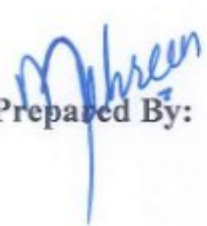


**LAHORE ORANGE LINE METRO
TRAIN SYSTEM**

**PROPERTY ALL RISKS
INCLUDING MACHINERY
BREAKDOWN &
TERRORISM**

THE PUNJAB MASS TRANSIT AUTHORITY


Prepared By:


Reviewed By:


Authorized Signatory:





SCHEDULE TO THE PROPERTY ALL RISKS INSURANCE

Type of Insurance	Property All Risks including Machinery Breakdown Insurance.
The Insured:	Punjab Mass Transit Authority (PMA) Co- Insured : i). NORINCO International Cooperation Ltd. Pakistan Branch, on behalf of NORINCO-GMG-Daewoo JV, which is the O&M Contractor of Orange Line, Lahore. ii). InfoTech Private Limited, which is the AFC contractor of Orange Line.
Insured's Address:	Punjab Mass Transit Authority, 346 B, 5 th Floor, Arfa Software Technology Park, Feroze Pur Road, Lahore.
The Insurer	National Insurance Company Limited
Reinsurer	Pakistan Reinsurance Company Limited Address: PRC Towers, 32-A, Lalazar Drive, M.T. Khan Road, Karachi.
Period of Insurance:	From November 01, 2025 To October 31, 2026 Both days inclusive, Pakistan Time.
Nature of Business:	Operations & allied activities of Metro Rail Transit System of the orange Line in Lahore.





Property Insured :	Electrical & Mechanical System Equipment installed at the Project Site, Rolling Stocks, Locomotives and Spare Parts as per attached Annexure A.
Territorial Limit:	Areas in the scope of Metro Rail Transit System of the Orange Line in Lahore, Pakistan.
Coverage:	Property All Risks (including Machinery Breakdown) resulting in direct material damage or loss to the insured property.
Sum Insured:	USD 1,253,153,459.90 (PKR 352,512,068,270) For the purpose of this contract all USD Amounts will be converted in Pak Rupees using Conversion Rate of PKR 281.30 / USD.
Deductibles:	1. For Earthquake and Tsunami: USD 200,000 or 20% of value of total loss per occurrence, whichever is higher. 2. For Storms, Floods, Landslides, Collapses: USD 100,000 or 10% of value of total loss per occurrence, whichever is higher 3. Breakage of glass (including window glass/door glass of the train, PSD and APG glass etc.): USD 750 4. All other Risks: USD 10,000





Sub Limits:	Removal of Debris Clause: USD 5,000,000 per occurrence Breakage of Glass: USD 100,000 per occurrence Capital Additions: 10% of Sum Insured Expediting Expenses: 1% of Sum Insured Professional Fee Clause: 4% of Sum Insured. Temporary Repairs due to insured perils: 20% of Loss Amount Public Authorities Clause: USD 2% of the value declared subject to maximum USD 2Million. Temporary Removal: 20% of Loss Amount Fire Fighting Expenses: 20% of Loss Amount Minimization of Loss: 30% of Loss Amount Claims Preparation Cost: 10% of Loss Amount Payment on account: 25% of Loss Amount Inland Transit Limit: USD 20,000 per occurrence Strike, Riots, Civil Commotion Clause Limit: USD 500,000 per occurrence. Workmen's (maintenance) clause: 10% of sum insured. Air-Freight Fee Clause: 20% of Loss amount Supplementary Machinery & Equipment Breakdown Insurance Clause: USD 50 million per occurrence. Terrorism : USD 50,000,000
Original Conditions:	All terms, clauses and conditions as original Policy : 1. Supplementary Machinery and Equipment Breakdown Insurance Clause 2. Capital Additions Clause 3. Automatic Reinstatement of Sum Insured Clause 4. 72-Hour Clause 5. Fire Extinguishing Expenses of Fire Department Extension Clause 6. Breakage of Glass Extension Clause 7. Removal of Debris Extension Clause 8. Public Authorities Extension Clause 9. Temporary Removal Extension Clause 10. Payment on Account Clause 11. Errors and Omissions Clause 12. Out of Control Clause 13. Professional Fees Extension Clause 14. Earth Movement Clause 15. Flood Extension Clause 16. Additions, Alternations or Repair Contract Clause





PROPERTY ALL RISKS INSURANCE CLAUSES

War 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;

This Contract 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 above.

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 Contract is found to be invalid or unenforceable; the remaining contract shall remain in full force and effective.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause:

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

1. In no case shall this insurance cover loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- 1.1 ionizing, radiations from or contamination by radioactivity from any nuclear Fuel or from any nuclear waste or from the combustion of nuclear fuel.





- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or Other like reaction or radioactive force or matter
- 1.4 the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive metal. The exclusion in this sub-clause does not extended 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
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Fraudulent Claim Clause

If the insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

Sanction Limitation and Exclusion Clause:

No (re)insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA 3100

Claims Control Clause

Notwithstanding anything to the contrary contained in this insurance it is a condition precedent to insurers' liability under this insurance that:

- (a) The insured shall give to the insurer(s) written notice as soon as reasonably practicable of any claim made against the insured in respect of the business insured hereby or of its being notified of any circumstances which could give rise to such a claim.
- (b) The insured shall furnish the insurer(s) with all information known to the insured in respect of claims or possible claims notified in accordance with (a) above and shall





thereafter keep the insurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.

(c) The insurer(s) shall have the right at any time to appoint adjusters and/or representatives to act on their behalf to control all investigations, adjustments and settlements in connection with any claim notified to the insurer(s) as aforesaid.

(d) The insured shall co-operate with the insurer(s) and any other person or persons designated by the insurer(s) in the investigation, adjustment and settlement of such claim.

1/1/97

NMA2738

Communicable Disease Exclusion Endorsement:

1. This Policy, subject to all applicable terms, conditions and exclusions covers losses attributable to direct physical loss or direct physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, in any way connected with, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

2.1. for a Communicable Disease, or

2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.





