

中国平安财产保险股份有限公司

Affiliated FM Property Insurance Endorsement

(本条款适用于 Power Intergrations 项目或其他有类似需求客户以协议方式承保)

1. Control Of Damaged Merchandise

The general terms and conditions of this policy are amended to include:

In case of loss or damage to [ENTER DESCRIPTION OF THE PROPERTY], the Insured will have full right to the possession and control of all such damaged goods.

After suitable tests have indicated which of the above goods have been damaged, the Insured, exercising a reasonable discretion, will be the sole judge as to whether such damaged goods are suitable for reprocessing or for marketing. Damaged goods deemed by the Insured to be unfit for reprocessing or for marketing will be sold or otherwise disposed of by the Insured or with the Insured's consent, but the Insured will allow this Company any salvage obtained on any sale or other disposition of such goods.

2. Application of Flood and Wind and/or Hail Deductibles

If an occurrence involves loss or damage caused by or resulting from both:

a. Wind and/or hail; and

b. Flood;

Then:

1) A specific wind and/or hail deductible; and

2) A specific flood deductible;

Will apply separately to each location.

Such loss or damage will be adjusted separately and will be subject to its respective deductible.

3. Extended Period of Indemnity

The following paragraph shown in section 1., Coverage Provided, A. of the Business Interruption Endorsement, [ENTER THE NAME OF THE BI FORM] attached to this policy is amended to:

1. Coverage Provided:

A. The actual loss sustained by the Insured due to the necessary interruption of business during the period of interruption, and [ENTER NUMBER OF DAYS] consecutive days following that period;

4. Money:

Section D Extensions of Coverage 22. Money and Securities is extended as follows;

This policy extends to cover direct physical loss or damage to money at the locations described in the Declarations resulting from:

a) Robbery while such property is in the care and custody of an employee of the Insured

b) Robbery or theft from a locked safe

c) A peril insured by the policy

The policy excludes cover from transit outside the described locations.

There will be no coverage for any loss or damage to money unless such loss is reported to the company within 14 days of the date of direct loss.

5. Selling Price Clause (used on Manufacturing Accounts)

The following paragraphs shown in Section G., General Conditions, Basis of Valuation, are amended to

- a. 1) On stock in process: The regular cash selling price at the location where loss occurs, less all discounts and charges including unperformed labour expended with the proper proportion of overhead charges, which the merchandise would have been subject to had no loss occurred.
- a. 2) On finished goods manufactured by the Insured: the regular cash selling price at the location where loss occurs, less all discounts and charges which the merchandise would have been subject to had no loss occurred.

All other goods sold awaiting delivery: the regular cash selling price at the location where loss occurs, less all discounts and charges which the merchandise would have been subject to had no loss occurred.

6. Selling Price Clause (used on Retail Accounts)

The following paragraphs shown in Section G., General Conditions, Basis of Valuation, are amended to

- a. 1) On stock in process: The regular cash selling price at the location where loss occurs, less all discounts and charges including unperformed labour expended with the proper proportion of overhead charges, which the merchandise would have been subject to had no loss occurred.
- a. 3) On raw materials, supplies, and other merchandise not manufactured by the Insured: the replacement cost.

On raw materials, supplies, and other merchandise not manufactured by the Insured that are offered for sale prior to loss: the regular cash selling price at the location where loss occurs, less all discounts and charges, which the merchandise would have been subject to had no loss occurred.

7. Lost Lease:

This policy is extended to cover the **rents** loss due to the cancellation of a lease by any of the Insured's tenants resulting from direct physical loss or damage insured by this policy at a **described location**.

The company's liability for such canceled leases resulting from such loss is limited to the **rents** that would have been paid, for the time period beginning:

1. When, with due diligence and dispatch, physically lost or damaged property could be repaired or replaced and made ready for production or business operations or services under the same or equivalent physical operating conditions at the **location** that existed prior to such loss or damage.
2. And ending;
 - a) Twelve (12) months immediately following the time period outlined in **a.** above:
 - b) With the expiration date of each cancelled lease; or
 - c) When the location is leased;

Whichever first occurs, but in no event will exceed the limit of liability shown in the declarations.

No coverage is provided for loss caused by the Insured: canceling; suspending; or allowing for the lapse of such lease.

8. Research and Development Expense: (Gross Profits)

This policy is extended to cover **ordinary payroll** and loss of **insured fixed charges** as a direct result of direct physical loss or damage of the type insured by this policy to insured property not excluded at a **location** and utilized in research and development activities. The **ordinary payroll** and **insured fixed charges** must be directly attributable to such research and development activities, which in themselves would not have produced **gross profit** during the period of indemnity.

9. Application of Policy to Date and Time Recognition

It is understood and agreed that, with respect to situations caused by the so-called "Year 2000" (hereinafter Y2K) problem, or any similar date or time recognition problem by computer hardware or software, this policy applies as follows. Date or time recognition means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

1. The policy does not pay for remediation, change, correction, repair or assessment of any Y2K or similar date or time recognition problem in any computer hardware or software, whether preventative or remedial, and whether before or after a loss, including temporary protection and preservation of property. The policy does not pay for any business interruption loss resulting from the foregoing remediation, change, correction, repair or assessment.
2. Failure of computer hardware or software to correctly recognise, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more dates or times, including Year 2000, is not physical loss or damage insured against under the policy, the policy does not pay for any such incident or for any business interruption loss resulting from any such incident.

