment under this insurance for a loss, the **Insurer** shall be subrogated to the extent of such payment to all the rights and remedies of the **Insured** against any party for such loss and the **Insurer** shall be entitled, at the **Insurer's** own expense, to sue in the **Insured's** name. The **Insured** shall give to the **Insurer** all such assistance in the **Insured's** power as the **Insurer** may require to secure the **Insurer's** rights and remedies either before or after indemnification.

23 Waiver of Subrogation Rights

In the event of a **Claim** arising under this **Policy**, the **Insurer** agrees to waive any rights remedies or relief to which the **Insurer** might become entitled by subrogation against;

a) any company whose relationship to the **Insured** is either a parent to a subsidiary or subsidiary to parent;

b) any company which is a subsidiary of a parent company of which the **Insured** are a subsidiary;

at the time of the **Damage,** as defined in or within the meaning of the relevant Companies Act or as defined in similar legislation.

The **Insurer** will not exercise any such rights against any of the **Insured's** employee(s) and or Tenant unless the **Claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee(s) or Tenant.

GENERAL POLICY EXCLUSIONS

1 Biological or Chemical Materials Exclusion

This **Policy** excludes **Damage** cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 **Electronic Data Exclusion**

a) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is understood and agreed as follows;

i) This **Policy** does not insure **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.

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.

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':

ii) However, in the event that a peril listed below 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 **Period of Insurance** to **Insured Property** by this **Policy** directly caused by such Listed Peril: fire, explosion.

Electronic Data Processing Media Valuation
Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto it is understood and agreed as follows;

Should electronic data processing media insured by this **Policy** suffer loss **Damage** insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation.

These costs will not include research and engineering or any costs of recreating gathering or 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.

This **Policy** excludes **Damage** cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with person or persons whether identified or not responsible for or involved with creating a Computer Virus or Similar Mechanism or a Denial of Service Attack unauthorised access to or use of Computer and Electronic Equipment.

3 **Electronic Date Recognition Exclusion**

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;

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 **Insured's** property or not;

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 **Insured's** property or not.

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.

4 **Micro-Organism Exclusion**

This **Policy** does not insure any loss, **Damage**, **Claim**, cost expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or
description including, but not limited to, any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

m) **Damage** to **Insured Property**;
n) any contingency or cause whether or not contributing concurrently or in any sequence;
o) any loss of use occupancy or functionality ;
p) any action required including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion supersedes and replaces any provision either in whole or in part in this **Policy** that provides insurance for these matters.

5 **Pollution or Contamination Exclusion**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss resulting from pollution or contamination except (unless otherwise excluded) loss resulting from **Damage** to **Insured Property** or any part thereof used by the **Insured** at the **Insured Premises** for the purpose of the **Business** caused by:

a) Pollution or contamination at the **Insured Location** which itself results from 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, earthquake, storm, flood, bursting overflowing discharging or leaking of water or oil, from any tanks apparatus, pipes or appliance, or impact by any road vehicle or animal;

b) Any of the perils listed in (a) above which itself results from pollution or contamination.

6 **Pool and Schemes Exclusion**

This **Policy** does not cover loss, destruction or damage, or any **Consequential Loss** resulting therefrom, which can be insured

against under any government scheme or official obligatory pool except, where such loss, destruction or damage is so insured, as regards any difference between the amount recoverable under such scheme or pool and the amount which would have been recoverable hereunder had this exclusion not been incorporated herein.

7 **Radioactive Contamination and Explosive Nuclear Assemblies Clause**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
In no case shall this insurance cover:

1.property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association;

or

2.Loss, **Damage**, liability or expense directly or indirectly caused by or contributed to by or arising from:

5) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
7) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this sub-clause d. Does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the **Insured Property** and are being prepared, stored or used in the normal course of operations by the **Insured** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

3.[Notwithstanding 2 above, cover is provided hereunder in respect of the following exposures:] NONE.

8 **Sonic Bang Exclusion Clause**

Notwithstanding anything to the contrary contained herein this Insurance does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic, supersonic or hypersonic speeds.

9 **Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance 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 act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This clause 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 any act of **Terrorism**.

If the **Insurer** alleges 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**.

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

10 **War Civil War Exclusion**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover any liability assumed by the **Insured** for loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, 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 any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are **Terrorism**.

11 **Earthquake in Japan Exclusion**

This **Policy** does not cover **Damage** or **Consequential Loss** caused by or arising from **Earthquake** in Japan

12 **Flood in the Netherlands Exclusion**

This **Policy** does not cover **Damage** or **Consequential Loss** caused by or arising from Flood in The Netherlands

13 **Storm Surge in Germany Exclusion**

This **Policy** does not cover **Damage** or **Consequential Loss** caused by or arising from **Storm Surge** in Germany

A **Storm Surge** shall mean any event or series of events which shall cause the water level to exceed the local average high water at the North Sea coast or the mean level at the Baltic Sea coast by at least 1.5 metres

A **Storm Surge** will be declared by the Federal German Office for Maritime Shipping and Hydrography (Bundesamt für Seeschifffahrt und Hydrographie) or other appropriate authority

CONDITIONS PRECEDENT

The following Conditions Precedent ONLY apply in circumstances where the **Insured** is responsible for all or any of the situation(s) as described in Clauses 1, 2, 3, 4, 5, 6 and 7 below and if the **Condition Precedent** has a '**Y**' set against it in the **Policy** or **Section Schedule**. At inception of this **Policy** or as amended by the **Insurer** in writing, the following **Condition Precedent** are deemed to continue throughout the **Period of Insurance**.

1 **Automatic Fire Alarm Condition**

In respect of **Insured Premises** which are protected by an automatic fire alarm installation, it is a condition of the **Insurer's** liability

that the **Insured** hereby undertakes to:

a) make a test at least once a week for the purposes of ascertaining the condition of :
(i) the batteries and;
(ii) the Fire Brigade connection;
Note 1: *As regards (ii) where the Fire Brigade have given a written undertaking to carry out the tests* the ***Insured's*** *responsibility will be confined to requirement (i).*
Note 2: *Where the Fire Brigade connection is not continuously monitored test (ii) must be made every weekday (holidays excepted).*

b) make a test every weekday (holidays excepted) for the purposes of ascertaining the condition of all detector circuits;
Note 3: *Where the detector circuits are continuously monitored or such that one break of wires will not prevent a fire alarm being given (e.g. a ring circuit) this test need not be made.*

c) obtain promptly a quarterly report from the Installing Engineers and to remedy any defect revealed and to file such report ready for examination by the **Insurer's** representative when required;

d) send promptly a notification to the Installing Engineers of any serious disablement disconnection or temporary disuse from any cause of the installation (except during the actual testing) and to file a copy of the same with a memorandum of the duration of time the installation was inapplicable ready for the examination of the **Insurer's** representatives when required;

e) notify the **Insurer** immediately of the removal of any Automatic Fire Alarm installation.