4. This endorsement applies to all coverages extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA 5393

Property Cyber and Data Endorsement

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the 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 the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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





5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8. Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9. Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

11 November 2019
LMA5400





Premium Payment Clause

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non- payment of premium only the following clause will apply.

The (Re) Insured undertakes that premium will be paid in full to (Re) Insurers by (specify the date in full) (or, in respect of installment premiums, by (the due dates in full)).

It is a condition of this contract of (re)insurance that the premium is payable in 4 equal quarterly installments.

- 1) 25% due by 01 December 2025
- 2) 25% due by 01 March 2026
- 3) 25% due by 01 June 2026
- 4) 25% due by 28 August 2026

If the premium due under this contract has not been paid to (Re) Insurers by (specify the date in full) (and, in respect of installment premiums, by the dates they are due) (Re) Insurers shall have the right to cancel this contract by notifying the (Re) Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re) Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract 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.

LSW3001 (amended)
30/9/08





GENERAL PROVISION

Article 1 The Insurance Contract incorporates the Insurance Clauses, Proposal Form, Policy or Certificate, and Endorsements (if any). Any agreement related to the Insurance Contract shall be in written form.

PROPERTY INSURED

Article 2 The property insured shall include all trains, E&M Equipment, and spare parts that all specified in **Annexure-A**.

The above-mentioned insured property refers to the property that belongs to or is under the care or control of Insured and requires its responsibility and interest.

The place of use of the above property is not restricted within the scope of the insurance agreement, regardless of where it is in the insured's business premises or in which professional warehouse or in the warehouse of a non-rental unit.

Article 3

The following items shall not be used as insured property:

1. Guns, ammunition, explosives;
2. Cash, securities, bills, documents, files, account books, drawings;
3. Animals, plants, and crops;

INSURANCE COVERAGE

Article 4 During the validity period of this insurance, if the insured property listed in this insurance policy is directly damaged or lost due to natural disasters or accidents (hereinafter referred to as "loss"), the insurer shall be responsible for compensation in accordance with the provisions of this insurance policy.

Definition:

Natural disasters: refers to thunder and lightning, hurricanes, tornadoes, storms, heavy rains, floods, frost disasters, hail, landslides, avalanches, volcanic eruptions, ground subsidence and other natural phenomena with irresistible destructive power.

Accidents: refer to unexpected events that are unpredictable and that the insured cannot control and cause material losses, including fires and explosions.





EXCLUSION

Article 5 The insurer is not liable for the following:

- 1) Losses and expenses caused by design errors, raw material defects or poor workmanship;
- 2) Loss and expenses caused by natural wear, internal or potential defects, changes in the substance itself, spontaneous combustion, self-heating, oxidation, corrosion, leakage, rat bites, moth-eaten, atmospheric changes, normal water level changes or other gradual changes;
- 3) Damage to the mechanical or electrical device itself caused by non-external force;
- 4) Boiler and pressure vessel explosion caused its own losses;
- 5) Mechanical or electrical equipment losses caused by the insured's and its employees' operating negligence;
- 6) Shortages discovered during the inventory;
- 7) Other consequential losses such as devaluation, loss of market or use value;
- 8) Losses caused by wind, frost, severe cold, rain, snow, flood, hail, dust, etc., of insured property stored in the open air or using reed mat, tarpaulin, thatch, linoleum, plastic film or nylon cloth as a shed or cover;
- 9) Losses and expenses caused by earthquakes and tsunamis;
- 10) Any losses, expenses and liabilities caused by deliberate acts or gross negligence of the insured and its representatives, as well as theft by the insured's relatives, friends or employees;
- 11) Losses caused by the interruption of public power supply, water supply, gas supply and other public energy, except for the interruption caused by natural disasters or accidents;
- 12) Losses, expenses and liabilities caused by War, similar acts of war, hostilities, armed conflicts, terrorist activities, treason and coups;
- 13) Confiscation, expropriation, destruction or destruction by government order or any public authority;
- 14) Any losses and expenses caused by nuclear fission, nuclear fusion, nuclear weapons, nuclear materials, nuclear radiation and radioactive pollution;
- 15) Any losses, expenses and liabilities caused by air, land, water pollution and other various pollutions; but excluding losses caused by pollution caused by natural disasters or accidents;
- 16) The deductibles stipulated in the insurance policy schedule or related clauses that should be borne by the insured.





OBLIGATIONS OF THE INSURER

Article 6 In case of application of standard clauses, the Insurer shall enclose them in the Proposal Form and explain the contents of the insurance contract to the Applicant. For the clauses exempting the Insurer's liability, the Insurer shall make remarkable notice in the Proposal Form, Policy or other certificates to draw the Applicant's attention, and explain them clearly in written or oral form when entering into the contract. Otherwise, such clauses shall be void.

Article 7 The Insurer shall issue the Policy or other certificates in a timely manner after the establishment of an insurance contract

Article 8 The Insurer's right to cancel the Policy is void if not exercised by the Insurer within thirty days after his acknowledgement of any causes for cancellation of this Policy. After two years from the establishment of the insurance contract, such right to cancel the Policy is also void and the Insurer shall be liable for Damage insured by this Policy.

Article 9 If the Insurer believes that the proofs and documents provided by the Insured are not sufficient, the Insurer shall request the Applicant and/or the Insured to provide additional materials in time.

Article 10 Upon receipt of a claim, the Insurer shall confirm whether the Damage is covered by this Policy or not in a timely manner. For complicated cases, the Insurer shall make decision within the reasonable time, unless otherwise stipulated in the insurance contract.

The Insurer shall notify the Insured of the decision in a timely manner. If the Damage is covered by this Policy, the Insurer shall make payment after reaching an agreement with the Insured. If the time limit for indemnity is specifically stipulated in the insurance contract, the Insurer shall make payment within such time limit. If the Damage is not covered by this Policy, the Insurer shall issue a declination letter and explain the reasons to the Insured.