3. Subject to all of its terms and conditions, the policy does pay for physical loss or damage not excluded by the policy which results from a failure of computer hardware or software to correctly recognise, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more dates or times. Such covered resulting physical loss or damage does not include any loss, cost, or expense described in 1 or 2 above. If such covered resulting physical loss or damage occurs, and if this policy provides time element coverage, the subject to all of its terms and conditions, the policy also covers any insured business interruption loss directly resulting therefrom.

“Computer hardware or software” as used herein means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programmes or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.

“Data” as used herein includes but is not limited to “Electronic Data Processing (EPD) Data” as defined elsewhere in this policy.

10. Business Interruption Endorsement - Extra Expense

1. COVERAGE PROVIDED:

In consideration of additional premium, this policy is extended to cover the actual loss sustained by the Insured due to the necessary interruption of production or business operations or services during the period of interruption of **Extra Expense**;

Directly resulting from direct physical loss or damage, insured by this policy to property not excluded, utilized by the insured, and at a **location**, but only to the extent the Insured is unable to make up production and resume or continue operations or services, partially or entirely, by utilizing damaged or undamaged property all whether or not at a **location(s)**.

2. CONDITIONS:

In determining the loss payable under this endorsement, this company will give consideration to:

- A. The experience of the business before and the probable experience during the period of interruption.
- B. The continuation of only those normal charges and expenses that would have existed had no interruption of business operations or services occurred.

3. PERIOD OF INTERRUPTION:

For the purposes of determining the loss payable under this endorsement due to an interruption of business operations or services at a **location** directly resulting from direct physical loss or damage the company will apply the following:

A. For Business Operations: The period of interruption is:

- 1) The period from the time of such loss or damage insured by this policy,
To the time
- 2) When, with due diligence and dispatch, such lost or damaged property could be repaired or replaced and made ready for business operations or services under the same or equivalent physical operating conditions at the **location** that existed prior to such loss or damage.

B. For Buildings in the Course of Construction/Renovation: The period of interruption for alterations or additions to existing property and property in the course of construction will be determined as follows:

- 1) The period from the time of such loss or damage insured by this policy,
To the time
- 2) When, with due diligence and dispatch, such lost or damaged property could be repaired or replaced to the same or equivalent degree of completion at the **location** that existed prior to such loss or damage.

This period of time will be applied to the level of business operations or services that would have been reasonably achieved after construction and startup would have been completed had no direct physical loss or damage happened.

The Period of Interruption in **A** and **B** above:

1. Will include that period for which physically lost or damaged **raw materials** would have supplied production or business operating or servicing needs.

2. Will not include any additional time resulting from the inability to procure suitable **raw materials** and/or supplies to replace those physically damaged or destroyed.
3. Will not include any additional time required for making change(s) to the buildings, or structures, for any reason except as set forth in the Demolition and Increased Cost of Construction extension contained within the policy, nor any additional time for re-staffing or retraining employees.
4. Will not be limited by the expiration of this policy.
4. **LIMIT OF LIABILITY:**

The company's maximum limit of liability per occurrence for all loss under this endorsement will not exceed the sub-limit of liability shown in the declarations section.

Extra Expense Sub-Limit
The company's maximum limit of liability per occurrence for all **extra expense** loss under this endorsement will not exceed the sub-limit of liability shown in the declarations section.

Extensions of Coverage
The company's maximum sub-limit of liability per occurrence for all the Section 5., Extensions of Coverage are shown in the declarations section.
5. **EXTENSIONS OF COVERAGE:**

The following coverages apply, subject to the terms and conditions of the policy, and to the extent shown in the declarations section.

 - A. **Civil Authority:**

This policy is extended to cover the **extra expense** when, as a direct result of direct physical loss or damage of the type insured by this policy to property not excluded by this policy, access to the **location** is prohibited by order of civil authority. This coverage is provided for no more than the number of consecutive days as shown in the declarations section starting from the time of such order of civil authority.
 - B. **Off-Premises Service Interruption:**

This policy is extended to cover the **extra expense** as a direct result of interruption of the following incoming and outgoing services. The loss of such services must be a direct result of direct physical loss or damage of the type insured by this policy to property not excluded by this policy at the facilities of the service provider(s).
Covered services are incoming electric, gas, fuel, steam, water, refrigeration, and outgoing sewerage.
This coverage does not apply to: service interruption due to deliberate act(s) by the supplying entity to shed load, to maintain system integrity, **flood, earth movement**, or at unnamed locations whether or not such coverage is provided elsewhere in this policy. Resultant and concurrent interruptions are considered as one event.
6. **EXCLUSIONS:**

This endorsement does not cover any of the following:

 - a. Any loss during any period in which business operations or services, including rental activities, would not have been maintained for any reason other than direct physical loss or damage insured by the policy.
 - b. Any increase in loss due to the suspension, cancellation, or lapse of any lease, contract, license, or order
 - c. Any additional loss due to:
 - 1) Fines or damages for breach of contract,
 - 2) Late or non-completion of orders or penalties of any nature whatsoever, or
 - 3) Any other consequential or remote loss.
 - d. Any loss resulting from physical loss or damage to property in transit.
 - e. Any remaining or residual value of property obtained in reducing loss payable, or in continuing the business operations or services.
7. **DEFINITIONS:**

Extra Expense means:
The reasonable and necessary expenses in excess of normal incurred by the insured during the period of interruption to:

 - a) Temporarily continue as nearly normal the conduct of the Insured's business.
 - b) Temporarily use the property of the Insured or others,

All less any value remaining at the end of the period of interruption for property obtained in connection with the above.

Extra Expense does not mean:

1. Any loss of income.
2. Expenses that normally would have been incurred in the conduct of the Insured's business.
3. Cost of permanent repair or replacement of property that has been damaged or destroyed.

All other terms and conditions of this policy remain unchanged.