2 **Fire Appliances Maintenance Condition**
The **Insured** must maintain the Fire Extinguishing Appliances located in the **Insured Premises** in full working order. Nevertheless this **Policy** shall not be invalidated by any defect in any of the Fire Extinguishing Appliances due to circumstances unknown to the **Insured** or beyond the **Insured's** control.

3 **Fire Proof Doors Condition**
All fireproof doors and shutters will be maintained in efficient working order and closed in the correct manner outside of business hours. All doors, door openings, stairways, stairwells and/or fire escape stairways and stairwells shall be kept clear and unblocked at all times both during and outside of business hours.

4 **Intruder Alarm Condition**
At the start of this insurance and after the start of this insurance the Intruder Alarm installed in the **Insured Premises** shall be:
a) installed in accordance with the intruder alarm specification and no alteration or variation of the system or any structural alteration to the **Insured Premises** which would affect the system shall be made without the **Insurer's** written consent;
b) in full and efficient working order at all times and serviced under the maintenance contract with the installing engineers or as otherwise approved by the **Insurer**;
c) tested and set whenever the alarmed portion of the **Insured Premises** are closed for **Business** or not attended by the **Insured** or any person authorised by the **Insured** to be responsible for the security of the **Insured Premises**;
d) as soon as the **Insured** discovers or becomes aware of any defects in the security alarm system such defects must be promptly remedied.

Provided that in any event the **Insurer** shall not be liable under **Section** C for any loss occasioned by Theft subsequent to the **Insured** receiving a written notification from:
i) an intruder alarm Installer that the maintenance contract is suspended;
ii) the relevant Police Authority that alarm signals from the **Insured Premises** will no longer be answered.

This **Policy** will not be invalidated by any defect in the said alarm or installation due to circumstances beyond the **Insured's** control arising after the alarm has been properly set.

Definition of Intruder Alarm:
The component parts detailed in the alarm specification and the lines of communication used to transmit signals.

5 **Protections Condition**
At the start of this insurance and after the start of this insurance:
a) all security protections in place at the **Insured Premises** or subsequently installed whether or not agreed by the **Insurer** shall not be withdrawn altered or varied without the **Insurer's** prior written consent and shall be maintained in proper working order and put into full and effective operation whenever the **Insured Premises** are closed for business and/or left unattended;

b) whenever the **Insured Premises** are closed for business and/or left unattended all measures provided to protect the **Insured Premises** are properly fitted, maintained in good order and kept in full operation throughout the **Period of Insurance**;

c) whenever the **Insured Premises** are closed for **Business** or left unattended any keys for the **Insured Premises** and or any Intruder Alarm Installation and or safes and or strongrooms and or any other secured area or device in which **Insured Property** is kept are to be removed from the **Insured Premises**.

as soon as the **Insured** discovers or becomes aware of any defects in the protections such defects must be promptly

remedied.

6 **Sprinkler Maintenance Condition**

For the installation(s) of Automatic Sprinkler Systems installed at the inception of this **Policy** or subsequently installed whether or not agreed by the **Insurer** and/or required and/or approved by the **Insurer** and provided that the maintenance and testing of the system is under the **Insured's** control or is the **Insured's** responsibility the **Insured** undertakes to keep a log of all test results and to:

a) make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valve controlling the individual water supplies and the installation are fully open;

b) make quarterly or half-yearly test if required by the **Insurer** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test;

c) make a test every weekday (holidays excepted) of:

i) the Brigade connection;

ii) the circuit between the alarm switch and the control unit ; and

iii) the batteries for each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade;

Note 1: it is permissible for test (i) to be carried out by the Fire Brigade are prepared to give a written undertaking to perform the duty;

Note 2: where the circuits in (i) and (ii) are continuously monitored tests need only be made once per week

d) remedy promptly any defect revealed by such tests;

e) notify the **Insurer** before any installation is rendered inapplicable or immediately in the event of an emergency;

f) allow the **Insurer** access to the **Insured Premises** at all reasonable times for the purpose of inspecting the sprinkler installation;

g) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order.

7 Hot Work Condition

Hot Work *shall be defined as any temporary or permanent operation that involves open flames or produces heat and/or sparks. This includes, but is not limited to, brazing, cutting, grinding, soldering, torch-applied roofing and welding.*

Any work or activity, involving the application of heat is to be undertaken by qualified persons and a documented Hot Work procedure provided, outlining the following minimum requirements which shall apply to all employees and contractors. The insured shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other damage.

(b) All supervisory and safety systems including but not limited to Automatic Sprinkler Installations shall not be deliberately or knowingly impaired during the conduct of the Hot Work unless it is a manufacturers' specification that such impairment is necessary and an appropriate risk assessment has been undertaken.
Where there is a planned impairment to a fixed fire protection system, notification to Generali UK shall be provided at least 48 hours in advance of the impairment. (Notification can be made by phone or e-mail.)

(b) The Hot Work area shall be clear of combustible materials. All combustible materials which are located within TEN (10) Metres from the application of heat and cannot be removed, including stored products, building components, equipment and openings in walls, shall be fully protected with non-combustible screens or fire rated blankets.

(d) Equipment for Hot Work is checked and in good repair. The lighting of all equipment for Hot Work shall be carried out strictly in accordance with the manufacturer's instructions with no piece of lighted equipment left unattended

(d) Gas cylinders not required for immediate use shall be stored external to buildings in a dedicated caged area. Cylinders shall be secured at all times whether or not in use.

(e) A trained person not directly involved with the Hot Work shall provide a continuous fire watch during the period of the Hot Work. A fire watch shall also be provided during any break or lunch periods whilst the Hot Work permit is active.

(h) Post monitoring of the Hot Work and immediate surrounding areas shall be undertaken for a minimum of ONE (1) hour after completion of Hot Work activities, which shall include inspection of at least every FIFTEEN (15) minutes during the one hour monitoring period to identify any smouldering fires. Automatic fire detection/protection systems should be reinstated during the monitoring period.

(i) There shall be at least ONE (1) fire extinguisher with a capacity of not less than NINE (9) litres, available for immediate use in the area where the work is to be undertaken. Fire extinguishers installed for normal building/area coverage shall not be used for this purpose.

The Insured must ensure that contractors have public liability insurance in force covering the term of the work and must confirm the same through a copy of the contractors Certificate of Insurance.

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SECTION 1 MATERIAL LOSS OR DAMAGE

INDEMNITY

In the event of any accidental physical loss destruction or damage (hereinafter in Section 1 refereed to as "Damage" with "Damaged" having a corresponding meaning) directly from a peril not otherwise excluded in the Policy happening in Taiwan to the Property insured described in Section 1 the Insurers(s) will subject to the provisions of this Policy including the limitation on the Insurer(s) liability, indemnify the Insured in accordance with the applicable Basis of Settlement.