Article 11 The Insurer may allow an advance payment that can be determined by the available proofs or documents, and pay the balance to the Insured after the final amount of indemnity is adjusted.





OBLIGATIONS OF THE INSURED

Article 12 The insured and its representatives shall strictly perform the following obligations:

(1) When applying for insurance, the insured and his representatives shall provide a true and detailed explanation or description of the matters listed in the insurance application and other matters proposed by the insurer;

(2) The insured and his representatives shall pay the insurance premiums in accordance with the schedule and the endorsement of this insurance policy;

(3) During the period of insurance, the insured shall take all reasonable preventive measures, including serious consideration and implementation of the reasonable loss prevention suggestions put forwarded by the insurer;

(4) In the event of a matter that causes or may cause a claim under this insurance policy, the insured or his representative shall:

Article 13 Notify the insurer within a reasonable time, and provide a written report of the accident, the cause and the extent of the loss within seven days or within a period extended by the insurer's written consent;

Article 14 Take all necessary measures to prevent further expansion of losses and reduce losses to a minimum;

Article 15 Before the insurer or its surveyor conducts the survey, keep the accident scene and relevant physical evidence;

Article 16 When the insured property is stolen or maliciously damaged, immediately report the case to the police;

Article 17 provide all the supporting documents, materials and receipts according to the insurer's requirements, as the basis of the claim.

NOTIFICATION OF CLAIMS

Article 18 The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters within seven (7) days of such knowledge of any occurrence and it is a condition precedent to the liability of Underwriters that such notification is given by the Insured as provided for by this Policy.

If the Insured, makes a claim under this Insurance he must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

After receiving the report or notified by Insured, the insurer shall visit the accident site, within twenty-four hours or on a mutually communicated date depending upon incident, to investigate the claim. However, if the repair of the damage/recovery is of urgent nature, the insured has the right to repair or replace the damaged property and restore the site after intimation to the insurer and insurer will be liable to pay for such repair cost as claimed by the insured.





PROOF OF LOSS

Article 19 The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss within two years of the expiry date of this Policy, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

LOSS SETTLEMENT

Article 20 The Insured cannot lodge any claim against the Insurer if he has no insurable interest in the property insured at the time of the occurrence hereby insured.

Article 21 The Insurer may, at his option, indemnify the Insured for loss of or damage to the property insured by either:

- a) cash: the Insurer makes cash payment as indemnity; or
- b) replacement: the Insurer replaces the lost or damaged property with that of the same type, structure, function and capacity as the nearest condition of the property immediately prior to Loss; or
- c) repair: the Insurer repairs the damaged property.

Nevertheless, the extra costs and/or expenses of any alterations, additions or improvements occurring in the course of repair or replacement carried out by the Insured shall not be recoverable under this Policy.

Article 22 The property insured still carrying salvage value after Damage shall be disposed upon agreement between the Insured and the Insurer. If the salvage of the damaged property is retained by the Insured, the salvage value shall be deducted from the actual amount of indemnity.

Article 23 For the loss of or damage to the insured property recoverable under this Policy, the amount of indemnity shall be ascertained on the following basis:

- a) If the sum insured is equivalent to or greater than the insured value, the payment shall be the actual loss sustained but in no case shall the maximum liability of the Insurer exceed the insured value.
- b) If the sum insured is less than the insured value, the amount of indemnity shall be such a proportion of the actual loss as the sum insured bears to the insured value, but in no case shall the maximum liability of the Insurer exceed the sum insured.
- c) Every item, if more than one, of this Policy shall be adjusted separately subject to the condition herein.





Article 24 If the sum insured is equivalent to or greater than the insured value, the Insurer shall pay the Insured in respect of the necessary and reasonable costs and/or expenses incurred for the purpose of preventing or diminishing imminent damage to property insured caused by peril insured against by this Policy, in which case, the amount of such sue and labor expenses shall be calculated separately from the amount of indemnity for the damage of the property insured, subject to the limit of the insured value of the rescued property insured.

If the sum insured is less than the insured value, the payment of the aforementioned sue and labor expenses shall be such proportion of the actual expenses as the sum insured of the rescued property insured bears to its insured value, and calculated separately from the amount of indemnity for the Damage of the property insured, subject to the limit of the sum insured of the rescued property insured.

In the case that uninsured items are included in the rescued property, the Insurer shall only pay for the proportion of the sue and labor expenses as the insured value of the rescued property insured bears to the total value of the rescued property.

Article 25 The amount of indemnity shall be the amount as reached in Article 29 and 30 deducting the deductible for any one accident/occurrence.

Article 26 If at the time of any loss or damage happening to any property hereby insured, there be any double insurance subsisting, the Insurer shall not pay or contribute more than his rateable proportion of loss or damage as the corresponding sum insured under this Policy bears to the corresponding total sum insured under all these policies.

The Insurer shall not advance the amount payable by other insurer(s). If the Insurer has paid more than his share due to the Insured's non-disclosure, the Insurer is entitled to claim for the portion paid in excess.

Article 27 In the event of a partial loss, upon settlement of the claim by the Insurer, the sum insured of this Policy shall be reduced correspondingly from the date of Damage, and no premium shall be refunded by the Insurer for so reduced. If reinstatement of the sum insured is required by the Applicant, an additional premium for the reinstated amount shall be charged on pro rata daily basis from the date of requirement by the Applicant to the expiry date of this Policy.

Article 28 If any third party is held liable for the Damage insured hereby, the Insurer shall be entitled by subrogation to claim for indemnity against such third party upon Insurer's paying for the Damage subject to the limit of the payment, and the Insured shall provide the Insurer with all the necessary documents and relevant information known to him.

If the Insured has already been indemnified by the third party liable for the Damage, the Insurer shall deduct the corresponding amount when calculating the amount of indemnity.

The Insurer shall not indemnify the Insured for the Damage, if the Insured waive the right to claim against the third party liable before the Insurer makes payment of indemnity. If after receiving indemnity from the Insurer, the Insured waives the right to claim against any third party liable for the Damage without the Insurer's consent, such waiver of right is invalid. If due to the Insured's willful act or gross negligence, the Insurer cannot exercise the right of subrogation, the Insurer may deduct a corresponding amount when calculating the amount of indemnity or request refund of a corresponding amount from the indemnity





paid to the Insured.

Article 29 The limitation of action to claim for indemnity under this Policy shall be two years from the date that the Insured is aware or ought to be aware of the occurrence of loss or damage insured hereby.

TERMINATION OF THE INSURANCE

Article 30 In respect of partial loss of the property insured, the Applicant may cancel the Policy within thirty days from the date that the Insurer makes payment of indemnity. This insurance may also be terminated at the option of the Insurer by sending fifteen days' notice to the effect being given to the Applicant, unless otherwise agreed and stipulated in this Policy.

If this insurance is terminated as aforementioned, the Insurer shall refund to the Applicant the premium of the undamaged proportion of the property insured after deducting the premium that shall be charged from the date of inception to the date of cancellation.

Article 31 At the Applicant's request for cancellation of this Policy before the inception of insurance, the Insurer shall charge the Applicant a commission for cancellation as stipulated in the Policy, but shall return the balance of the premium to the Applicant.

At the Applicant's request for cancellation of the Policy after inception of insurance, the insurance shall be terminated from the date of notification, in which case, the Insurer shall retain the premium calculated according to the Short-Term Premium Rate Table for the period from the date of inception to the date of cancellation, and refund the balance of the charged premium to the Applicant.

This insurance may also be cancelled at the request of the Insurer after inception of insurance by sending fifteen days' notice to the effect being given to the Applicant, in which case the Insurer shall calculate the premium on pro rata daily basis from the inception date of insurance to the date of cancellation, and refund the balance of premium to the Applicant.

Article 32 In the case that the property insured suffers total loss insured against hereby, this insurance shall terminate upon the Insurer's fulfillment of indemnity obligation. If the loss is not covered hereby, this insurance shall terminate, but the Insurer shall refund to the Applicant the charged premium after deducting the short-term premium as calculated pro rata daily from the date of inception to the date of total loss.

GENERAL CLAUSES

Article 33 Policy effectiveness

The insured strictly abides by and fulfills the provisions of this insurance policy, which is a prerequisite for the insurer to assume the liability for compensation under this insurance policy.

Article 34 The insurance policy to be invalid

If the insured or its representative's omission, misstatement, false statement or concealment of the substantive content of this insurance, this insurance is invalid.



**Article 35 Extension Clauses**

In case of any conflict between the general provisions of the insurance policy and the extension clauses, the extension clauses shall be paramount. As to other matters not referred to in the extension clauses, the general provisions of the insurance shall be paramount.

Article 36 Termination of the policy

Unless agreed in writing by the insurer, this insurance policy will automatically terminate in the following circumstances:

1. The insured loses insurance rights;
2. Expansion of underwriting risks.

After the termination of this insurance policy, the insurer will refund the insured person's unexpired part of the insurance premium under this insurance policy on a daily basis.

Article 37 Cancellation of insurance policy

The insured can apply for cancellation of this insurance policy in writing at any time; the insurer can also notify the insured to cancel this insurance policy 15 day in advance. For the insurance premium during the effective period of the insurance policy, the former is calculated and collected by the insurer at a short-term rate, and the later is calculated and collected on a daily basis.

Article 38 Loss of rights

If any claim contains false elements, or the insured or its representative resorted to fraudulent means to obtain benefits under this insurance policy, or any loss is caused by the deliberate act or connivance of the insured or its representative, the insured is insured will lose all its rights and interests under the insurance policy. The insured shall be responsible for undertaking all losses arising therefrom, including the compensation paid by the insurer.

Article 39 Reasonable inspection

The insurer's representatives have the right to conduct on-site inspections of the insured property's risk profile at any appropriate time. The insured shall provide all conveniences and the details and information required by the insurer to assess the relevant risks. However, the above inspection does not constitute any commitment of the insurer to the insured.

Article 40 Transfer of rights and interests

If the losses under this insurance policy involve other responsible parties, regardless of whether the insurer has compensated the insured, the insured shall immediately take all necessary measures to exercise or retain the right to claim against the responsible party. After the insurer pays the indemnity, the insured shall transfer the right to recover from the responsible party to the insurer, hand over all necessary documents, and assist the insurer in recovering the compensation from the responsible party.



**Article 41 Dispute**

All disputes related to insurance between the insured and the insurer shall be settled through friendly negotiation. If the negotiation fails, you can apply for arbitration or file a lawsuit in the court. Unless otherwise agreed in advance, the arbitration or litigation shall be conducted at the location of defendant.

DEFINITIONS

Article 42 The following definitions shall apply to the terms concerned in the policy.

1. Fire: a disaster caused by combustion out of control in time or space. The Insurer shall not be liable for the peril of fire unless the following three conditions have been satisfied simultaneously:

1.1 Combustion produces heat, light and flame;

1.2 Combustion is occasional and unexpected;

1.3 Combustion goes beyond control and tends to spread and expand.

Therefore, only combustion phenomena shall not constitute the "fire" insured against in the policy. Purposive burnings in production and life, for example, burning contaminated clothes for epidemic prevention or burning the grass on waste land by fire, etc., is not the fire insured hereby but normal combustion.

In addition, the losses caused by baking, roasting or ironing shall not be insured hereby because of no combustion phenomena and tend of spreading and expanding.

The damage of electric motors, appliances and equipment caused by overuse, overvoltage, swinging cross, flash, leakage and self-heating shall not belong to fire risk insured. However, if combustion happens, goes beyond control and spreads, it constitutes peril of fire insured and the Insurer shall be responsible for compensation for the losses of electric motors, appliances and equipment.