Subject to the liability of the Insurer(s) not being increased beyond the Limit(s) or Sub-Limits of Liability already stated herein, the Insurer(s) will also indemnify the Insured for :

(a) architects', surveyors', consulting engineers', legal and other fees and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon Damage to the Property hereby insured but no such costs, fees and salary for preparing any claim hereunder.

(b) any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority; where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder; provided that the Insurer(s) shall not be liable for payment of any fines and/or penalties imposed upon the Insured by any such Authorities.

(c) costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the vicinity of the Property Insured or threatening to involve such property or for the purpose of preventing or diminishing imminent damage to the Property Insured by any other peril insured against by this Policy

(d) costs and expenses necessarily and reasonably incurred for the temporary protection and safety of the Property Insured pending repair or replacement consequent upon damage recoverable hereunder.

(e) costs of replacing locks and/or keys and/or combinations where if as a result of burglary, theft or any attempt thereat the keys and/or combinations are stolen or if there are reasonable grounds to believe the keys may have been duplicated also the cost of opening safes and/or strongrooms as a result of theft of keys and/or combinations.

(f) costs and expenses necessarily and reasonably incurred in respect of :

(i) the removal, storage and/or disposal of debris or the decontamination, demolition, dismantling, shoring up, propping, underpinning or other temporary repairs consequent upon Damage to Property Insured and occasioned by a peril or event not otherwise excluded;

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

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

PROPERTY INSURED

All real and personal property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any Damage, including all such property in which the Insured may acquire an insurable interest during the Period of Insurance.

It is understood and agreed that the term "personal property" shall include Money (which shall mean current coin, bank notes, currency notes, cheques, travellers cheques, securities, negotiable instruments, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines) whilst contained in the Situation including whilst in transit and whilst contained in the night safe of any bank or financial situation where the Insured transacts business and in the personal custody of the Insured and/or persons authorised by the Insured whilst contained in their private residences, anywhere within the Situation Provided that the liability of the Insurer(s) shall not exceed the Sub-Limit of Liability for Money.

BASIS OF SETTLEMENT

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

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

(b) On raw materials, supplies and other merchandise not manufactured by the Insured; the replacement cost at the time and the place of replacement or, if such property is not replaced, the value thereof at the time and place of the Damage.

(c) On material in process of manufacture; the replacement value of the raw materials and the value of labour and other overhead charges expended thereon at the time and the place of the Damage.

(d) (i) On finished goods; the replacement value of the raw materials and the value of labour and other overhead charges expended thereon before any allowance for profit or the cost of re-stocking such goods, whichever is the lesser.

(ii) On goods but not delivered for which the Insured is responsible and with regard to which, under the conditions of sale, the sale contract is by reason of the Damage cancelled, either wholly or to the extent of the Damage; the contract price.

(e) On computer systems records, including documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records same, including information contained therein or thereon but excluding the value to the Insured of the said information; or, if such is not required, the replacement cost of materials as blank stationery at the time and place of the Damage.

(f) On patterns, models, moulds, dies or lasts; the cost of repair or replacement (if actually replaced) otherwise the indemnity value to the Insured of such property.

(g) On glass, the cost of repairing or replacing the broken glass including:

* temporary shuttering and/or hiring of security service pending
* signwriting or ornamentation on glass
* replacement burglar alarm tapes on glass
* removing and re-fixing of window and show case frames and fittings
* heat reflecting material or process on glass

(h) On empty premises awaiting demolition; the salvage value of the building materials and/or landlords fixtures and fittings.

MEMORANDA TO SECTION 1

Except to the extent that this Policy is hereby modified under the following Memoranda the terms, conditions and limitations of this Policy shall apply.

INTERESTS OF OTHER PARTIES

The insurable interest of all parties interested in the Property Insured shall be automatically included without notification or specification; the nature and extent of such interest to be disclosed in event of Damage and the Insurer(s) shall waive all rights of subrogation which may otherwise have existed against such parties.

Where this Policy 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(s) and on demand pay such reasonable additional premium as the Insurer(s) may require.

Notwithstanding the foregoing paragraph it is understood and agreed that in the event of any of the parties referred to herein being entitled to the benefits of any 'Concessions Agreement' which it may have entered into with the Insurer(s), the said Concessions Agreement' will take precedence over the foregoing paragraph.

BRANDED GOODS

Any salvage of branded goods and/or merchandise, the Insured's own or held by the Insured in trust or on commission, and/or goods sold but not delivered, shall not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the Damage will be assessed at the value agreed between the Insured and the Insurer(s) after brands, labels or names have been removed by or on behalf of the Insured.

DECLARED VALUES

The Schedule of Declared Values at each Location (in accordance with the applicable Basis of Settlement) attaches to and forms part of this Policy for the purpose of the application of the Acquired Companies and New Location memoranda.

It is specifically understood and agreed that, with respect to the declared values of Property Insured in accordance with the Basis of Settlement, such declared values shall not include any allowances for Extra Cost of Reinstatement and any of the costs and expenses referred to under clause (b) to (f) of The Indemnity.

REINSTATEMENT OR REPLACEMENT

(Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items (b) to (h) under Basis of Settlement).

The basis upon which the amount payable is to be calculated shall be the cost of reinstatement of the Damaged Property Insured at the time of its reinstatement, subject to the following Provisions and subject also to the terms, Conditions and Limit(s) or Sub-Limit(s) of Liability of this Policy.

For the purpose of the insurance under this memorandum "reinstatement" shall mean :

(a) Where property is lost or destroyed : in the case of a building, the rebuilding thereof or in the case of property other than a building, the replacement thereof by similar property : in either case in a condition equal to, but not better or more extensive than, its condition when new.

(c) Where property is damaged; the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but no better or more extensive than, its conditions when new.

Provisions

(i) The work of rebuilding, replacing or restoring as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Insured, but subject to the liability of the Insurer(s) not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Insurer(s) shall not be liable to make any payment greater than the indemnity value of the Damaged Property Insured at the time of the happening of the damage.

(iii) When any Property Insured to which this memorandum applies is Damaged in part only, the liability of the Insurer(s) shall not exceed the sum representing the cost which the Insurer(s) could have been called upon to pay for reinstatement if such property had been wholly destroyed.

EXTRA COST OF REINSTATEMENT

(Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items (b) to (h) under Basis of Settlement).

This Policy extends to include the extra cost of reinstatement (including demolition or dismantling) of Damaged Property Insured necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority; subject to the following Provisions and subject also to the terms, Conditions and Limit(s) or Sub Limit(s) of Liability of this Policy.

Provisions

(iv) The work of reinstatement (which may be carried out wholly or partially upon any other site(s), subject to the liability of the Insurer(s) not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Insurer(s) shall not be liable to make any payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated herein.