2. Explosion: explosion includes physical explosion and chemical explosion.

Physical explosion: when liquid is changed into steam or gas expands, its pressure rises sharply and greatly exceeds the ultimate pressure that container can bear, explosion happens, such as boiler explosion, air compressor explosion, compressed gas cylinder explosion and liquid gas storage tank explosion, etc. Boiler and pressure vessel explosion is defined as follows: a boiler or pressure vessel bursts during use or pressure test to make its pressure instantaneously drop to external atmospheric pressure, which is called "explosion accident".

Chemical explosion refers to a phenomenon that an object gives off plenty of heat and gases when decomposing or burning momentarily and spreads all around at a great pressure, such as gunpowder explosion, flammable dust and fiber explosion, flammable gas explosion and various chemicals explosion, etc.

Losses caused by inherent vice, latent defect, wear and tear, inferior quality of the property or negative pressure shall not be explosion insured against hereby.

3. Lightning Stroke: a disaster caused by lightning. Lightning refers to an electric discharge phenomenon happening in cumulonimbus clouds, between clouds or between





clouds and ground. The destructive forms of lightning stroke are divided into direct lightning stroke and inductive lightning stroke.

3.1. Direct lightning stroke: loss caused as lightning hits property insured directly, which is covered hereby as direct lightning stroke liability.

3.2. Inductive lightning stroke: static induction or electromagnetic induction caused by lightning stroke makes indoor metal objects which insulate against ground produce high potential and sparks, thereby leading to fire and damage of electric appliance, or high voltage induction of lightning results in damage of electric appliance, which is insured hereby as inductive lightning stroke liability.

4. Rainstorm: a rain when the rainfall is more than 16mm per hour, or more than 30mm per 12 hours, or more than 50mm per 24 hours.

5. Flood: flash flood, flooding of rivers, landing of tide and back flow. But regular rising tide, water leakage of automatic sprinkler system, underground water seepage and water pipe burst shall not belong to flood liability hereby insured.

6. Tempest: a natural wind whose force reaches Beaufort Force 8 and speed is more than 17.2 m/s.

7. Tornado: a violent whirlwind of small range and short time whose maximum speed on land is 79m/s to 103m/s and maximum extreme speed is more than 100m/s.

8. Hailstone: ice block or ice ball falling to the ground from severe convective cumulonimbus clouds, whose diameter is greater than 5mm and core is hard.

9. Typhoon and hurricane: typhoon refers to a tropical cyclone whose maximum average force near the center reaches or exceeds Beaufort Force 12, which means wind speed is more than 32.6m/s; hurricane refers to a tropical cyclone which has the same nature with typhoon but different appearance position and area from typhoon. Typhoon forms in the northwestern Pacific Ocean, while hurricane forms in the Indian Ocean and the Atlantic Ocean.

10. Sand Storm: a weather phenomenon that strong wind blows up large quantities of dust and sand on the ground to make air dirty and horizontal visibility less than one kilometer.

11. Snow Storm: a snowfall phenomenon whose snowfall in 12 consecutive hours is equal to or greater than 10mm.

12. Ice Slush: a phenomenon that during spring break, the floating of ice blocks is obstructed and ice blocks accumulate, thereby resulting in river channel blockage and sharp rise of water level, so that river water overflows from river channel and spreads all around to cause damage.

In some areas on land, for example, mountain and valley wind gap, bitter cold makes rain and snow get iced up, these ice blocks droop and become thicker and thicker, drooping pull makes objects destroyed, which also belongs to ice slush liability insured.

13. Sudden landslide: a phenomenon that unstable soil bodies or manmade deposits on slopes slide down suddenly and integrally under the action of gravity.

14. Avalanche: a phenomenon that rock cliffs, soil cliffs and rocks crumble and collapse due to natural weathering and rain erosion and a great deal snow collapses and tumbles





down from on high suddenly under the action of gravity.

15. Mud-rock flow: a special torrent containing large quantities of sand and stones, excited by rainwater and water produced by ice and snow melting.

16. Sudden subsidence of ground: the earth's crust subsides suddenly because of natural variation and stratigraphic contraction.

The ground subsides suddenly due to tide, river and heavy rain erosion or don't have a grasp of stratigraphic conditions before building a house and there are cavities or pockets, which also belongs to sudden submergence of ground. However, building foundation settlement, crack and collapse, etc., caused by not being in accord with construction requirements don't belong to sudden submergence of ground.

17. Falling of flying objects or other objects moving in air falling of air flying machine, man-made satellite and cloud stone, object falling when a crane or a car is moving, shooting and collapse of stonework, stone blocks and earthworks caused by manual excavation and explosion, collapse of buildings and falling of other air moving objects.

18. Natural Hazards: lightning, rainstorm, flood, tempest, cyclone, hailstorm, typhoon, hurricane, sandstorm, snowstorm, ice slush, sudden landslide, avalanche, mud-rock flow, sudden subsidence of ground and any other phenomena of nature with strong destructive power and beyond human control.

19. Accident: unforeseen, uncontrollable and sudden event which leads to material damage, which includes fire and explosion.

20. Gross Negligence: an act that the doer not only fails to comply with higher requirements of legal norms, but also cannot reach the general standards a reasonable person should have paid attention to.

21. Terrorism: an 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.

22. Earthquake: the shake the earth's crust makes.

23. Tsunami: huge ocean waves caused by submarine earthquake, volcanic eruption, underwater landslide or collapse.

24. Governmental or Judicial Actions: the acts of government departments and law enforcement agencies at all levels or institutions exercising public administration and social management functions according to law to destroy, expropriate or confiscate the object insured.

25. Simple Building: building which is constructed either:

25.1. with roof or wall made of bamboo, wood, reed mat, tarpaulin, couch grass, asphalt felt, plastic film, nylon cloth, glass fiber reinforced plastic and the like; or

25.2. with close roof, but the non-close vertical area exceeds 10% of total vertical area; or

25.3. at the maximum distance over one meter between roof and walls.

26. Spontaneous Combustion: a phenomenon that under the condition of no direct action of external heat sources, an inflammable matter emits heat because of its internal physical





action (such as adsorption and radiation, etc), chemical action (such as oxidation, decomposition and aggregation, etc) or biological action (such as fermentation and bacterial putrefaction, etc), heat accumulation leads to temperature rise, when the temperature of the inflammable matter reaches a certain value, the inflammable matter burns without direct contact with open flames.

27. Reinstatement Value: expenses for rebuilding or replacing the damaged property insured to its condition when new, excluding extra charges for any alteration, betterment or improvement.

28. Water Tank and Pipe Burst: it includes frost crack and accidental burst. Water tank and pipe burst is generally caused by flaw or service wear or icing of water tank and pipe.

EXTENSIONS:

1. Supplementary Machinery and Equipment Breakdown Insurance Clause

The Insurer shall indemnify the insured in respect of the sudden and accidental physical loss of or damage to the machinery and its associated equipment insured during the insurance period caused by:

1. faulty design, manufacturing or installation, defects in casting and material;
2. faulty operation, lack of skill, bad workmanship, negligence of the workers or technicians;
3. tearing apart on account of centrifugal force;
4. overload, over-voltage, wire-contact, electrical arc, electricity leakage, short-circuit, atmosphere discharge, faradism or other electric related reason.

2. Capital Additions Clause

It is agreed that all newly acquired property as defined in this contract is automatically covered up to the limit mentioned in the Schedule subject to no prior declaration up to 10% provided declaration and agreed additional premium payment is paid.

3. Automatic Reinstatement of Sum Insured Clause

It is agreed and understood that in the event of loss or damage within the scope of insurance, the sum insured of the damaged subject matter insured shall be automatically reinstated, and the Insured shall pay the premium for the reinstated part of sum insured therefore calculated pro rata from the date of loss or damage to the expiration of the insurance period.





4. 72-Hour Clause

It is agreed and understood that any loss of or damage to the subject matter insured arising during any one period of seventy two (72) consecutive hours, caused by storm, typhoon, flood or earthquake shall be deemed as a single event and therefore to constitute one insured occurrence. For the purpose of the foregoing the commencement of any such seventy two (72) hour period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) -hour periods in the event of damage occurring over a more extended period of time.

5. Fire-extinguishing Expenses of Fire Department Extension Clause

It is hereby agreed that the Insurer is liable for indemnity of fire-extinguishing expenses legally charged by the fire department due to fire extinguishing within the scope of insurance as per the insurance contract. The above fire department does not include the fire brigade owned by the Insured. The amount payable by the Insurer under this clause shall not exceed the corresponding limit of indemnity stated in this insurance policy.

6. Breakage of Glass Extension Clause

It is hereby agreed that this insurance shall be extended to cover the breakage of glass stated in this policy caused by any reasons other than natural disasters and accidents.

7. Removal of Debris Extension Clause

It is agreed and understood that the Insurer is liable for indemnity of the costs and expenses incurred in removing, dismantling and/or demolishing of the damaged subject matter insured within the scope of the insurance as per the insurance policy.

The amount payable by the Insurer under this clause shall not exceed the corresponding limit of indemnity stated in this insurance contract.

8. Public Authorities Extension Clause

It is agreed and understood that the Insurer is liable for indemnity of the additional costs of reinstatement or restoration of the destroyed or damaged subject matter insured as may be incurred solely by reason of the necessity to implement any ordinance, law, statute or by-laws of any municipal or local authority as per this insurance contract. Provided that:

- (1) The Insurer is not liable for indemnity of the additional cost incurred in complying with any of the aforesaid ordinance, law, statute under the following cases:





- a). in respect of destruction or damage occurring prior to the granting of this Extension;
 - b). in respect of destruction or damage not insured by this policy;
 - c). under which notice of removal or reinstatement has been served upon the Insured by the relevant public authorities prior to the happening of the destruction or damage;
 - d). in respect of the restoration, removal and reinstatement of the undamaged subject matter insured (not including the insured foundation).
- (2) The work of reinstatement and restoration of the Insured must be commenced and carried out immediately, and in any case must be completed within 12 months after the destruction or damage or within such further time as the Insurer may in writing allow and may be carried out upon another site (if the aforesaid ordinance, law, statute so necessitate) subject to the liability of the Insurer under this Extension not being thereby increased.
- (3) In case the subject matter insured under this insurance contract is damaged, the liability of the Insurer shall be reduced by application of any of the provisions of the insurance contract, the liability of the Insurer under this Extension shall be reduced accordingly.
- (4) The total amount of indemnity payable by the Insurer for any item of the damaged subject matter insured shall not exceed the sum insured of such item stated in this insurance contract.

9. Temporary Removal Extension Clause

It is agreed and understood that the Insurer is liable for indemnity of the loss of or damage to the subject matter insured (excluding stock) caused by the insured event whilst temporarily removed for cleaning, renovation, repair or other similar purposes, or temporarily removed to elsewhere in China P.R. (excluding Hong Kong, Macao and Taiwan) from the premises stated in this policy in transit thereto and there from by road, water, rail and air as per this insurance contract.

Provided that:

- (1) The amount recoverable of the removed subject matter insured shall not exceed the amount which would have been recoverable for the loss or damage occurred in that part of the premises from which it is removed, nor 10% of the sum insured by this policy after deducting the value of any building or stock in trade hereby insured;





- (2) This Extension does not apply to the subject matter insured if and so far as it is otherwise insured;
- (3) This Extension does not apply to items covering stock and merchandise of every description. The Insurer shall not indemnify the Insured for any loss occurring elsewhere than at the premises from which it is temporarily removed;
- (4) This Extension does not apply to:
 - a). motor vehicles and motor chassis licensed for normal road use;
 - b). property held by the Insured in trust, other than machinery and plant.

The amount of indemnity of the Insurer under this clause shall not exceed the corresponding limit of indemnity stated in this insurance contract.