(v) The amount recoverable shall not include the additional cost incurred in complying with any such Act, Regulation, By-Law or requirement with which the Insured had been required to comply prior to the happening of the Damage.

(vi) Co-insurance shall not be applied to the amount recoverable under this memorandum and any amount specified shall not be taken into account for co-insurance purposes in terms set out in any clause contained in this Policy.

FLOOR SPACE RATIO INDEX (PLOT RATIO)

In the event of the buildings being damaged so as to constitute total loss or constructive total loss and as a result of the exercise of statutory powers and/or authority by any Government Departments, Local Government or any other Statutory Authorities reinstatement of the building as before is prohibited and reinstatement is only permissible subject to a reduced Floor Space Ratio Index and the payment of certain fees and contributions as pre-requisites for consent to reinstatement.

The Insurer(s) agree(s) to pay in addition to any amount payable on reinstatement of such building(s) the difference between :
(a) the actual cost of reinstatement incurred in accordance with the reduced floor space ration index and

(b) the cost of reinstatement which would have been incurred had a reduced floor space index not been applicable.

In arriving at the amount payable under (a) and (b) above any payments made by the Insurer(s) shall include the extra cost of reinstatement, including demolition or dismantling of the Property Insured, necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made thereunder or any By-law or Regulation of any Municipal or other Statutory Authority.

Any payment made for the difference between (a) and (b) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Insured in the reinstatement of the building(s).

OUTPUT REPLACEMENT

Where any Property Insured hereunder constitutes property which has a measurable function, capability or output and it is, or may become, necessary to replace such property with a new item or items which perform(s) a similar function or functions then such property shall be valued for insurance purposes as follows, and the value(s) for settlement of any claim in respect thereof shall be on the same basis:

(c) Where any Damaged Property Insured is to be replaced by an item or items which have the same or a lesser total function, capability or output, then the insurable value of such Damaged Property Insured is the new installed cost of such replacement item or items as would give the same total function, capability or output as the Damaged Property Insured.

(d) Where any Damaged Property Insured is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is no greater than the replacement value of the Damaged Property Insured, then no deductions shall be made from any claim for the improved function, capability or output of the replacement property.

(c) If any Damaged Property Insured is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is greater than the replacement value of the Damaged Property Insured, then the insurable value of such Damage Property Insured is either.

(iv) the estimated cost of reinstatement of such Damaged Property Insured as defined in sub-clause (a) of the Reinstatement and Replacement Memorandum,

or

(v) that proportion of the new installed cost of the replacement item or items which the output of the Damaged Property Insured bears to the output of the replacement item or items;

whichever amount is the greater.

The difference between the insurable value as defined in this memorandum and the new installed cost of the replacement item or items shall be borne by the Insured.

Provided that where any Damaged Property Insured is to be repaired the Insurer(s) shall pay the cost of restoration of the Damaged Property Insured to a condition substantially the same as, but not better or more extensive than, its condition when new and the liability of the Insurer(s) shall not exceed the sum representing the cost which the Insurer(s) could have been called upon to pay if the Damaged Property Insured had been wholly destroyed.

DESIGNATION

For the purpose of ascertaining the classification under which any property is insured the Insurer(s) agree to accept the designation applied to such property by the Insured in their records.

UNDAMAGED FOUNDATIONS

Where any Property Insured hereunder is Damaged but the foundations thereof are undamaged and due to the exercising of statutory powers and/or delegated legislation and/or authority by any Government Department, Local Government or other Statutory Authority reinstatement of the Damaged Property Insured has to be carried out upon any other site(s) then the abandoned foundations will be considered as being destroyed; provided that if the presence of such abandoned foundations increases the resale value of the original building site then such increase in resale value shall be taken into account in settlement of the loss.
Any dispute relating to the amount of such increase in site resale value shall forthwith be referred to the decision of two Registered Valuers, one each to be appointed by the Insured and the Insurer(s). In the event that the two Valuers do not reach agreement, such dispute shall be referred to the decision of a third Valuer, appointed by the President of the Institute of Valuers (or equivalent body) as an expert, whose decision shall be binding.

CUSTOMS EXCISE AND OTHER DUTIES

The Policy extends to cover the Insured's liability for customs, excise and other duties which the Insured may become liable to pay in the event of Damage to Property Insured.

OUTSIDE PREMISES STORAGE

Where the Insured enters into a contract for storage of goods and/or merchandise and the terms of the storage contain a disclaimer clause, then the insurance provided by the Policy shall not be prejudiced by the Insured agreeing to such terms.

LEASED BUILDING

Where the Insured enters into a lease agreement for occupancy of any building or part of a building and the terms of such lease contain a disclaimer clause in favour of the Lessor, then the insurance provided by the Policy shall not be prejudiced by the Insured agreeing to such terms.

EXPEDITING EXPENSES

The Policy extends to include costs and expenses reasonably incurred by the Insured for express carriage rates and extra payments for overtime, night, Sunday or holiday working incurred in connection with the repair or reinstatement of the Property Insured directly or indirectly arising from an event insured by the Policy provided that such expediting expenses shall not exceed fifty (50%) percent of the normal cost of repair or reinstatement of the Damaged Property Insured.

DETERIORATION OF UNDAMAGED STOCK

The Policy extends to include loss sustained by the Insured directly as the result of deterioration of undamaged stock which cannot be processed promptly due to interruption of or interference with the Business in consequence of Damage to Property Insured.

FUSION EXTENSION

The Policy extends to indemnify the Insured against Damage to any part or parts of the electrical, electro-mechanical and electronic machines, switchboards, installations or apparatus forming part of the Property Insured (excluding rectifiers, radio, television or amplifying equipment of any description) caused by the actual burning out of such part or parts by the electric current therein.

Provided always that the Insurer(s) shall not be liable under this memorandum for :

(a) Loss of use, depreciation, wear and tear.
(b) Damage to :

(i) Lighting or hearing elements, fuses or protective devices;

(vi) Electrical contacts at which sparking or arcing occurs in the ordinary course of working.

REINSTATEMENT OF DAMAGE BY THE INSURED

In the event of any claim hereunder the Insured may, with the consent of the Insurer(s), reinstate Damaged Property Insured and the Insurer(s) shall pay the cost of such reinstatement (including the value of labour and other overhead charges expended thereon together with a margin for profit which would otherwise have been earned by the Insured) PROVIDED ALWAYS that the liability of the Insurer(s) shall not exceed the amount which would otherwise have been payable hereunder had such reinstatement been carried out by outside contractors.

80% AVERAGE

Unless otherwise stated herein to the contrary, this Policy is subject to the following clause:
In the event of Damage to Property Insured hereunder at any Situation caused by any peril or circumstance not otherwise Excluded by this Policy, the Insurers shall be liable for no greater proportion of such Damage than:
(a) In respect of a loss settled on a Reinstatement or Replacement basis; the amount of the Insured's Declared Value of such property on the day of the commencement of the Period of Insurance bears to the sum representing eighty percent (80%) of the actual value of property insured at such Situation on the day of commencement of the Period of Insurance but not exceeding the Limit of Liability expressed in the Schedule.
(b) In respect of a loss settled on an Indemnity basis; the amount of the Insured's Declared Value of such property on the day of the commencement of the Period of Insurance bears to the sum representing eighty percent (80%) of the Indemnity Value of the property insured at such Situation on the day of commencement of the Period of Insurance but not exceeding the Limit of Liability expressed in the Schedule.
Provided that no Average will apply if the amount of the Damage does not exceed 5% of the amount of the Insured's aforementioned Declared Value

DEBRIS REMOVAL CLAUSE
It is hereby declared and agreed that the insurance of this policy shall include all costs and expenses necessarily incurred by the insured in removal of debris, dismantling or demolishing, shoring up or propping of the portions of property by the said items destroyed and damaged by fire or by any other peril hereby insured against. Provided the total amount recoverable under this clause is subject to the sub-limit of liability as stated in the schedule.

CHANGE IN TEMPERATURE CONTROLLED ENVIRONMENT

This Policy covers Damage to stock caused by or arising from changes in any temperature controlled environment, where such change arises out of mechanical, hydraulic, electrical or electronic breakdown of the temperature controlling equipment, for a period of not less that twelve (12) hours.

PERSONAL EFFECT
Property Insured shall include the personal effects and/or personal property of directors officers, partners, and employees of the Insured and of any visitor to the Insured's premises (other than a visitor contracted to provide services to the Insured) whilst such personal effects and/or personal property are at the Insured's premises.
Limit of Indemnity : NTD30,000.-. per person, NTD20,000,000 each and every loss.
OUTBUILDING CLAUSE

The insurance on building is understood to include walls, small outside buildings, extensions, annexes, exterior staircase, fuel installations, steel or iron framework.

PAIR AND SET CLAUSE

In the event of loss or damage to any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set.

WORK IN PROCESS – OUTSOURCED CLAUSE

In the event of loss or damage to stock which is outsourced for working in process, the company will indemnify the Insured in respect of such loss or damage by any of the perils insured against this Policy.
Subject otherwise to the terms, conditions and exceptions of this Policy.
Limit of Indemnity: NTD100,000,000 each and every loss.

SECTION 2 - BUSINESS INTERRUPTION

THE INDEMNITY

In the event of any building or any other property or any part thereof used by the Insured at the Premises for the purpose of the Business suffering accidental physical loss, destruction or damage by any cause or event not hereinafter excluded (loss, destruction or damage so caused being hereinafter termed "Damage") and the Business carried on by the Insured being in consequence thereof interrupted or

interfered with, the Insurer(s) will, subject to the provisions of this Policy including the limitation on the Insurer(s) liability, pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the applicable Basis of Settlement.

Provided that the Insurer(s) will not be liable for any loss under this Section unless the Insured's property suffering Damage is insured against such Damage and the Insurer(s) by which property is insured shall have paid for or admitted liability in respect of such Damage unless no payment shall have been made or liability admitted solely owing to the operation of a provision in such insurance excluding liability for Damage below a specific amount AND THAT the liability of the Insurer(s) shall in no case exceed the Limit(s) or Sub-Limit(s) of Liability as set out herein.

BASIS OF SETTLEMENT

Item No 1 Loss of Gross Profit

The insurance under this item is limited to loss of Gross Profit due to :

(a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be :

(a) In respect of Reduction in Turnover

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover,

(b) In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage

Item No 2 Accountants and Insured’s Claim Preparation Costs

The insurance under this item is to cover such reasonable professional fees as may be payable by the Insured, and such other reasonable expenses necessarily incurred by the Insured and not otherwise recoverable, for preparation of claims under the Insured's material damage and business interruption insurance policies and the Insurer(s) shall indemnify the Insured for such reasonable fees and expenses, up to but not exceeding the Sub-Limit of Liability for Accountants Fees and Insured's claim preparation costs.

Item No 3 - Additional Increased on Cost of Working

The insurance under this item is limited to the additional expenditure beyond that recoverable under clause (b) of Item 1 reasonably incurred by the Insured during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing a reduction in Turnover or for the purpose of resuming or maintaining normal business operations, up to but not exceeding the Sub-Limit of Liability for Additional Increase Cost of Working.

PROVIDED THAT this item does not include :

a. any portion of such additional expenditure which would have been recoverable under Item 1 but for the inadequacy of the Limit of Liability in respect of such item or

b. cost of reinstating physical Damage.

Item No 4 - Rent Payable / Insurable

The insurance under this item is in respect of rent and other expenses payable, or insurable, by the Insured in accordance with the terms of any lease agreement and the amount payable as indemnity thereunder, in the event of Damage, shall be such sum(s) as the Insured shall be legally liable to pay, or the Lessor shall be legally entitled to receive, under the terms of the lease; together with the additional expenditure necessarily and reasonably incurred for the sole purpose of diminishing the amount otherwise claimable under this item.

DEFINITIONS

GROSS PROFIT : the amount by which : -

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

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

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

TURNOVER

The money (less discounts, if any allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

INDEMNITY PERIOD

The period beginning with the occurrence of the Damage and ending not later than the number of months specified as the Indemnity Period in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

PROPERTY EXCLUSIONS

Section 1 of this Policy does not cover Damage to the following property:

1. Property in Transit
Property (other than Money) whilst in transit other than during the incidental movement of such property within Locations occupied by the Insured.

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

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

(b) stolen from an unlocked or unattended vehicle;

(c) stolen from a safe or strongroom opened by a key or by use of details of a combination, either of which has been left at the Situation outside business hours;

(d) where the loss is not discovered within (5) working days of the event;

(e) where the loss relates solely to the payment of money demanded by any person(s) connected with :

i) kidnapping
ii) bomb threat
iii) hoax
iv) extortion

or any attempt thereat, but this exclusion does not apply to loss of Money arising out of armed hold-up.

3. Jewellery, furs, bullion, precious metals or precious stones other than as stock and/or merchandise of the Business.

4. (a) Any locomotive or rolling stock or watercraft (including accessories or spare parts of any of them),
(b) Any aircraft (including its accessories or spare parts).

5. Motor vehicles or forklifts, other mechanically or electrically propelled vehicles or trailers (including accessories or spare parts in or on any of them) registered or licenced to travel on a public road.

6. Livestock, animals, birds or fish.

7. Standing timber, growing crops, trees and pastures.

8. Land (including topsoil and backfill), provided that this exclusion shall not apply to structural improvements on or in the land if such structural improvements are not otherwise excluded in this Policy.

9. Bridges, canals, roadways and tunnels, railway tracks (other than on the premises occupied or used by the Insured), dams and reservoirs (other than tanks) and their contents.

10. Docks, wharves and piers.

11. Mining property located beneath the surface of the ground.

12. Property during the course of, and as a result of, its normal processing. Provided that this Exclusion shall be limited to the specific Damage to that part or those parts immediately and directly so affected and shall not extend to the balance of that part or any other part or parts not immediately and directly affected or to any other Property Insured. Provided further that any Damage occurring during lifting of Property Insured during processing will not be excluded hereunder.

13. (a) Property undergoing construction, installation, erection, alteration, or addition, demolition, or testing when the value of work exceeds TWD 100,000,000, provided this exclusion shall apply only to the portion(s) of the Property Insured which are the subject of such works and this exclusion shall not apply to other Property Insured not the subject of such works.
(b) Empty premises undergoing demolition.

ENDORSEMENTS
ATTACHING TO AND FORMING PART OF THIS POLICY

Notwithstanding anything contained in this Policy, to the contrary this Policy is hereby modified under the following Endorsements.

Unless otherwise specifically stated where the terms of any Endorsement are inconsistent with any other terms of this Policy or where the terms of any Endorsement are inconsistent with the terms of any other Endorsement, the terms most favourable to the Insured will prevail.

Where the Schedule states that an Endorsement is subject to a special limit or other special provision, the limit or provision will apply to that Endorsement but not to loss that would otherwise have been covered under this Policy without the Endorsement.

REINSTATEMENT OR REPLACEMENT

The introductory paragraph to the Reinstatement or Replacement clause in Section 1 is deleted and replaced with:

Applicable to buildings, machinery, plant and all other property and contents; other than:

(c) those specified in items (b) to (h) under Basis of Settlement;
(d) property declared on a 'no book value basis' recorded in the Insured's books of account as having no value after depreciation but which is still in use. Such property has a declared value and insured value of a minimum of 30% of its acquisition cost.

DEFINITIONS

(a) Actual Cash Value:
Means the value attributable to the cost to replace or rebuild the Property Insured to a condition substantially the same as but not better or more extensive than its condition at the time that the Damage occurred taking into consideration age, condition and remaining useful life.

(b) Event
(i) Means any loss or series of losses arising from one uninterrupted common cause. If losses are attributable to several causes in an unbroken chain of causation, the cause that triggered the chain of causation will be regarded as the common cause.

The sum of all such losses shall be treated as one Event irrespective of when during the Period of Insurance such losses occur.

(ii) Natural Perils- defined as earthquake, storm, flood, tempest, wind, hail and/ or rainwater, hurricane, typhoon or cyclone, volcanic eruption, subterranean fire, tsunami or action of the sea.

(c) Property Insured

The Definition of Property Insured is extended to include:

All the properties undergoing construction and erection but only after their Handover and the Insured shall declare their values within a period not exceeding 90 days from Handover.

Handover id Defined as:

"Building" shall include any building and its facilities (permanently) attached to it from the time that it has been constructed, erected, tested and handed over to the Insured (and occupation permit has been issued) in readiness for the erection and/or installation, testing and commissioning of machinery, plant and equipment therein.
"Machinery and Plant" shall include machinery, plant and equipment from the time that it has been erected and/or installed, hook-up tested and completed as verified by Lot & Trace Record, proved to be capable of producing product meeting the acceptable quality and standard and put into use by the Insured for the purpose of the Business.

All the above properties shall be situated at premises with fire fighting facilities fully operational. Fully operational shall mean all fire fighting facilities have already gone through testing and certified to be effective and operational by a recognized professional engineer and respective local authorities. In the event of periodical and regular maintenance and checking works that require the shut down of a part or section of the fire fighting facilities, the Insured shall take all necessary and reasonable precautions and measures and follow the standard internal procedures and guidelines to minimize the risk exposure.

UTILITIES

Subject to the Sub Limit of Liability stated in the Schedule for Utilities:

Section 1

Nothing herein is to be construed so as to limit or restrict the cover already provided elsewhere in this Policy. This Endorsement extends cover for Damage to Property Insured resulting from Damage to property of others (not insured by this Policy) away from the Insured's Premises anywhere in Taiwan that affects the supply of communication services, electricity, gas, natural gas, steam, water, refrigeration and any other form of power or sewerage reticulation, including power lines, pipes and all ancillary or peripheral equipment or apparatus, however supplied. Damage to such property away from the Insured's Premises shall be deemed to be Damage to Property Insured at the Premises.

This Endorsement to Section 1 is subject to the franchise period stated in the Schedule which does not inhibit the applicability of cover under Section 2 of this Policy.

Section 2

Loss resulting from interruption of or interference with the Business in consequence of Damage to property of others (not insured by this Policy) away from the Premises anywhere in Taiwan, that affects:

(c) the supply of communication services, electricity and any form of gas, natural gas, steam, water, refrigeration, fuel and any other form of power or sewerage reticulation however supplied;
(d) dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other manufacturing purposes, stored behind such dams or reservoirs is released from storage and causes an interruption to the Business as a result;

shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

Property Exclusion 12 shall not apply to this Endorsement as it applies to both Sections 1 and 2.

THIRD PARTY PROPERTY IN THE CUSTODY OF THE INSURED

Subject to the Sub Limit of Liability stated in the Schedule for Third Party Property in the Custody of the Insured, at the option of the Insured, this Policy extends to cover goods belonging to the Insured's customers, suppliers, contractors or sub-contractors whilst at the Insured Premises.

OFF PREMISES PROPERTY IN THE CUSTODY OF THIRD PARTIES

Property Insured under this Policy, removed to other premises is allowed and insured, provided that the Insurers shall not be liable for any amount exceeding the amount of the Sub Limit of Liability stated in the Schedule against 'Off Premises Property in the Custody of Third Parties', unless otherwise specifically agreed in writing.

This Endorsement does not apply to stock:

(a) removed to anywhere for exhibition.
(b) to the extent insured under any transit cover provided by this Policy;

MINOR WORKS

Subject to the Sub Limit of Liability stated in the Schedule for Minor Work and Property Exclusion 13, this Policy automatically includes cover for alterations and/or construction and/or re-construction and/or testing and/or re-testing and/or erection and/or addition and/or maintenance and/or repair and/or modifications and/or internal removal and/or installation and/or dismantling work (hereinafter within this Endorsement termed minor contract works) carried out by or on behalf of the Insured whether commenced during the Period of Insurance or prior to the Period of Insurance.

The cover applies only during the Period of Insurance and only in respect of contracts which have a full quoted project value of TWD 100,000,000 or less at inception of the contract, unless otherwise mutually agreed by the Insured and Insurers.

The application of Perils Exclusions 3(b) iii, 3(b) v and 3(b) vi as far as they would otherwise apply to this clause, are deleted.

This Endorsement covers:

(c) all contractors and sub-contractors from any tier in respect of minor contract works undertaken for the Insured;
(d) materials and equipment and all other items capable of physical loss or damage and incorporated in the minor contract works;

The cover afforded by this clause shall only pay in excess of a more specific insurance, if any, arranged in respect of minor contract works.

ADMINISTRATIVE AND RESEARCH & DEVELOPMENT

Section 2 of this Policy is extended to include:

Item No.6 - on Administrative and Research & Development

Notwithstanding the Operative clause of Section 2 and subject to the Sub Limit of Liability as stated in the Schedule for Administrative and Research & Development, the insurance under this Item extends the Indemnity include indemnification for loss sustained in respect of Administration and Research Establishment Expenditure and Increase in Cost of Working related thereto whether there is a reduction in Turnover or not.

The insurance under this Item is limited to the loss sustained by the Insured in consequence of the Damage in respect of (a) Administration and Research Establishment Expenditure and (b) Increase in Cost of Working and the amount payable as indemnity hereunder shall be:

(b) In Respect of Research Establishment Expenditure: for each working week in the Indemnity Period during which the activities of the administration function of the business and/or the research establishment are, in consequence of the Damage:

(ii) totally interrupted or totally given over to the reworking of projects affected by the Damage, the Insured Amount per week;
(ii) partially interrupted or partially given over to the reworking of projects affected by the Damage, an equitable proportion of the Insured Amount per Week based upon the time rendered ineffective by reason of the Damage;

(b) In Respect of Increase in Cost of Working: the additional expenditure reasonably incurred in consequence of the Damage to

minimise the interruption to the activities of administration and/or the research establishment;

less any sum saved during the Indemnity Period in respect of such of the Research Establishment Expenditure as may cease or be reduced in consequence of the Damage.

Definitions

Administration and Research Establishment Expenditure means:

The total expenditure on the administration function of the Business and research by the Insured at the Premises less the relative cost of raw materials (where applicable) consumed.

Insured Amount per Week means:

One-fiftieth part of the Administration and Research Establishment Expenditure incurred during the financial year immediately before the date of the Damage.

Administration & Research & Development Expenses

Adjustments shall be made to both the Insured Amount per Week and the Administration and Research Establishment Expenditure as may be necessary to provide for trends, variations and other circumstances so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

WAIVER OF SUBROGATION

The Insurers agree to waive any rights and remedies or relief to which they may become entitled by subrogation against:

(a) any corporation or organisation, the majority of whose capital stock is owned or controlled by the Insured;

(b) any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation, organisation or entity to which or to whom protection is afforded under this Policy; except that if such corporation, organisation or person is protected from such loss by any other policy of indemnity or insurance, the Insurers' right of subrogation is not waived to the extent and up to the amount that such other policy will indemnify the loss.

(c) any director, partner, proprietor or employee of the Insured, unless the conduct of such person which gave rise to a claim amounted to serious or willful misconduct.

(d) any other corporation, organisation or person with whom the Insured (prior to the happening of any Damage or any occurrence against which indemnity may be provided hereunder) shall have agreed to waive their rights to recovery in respect of Damage or legal liability which may be caused by such corporation, organisation or person.

LOSS PAYEE

In the event of a claim, and subject to any Policy Deductible, all proceeds are to be paid to the Insured.

Provided that to the extent any Property Insured is subject to a mortgage and unless there is mutual agreement to the contrary, the mortgagee shall be paid first to the extent of their insurable interest in the Property Insured at the time of the loss.

72 HOUR DEDUCTIBLE

c. Each loss by earthquake volcanic action, hurricane, cyclone, tornado, windstorm or flood shall constitute a single loss hereunder.

4) If more than one earthquake shock, volcanic action, hurricane, cyclone, tornado, or windstorm occurs within any period of 72 hours during the term of this policy the beginning of which 72-hour period may be determined by the Insured; or

5) 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

6) If any flood results from any tidal wave or series of tidal waves cause by any one disturbance;

such earthquake shocks, volcanic action, hurricane, cyclone, tornado, windstorm or flood shall be deemed to be a single occurrence within the meaning of this policy

Should any time period referred to it "a" above extend beyond the expiration date of this policy and commence prior to expiration this Company shall pay all such earthquake, volcanic action, hurricane, cyclone, tornado, windstorm or flood losses occurring during such period as if such period fell entirely within the term of this policy.

This Company shall not be liable, however, for any loss caused by earthquake shock, volcanic action, hurricane, cyclone, tornado, windstorm or flood occurring before the effective date and time or commencing after the expiration date and time of this policy.

APPRAISEMENT

If the aggregate claim for any one Event does not exceed NT$ 20,000,000 by the item or items affected. No special inventory or appraisement of the undamaged property shall be required.

SECTION 1 – CLAIMS PREPARATION COSTS

Subject to the Sub Limit of Liability as stated in the Schedule for Claim Preparation Costs, this Policy extends to include the reasonable and necessary costs of materials and labour used or expended by the Insured in producing and certifying any records, information, evidence or such other proofs as may be required by the Insurers under the terms and Condition of Section 1 of this Policy to substantiate any claim.

NOMINATED LOSS ADJUSTERS

In the event of any loss requiring quantification and verification of cover under this Policy, only approved Loss Adjusters shall be appointed by Insured to adjust such loss subject to the terms and Conditions of this Policy.

Cunningham Lindsey and McLarens are approved as the Loss Adjusters in respect of this Endorsement.

ALTERATIONS AND REPAIRS

This insurance by this Policy will not be prejudiced by the carrying out of any structural alterations, additions and/or repairs to buildings or contents and the insurance by this Policy is extended in respect thereof.

PREVENTION OF ACCESS (PREMISES IN THE VICINITY)

The Prevention of Access (Premises in the Vicinity) Memorandum to Section 2 is amended as follows:

References in the Memorandum to 'in the vicinity' is understood to mean within 1 kilometer of such premises

INTERDEPENDENCY

This Policy covers loss as insured by Section II of the Policy resulting from interruption of or interference with the Business in consequence of Damage to property whether or not insured by Section I of the Policy and situated anywhere in Taiwan. The loss to the extent not already covered by this Policy but emanating from a location owned and/or occupied and/or used by the Insured or any related entity for the purpose of the Business or any other business, shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

The provision in this Policy relating to admission of liability or payment by the Insurers of a material damage loss shall not apply in respect of this Memorandum.

AMENDMENT TO CONDITONS 1 & 2

The Insured shall not be prejudiced by any unintended and/or inadvertent:

(a) error, omission or misdescription of the risk, interest or Property Insured hereunder,

(b) incorrect declaration of values,

(c) delay in notifying Insurers of any circumstance or event giving rise to or likely to give rise to a claim hereunder,

(d) failure to advise the Insurers of any change of risk, interest or Property Insured hereunder,

(e) failure to advise the Insurers of any acquisition of risk, interest or property to be insured hereunder,

(f) failure to comply with any Statutory requirement.

Provided always that the Insured's officer(s) responsible for insurance shall, upon becoming aware of any such matters, inform the Insurers as soon as reasonably practicable and the Insured shall pay a reasonable additional premium upon request by the Insurers from the date of any such change or variation of risk.

CANCELLATION

Condition 5 of this Policy is cancelled and replaced with:

(a) Cancellation of the Policy by the Insured

This Policy may be cancelled by the Insured at any time.

(b) Cancellation by the Insurers

This Policy may be cancelled by the Insurers by giving not less than 90 (ninety) days notice of cancellation, unless the Insured and the Insurers mutually agree otherwise.

In the event of cancellation the Insurers shall pay a pro rata return premium.

PREMIUM PAYMENT

The Insured undertakes that Premium will be paid in full to Insurers within 120 days of inception of this Policy.

Notwithstanding the Cancellation Endorsement, if the Premium due under this Policy has not been so paid to Insurers by the 120th day from the inception of this Policy, Insurers shall have the right to cancel this Policy by notifying the Insured via the broker in writing. In the event of cancellation, Premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full Policy Premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that Insurers shall give not less than 30 days prior notice of cancellation to the Insured via the broker. If Premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

POLICY INTERPRETATION

This Policy incorporates the Schedule, Sections, Definitions, Conditions, Exclusions and Memoranda and any other terms contained herein or Endorsed hereon which are to be read together. Where any word or expression has been given a specific meaning in any part of this Policy, such word or expression shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

Where words other than the Insured or the Insurers have been used in the Policy to represent the party entitled to indemnity under this Policy and the party insuring those risks, it is agreed that for the purpose of this Policy those words are deemed to have the same meaning as the Insured and the Insurers

It is further agreed that:

(a) words importing persons shall include corporations and other legal entities;

(b) references in the singular shall be deemed to include the plural and vice versa; and

(c) words depicting any gender include reference to all other genders.

ACCOUNTS RECEIVABLE

Subject to the Sub-Limit of Liability as stated in the Schedule, the insurance under this item is limited to loss sustained by the Insured in respect of outstanding debit balances which the Insured is unable to trace, establish or collect (in whole or in part) in consequence of Damage to the Insured's records of accounts receivable.

In addition, the Insurers will also pay:

(a) all interest charges at ruling bank rates on any loan to offset impaired collections pending repayment of such amount(s) rendered uncollectible as a result of such Damage,

(b) interest lost by the Insured in consequence of such impaired collections;

(c) additional expenditure reasonably incurred in tracing and establishing the amount(s) of accounts receivable as a result of such Damage;

(d) collection expenses, in excess of normal collection costs, incurred as a result of such Damage.

Where there is proof that a loss covered by this Section II has occurred, but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as at the date of loss, such amounts shall be computed as follows:

(1) The monthly average of accounts receivable represented by the Insured shall be adjusted in accordance with the percentage increase or decrease in the twelve (12) months average of monthly gross sales of goods and services which may have occurred in the interim.

(2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month(s) in which the loss occurred, and due consideration shall also be given to:

(i) bad debts,

(ii) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to accounts receivable in the period between the date to which the said statement relates and the date of the Damage;

(iii) any abnormal condition of trade which had or could have had a material effect on the Business;

so that the figures thus adjusted shall represent as nearly as may be reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

AIR & SEA PORT BLOCKAGE AND/OR DAMAGE TO DOCKS, WHARVES, JETTIES AND/OR PIERS

Notwithstanding Property Exclusions 1, 8 and 9 applicable to Section 1 and subject to the Sub-Limit of Liability as stated in the Schedule,

loss as insured by Section II of this Policy resulting from interruption of or interference with the Business in consequence of any impaired access to any airport, port, terminal, jetty, harbour, dock, wharf, pier or similar facility directly or indirectly arising from:

(a) any vessel, craft or aircraft being burned, stranded, grounded, sunk or capsized, or through collision or contact of any vessel craft or aircraft with any other vessel, craft, aircraft, structure or other object of whatsoever kind; and/or

(b) Damage, including impact by vessels, craft or aircraft, to docks, wharves, jetties, piers, runways, airport buildings and/or machinery, plant and equipment associated and/or used in connection therewith for the purpose of loading and unloading of vessels, craft or aircraft and/or the subsequent distribution of cargo;

shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business.

The provision in this Policy relating to admission of liability or payment for loss by the Insurer(s) shall not apply in respect of this Memorandum.

INFECTIOUS DISEASE, MURDER OR CLOSURE

Subject to the Sub-Limit of Liability as stated in the Schedule, loss as insured by Section II of this Policy resulting from interruption of or interference with the Business directly or indirectly arising from:

(a) closure or evacuation of the whole or part of the Premises, or other premises in the vicinity of the Premises, by order or on the recommendation of any Government, Local Government or other Statutory or Competent Authority consequent upon:

(i) infectious or contagious disease manifested by any person excluding sick building syndrome whilst at the Premises, or an outbreak of a notifiable human infectious or contagious disease; or
(ii) poisoning directly caused by the consumption of food or drink provided on the Premises; or
(iii) vermin or pests or defects in the drains or other sanitary arrangements at the Premises; or
(iv) physical injury to or the death of any person(s); or

(b) murder or suicide occurring in or at the Premises; or

(c) threat or fear of violent Damage to the Premises and/or injury to persons therein;

shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

The provision in this Policy relating to admission of liability or payment for loss by the Insurer(s) shall not apply in respect of this Memorandum.

CYBER EXCLUSION

This Endorsement clarifies that damage to data, software, or computer programs in particular any detrimental change that is caused by a deletion, corruption or distortion of the original data, software or computer program is not Damage in terms of this Policy.

Consequently, the following are not insured under this Policy:

(a) Loss of or damage to data, software or computer programs, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a distortion of the original data or software, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data, software or computer programs which is the direct consequence of insured direct physical damage to the Property Insured shall be covered.
(b) Loss or damage resulting from 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. Notwithstanding this exclusion, impairment in the function, availability, range of use or accessibility of data, software or computer programs which is the direct consequence of insured direct physical damage to the Property Insured shall be covered.

WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance 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;

(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

(b) 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, 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.

If the Insurers allege that by reason of this Endorsement, any loss, damage, cost or expense is not covered by this insurance

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.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

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:

(a) any loss, damage, cost or expense; or

(b) any increase in insured loss, damage, cost or expense; or

(c) any loss, damage, cost or expense, fine, penalty or other sum which is incurred, sustained or imposed by, or by the threat of, any judgment, 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):

(i) seepage of or pollution and/or contamination by anything, including but not limited to that which is designed 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

(ii) the presence, existence or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

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

(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.

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.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programme or otherwise, those 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'.

(b) However, in the event that a peril listed below 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 Period of Insurance to Property Insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

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

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 of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or 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.