10. Payment on Account Clause

It is hereby agreed and understood that the Insurer may pay the indemnity for the part of loss or damage in advance with an amount of 50% of expected amount of indemnity as per the request of the Insured and suggestion of the adjuster in the event of loss of damage under this policy.

11. Errors and Omissions Clause

It is agreed and understood that the rights and benefits of the Insured under this insurance contract shall not be affected for any delay or unintentional error or omission when the Insurance Applicant and the Insured inform or notify the Insurer of alternations of locations occupied or value of the subject matter insured, or describe the additions of perils on the subject matter insured or any other important information. Provided that the Insurance Applicant and the Insured shall notify the Insurer of such delay, error or omission as soon as practicable after knowledge thereof and pay a possible additional premium for the period from the date of additions of perils until the expiry of the insurance period, otherwise, the Insurer bears no liability.

12. Out of Control Clause

It is agreed and understood that the Insured's breach of terms and guarantees of this insurance policy under the circumstance of out of control or non-existent fault shall not affect the warranties of this insurance policy.



**13. Professional Fees Extension Clause**

It is agreed and understood that the Insurer shall indemnify the Insured for the architects', surveyors', consulting engineers' fees necessarily incurred by the Insured in the reinstatement of the property insured consequent upon its destruction or damage by peril hereby insured against but not any fees for the preparation of a claim or estimate of loss.

It is understood that indemnity payable by the Insurer for such fees shall not exceed the amount authorized under the scales of the related professional department regulating such charges prevailing at the time of reinstatement of the property insured; provided that the total amount recoverable shall not exceed the limit of indemnity stated in this insurance contract.

14. Earth Movement Clause

It is agreed and understood that this insurance extends to cover natural losses and damages caused by any natural or man-made earth movement, including but not limited to earthquakes, landslides, and ground subsidence. This clause does not apply to property in transit.

15. Flood Extension Clause

It is agreed and understood that this insurance extends to cover the natural loss or damage caused by floods, waves, tides, water discharge, flooding, bank bursts (natural or artificial), or splashes caused by any of the above reasons.

This clause does not apply to property in transit.

16. Additions, Alternations or Repair Contract Clause

This clause will automatically cover any loss/damage of insured property incurred during the expansion, reconstruction, maintenance, and decoration of the insured property, but the insured must notify the insurer in advance in writing.

17. Earthquake Extension Clause

It is agreed and understood that the Insurer is liable for indemnity of the direct losses/damages to the insured property directly caused by the earthquake or the tsunami, fire, explosion, landslide, and land subsidence caused by the earthquake.





18. Replacement Value Clause

It is agreed and understood that the agreed value insured to be the replacement value at the time of an insured event shall apply the follows:

In the event of a loss within the scope of this insurance liability, the compensation amount shall be based on the reinstatement value of the damaged insured property and calculated without deduction of depreciation.

Replacement value refers to:

- (1) The price to rebuild or reinstate the damaged property.
- (2) The price to repair or restore the damaged property.

No matter which method is adopted, the purpose is to restore the damaged property to its original state, that is, the state of the property after repair or restoration is neither better nor worse than the standard before the damage.

19. Expediting Expenses Extension

The insurer shall indemnify the insured up to the limit of indemnity specified in the schedule in respect of reasonable extra costs for overtime, night-work, work on public holidays, express freight (except airfreight) incurred to rectify loss of or damage to property insured.

20. Automatic Cover Clause

It is hereby agreed that indemnity provided by this Policy shall apply automatically and shall include all new or additional property as described in the Schedule from the time that construction or acquisition of such property is completed or that title to such property is transferred to the Insured or the Insured becomes responsible for such property (unless insured by other policies). But the liability of the Insurer for such extension shall not exceed USD 5 million.

21. Inland Transit Clause

It is agreed and understood that this insurance shall be extended to cover loss of or damage to the property insured whilst in transit within the scope of areas specified in this insurance policy.



**22. Strike, Riot And Civil Commotion**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Contract or endorsed thereon, this Contract shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by:

- (i). the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- (ii). the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
- (iii). the willful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out;
- (iv). the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

23. Multiple Insured Clause:

It is noted and agreed that any other entities can be added to this insurance as an additional insured if it is approved by the insured and specifically indicated in the endorsement.

If there is more than one insured in this insurance policy, the first insured in the insurance policy will become the representative of the other insureds. And it can entrust other insureds with full authority to deal with the claims of the part of its insurance interests in writing, and the insurer must approve it.

All the insureds listed in this insurance agreement should be deemed as each insured holding an independent insurance policy, but the insurance company's full insurance liability for all insureds shall not exceed the indemnity limits specified in the insurance policy.

24. Co-Insurance Clause

It is hereby agreed and understood that the sum insured having been declared by the Insured is up to 80% of the total value insured, the Insurer shall calculate the indemnity as per the actual loss or damage within the sum insured at the time of any loss or damage under the insured perils; in case less than 80% of the total value insured, the Insurer shall calculate the indemnity as per the proportion of the sum insured bears to the total value





insured. Every item, if more than one, of the subject matters insured specified in this insurance contract shall be separately calculated the indemnity as per this rider.

25. Automatic Extension Clause

It is agreed that this insurance policy will be automatically extended according to the original policy wording after being notified by the insured. The insured shall notify the extension 5 days before the expiry date of this insurance policy. The premium will be calculated on a pro-rata basis at the rates applying during the expiring period of insurance.

26. Exclusion of Computer Clause

It is agreed and understood that the Insurer shall not indemnify the following losses and expenses:

Any loss of, damage to, destruction of, distortion of, error or change in electronic data for any cause (including but not limited to computer virus), or any forfeiture of the value of use, or reduction of functions, or any expenses and costs, whether or not there is any other causes lead to such loss jointly or one after another.

Electronic data refers to certain fact, concept and information which can be interpreted or handled by electronic data processing equipment or electronic control equipment, including program, software and other coding dictates used for data processing and manipulation or equipment dictates and operation.

Computer virus refers to a series of devastating, harm or unauthorized dictates or codes, including a series of viciously introduced and unauthorized dictates, codes, program or any other object which can be transmitted via computer system or network. Computer virus includes but not limited to Trojan horses, worm and time or logic bomb.

Nevertheless, in the event of the occurrence of any event aforementioned in paragraph two which cause the insured event happened, then this Policy shall indemnify the material damage to the property insured directly caused by such insured event subject to otherwise provisions, conditions and exclusions of this Policy during the period of insurance.

27. Animal/Rodent/Insect Bite Clause

It is agreed by both parties that this insurance extends the coverage of the loss or damage of the insured property due to animal/rodent/insect bite.



**28. Automatic Sprinkler System Water Damage Extension Clause**

It is hereby agreed that the Insurer is liable for indemnity of the loss of or damage to the subject matter insured caused by or resulting from the sudden burst and/or malfunction of the automatic sprinkler system as per the insurance policy.

29. Smoke Damage Clause

It is agreed and understood that the Insurer shall indemnify the direct property loss of or expense incurred for removing debris of the item insured arising out of smoke caused by accidents subject to the terms and conditions of this Policy.

30. Waiver of Apportion Clause

It is agreed and understood that, if there are other insurances with the same coverage as listed in this insurance policy, this insurance will waive the liability for proportionally apportioned compensation, and the insurer shall be responsible for indemnifying the insured for all the compensation due to the insured in accordance with the terms of this insurance policy.

31. Storage Off the Site Clause

Subject to the provisions, exclusions, conditions and endorsements of this Policy, this insurance shall be extended to cover any loss of or damage to the materials and equipment purchased anywhere of the world when storing off the site in an area stipulated in the Policy.

The maximum amount payable shall not exceed USD 1.5 million for loss per storage unit.

32. Temporary Protection Extension Clause

It is hereby agreed that the Insurer is liable for indemnity of the necessary expenses due to the reasonable and temporary or permanent repair, protection of the damaged subject matter insured as per the insurance contract.

But such expenses are confined solely to the protection of the damaged subject matter insured from further damage.

The amount payable by the Insurer under this clause shall not exceed the corresponding limit of indemnity stated in this insurance contract.





33. Non-Invalidation Clause

It is agreed that this Insurance shall not be invalidated due to the occurrence of the following circumstances:

- (1) When the insured is unknown about the increasing of risk of the insured property, but the insured must immediately notify the insurer when it knows the situation, and pay additional premiums that may be caused by the increased risk.
- (2) Risk changes caused by general maintenance work at the premises specified in this insurance policy.

34. Malicious Damage Clause

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover loss of or damage to the insured property caused by the malicious act of any person.

35. Property Off the Site Clause

It is agreed and understood that this insurance shall be extended to cover the property insured removed off the site for the purpose of repair, examination or avoiding the covered perils for less than 60 days from the removal date subject to 10% of the total sum insured.

36. Reinstallation Cost Clause

It is agreed and understood that this policy is extended to cover the reinstallation and/or rearrangement cost due to the damage of machinery equipment caused by any insured peril. But the total amount of compensation under this policy shall not exceed the limit of indemnity.

37. Important Documents Special Clause

It is hereby agreed and understood that the Insurer is liable for indemnity of re-drawing or re-production costs caused by the loss of or damage to works drawings and documents due to the perils insured under this insurance contract.

The limit of indemnity per occurrence under this clause shall be USD 100,000, and the accumulated limits shall be USD 200,000.

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





38. Theft and Robbery Extension Clause

It is agreed and understood that the Insurer is liable for indemnity of the loss of or damage to the subject matter insured due to theft or robbery act by following upon a violent entry into and out the premises where it is located or recorded by the electronic monitoring system, which have been identified by the police department as per the insurance policy.

However, the Insurer shall not be liable for:

- (1) due to burglary or robbery by any member of the family of the Insured, and his employees, lodgers who directly or indirectly involve and/or instigate others to commit it;
- (2) shortage identified at the time of stock-taking.

39. Subrogation Waiver Clause

It is agreed and understood that the Insurer agrees to waive any rights remedies or relief to which they might become entitled by subrogation against:

- (1) any company associated or joint venture with the Insured;
- (2) any of the Insured's subsidiary or holding companies;
- (3) any directors, partners;
- (4) any employees.

Provided that the Insurer shall retain any rights remedies against the intentional acts of any part above.

40. Overhaul Extension Clause

It is hereby agreed and understood that this insurance is extended to cover the loss of or damage to the property insured arising from dismantling for cleaning, repair or maintenance, and/or incurred during the above-mentioned operations, or during the subsequent reinstallation, testing and commissioning, caused by the perils insured hereby.

41. Storm Extension Clause

It is agreed and understood that the Insurer is liable for indemnity of the loss of or damage to the subject matter insured arising caused by lightning, rainstorms, floods, storms, tornadoes, hail, typhoons, hurricanes, blizzards, ice and sandstorms.





42. Spontaneous Combustion Clause

It is hereby declared and agreed that this insurance covers loss of or damage to the insured property caused by its own spontaneous combustion, notwithstanding anything stated to the contrary in the printed conditions of the policy.

43. Cross liability clause

It is agreed and understood that if the insured includes more than one party, and any party operates as an independent entity, then this insurance is effective to the same extent for each party, as if each party had been issued a separate insurance policy.

The rights of one party of the insured under the insurance policy shall not be affected by the fraud, misleading, concealment or breach of contract by the other party of the insured. In any case, the limit of liability under this insurance policy shall not be increased.

44. Repeat Tests Extension

If as a result of a peril insured against hereunder it becomes necessary to repeat any test or to carry out subsequent test(s) Insurers hereon will bear the cost of any such repeated and/or subsequent test(s).

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

45. Terrorism Activity Clause:

The insurance extends the coverage of direct material loss or loss of the insured property caused by terrorist activities of any terrorist or organization in the business premises listed in the schedule of this insurance contract. The insurer shall be liable for reasonable expenses arising from the above loss.

Prepared By:

Reviewed By:

Authorized Signatory:

