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## South China Insurance Location and Processing Endorsement

102.01.11(102)華產企字第 013 號函備查

1. Effective as agreed and in consideration of premiums as agreed, this Contract, subject to all its terms and conditions not in conflict with this Endorsement, is extended to cover the Assured's inventory/merchandise, excluding fixed assets while situated **at the locations listed herein.**
2. An accurate record shall be kept by the Assured of all property covered by this Endorsement and such record shall be open to the inspection of any authorized representative of this Company.
3. This insurance remains in full force whilst the goods insured are under any process but in no case shall extend to cover damage thereto solely caused by such a process.
4. In case of loss or damage to goods covered by this insurance, the basis of determining the amount of this Company's liability shall be the following:

**All goods in storage shall be valued at invoice value. If the storage period is over one year, goods should be valued at replacement cost value.**

5. Coverage under this Endorsement excludes:
  - (a) Loss resulting from any dishonest action or acts committed alone or in collusion with others, by any employees of the Assured, whether or not such acts are committed during regular business hours;
  - (b) Any unexplained loss, mysterious disappearance, or loss or shortage disclosed in taking inventory;
  - (c) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils insured against in this Contract; however, subject to the foregoing and all provisions of this Contract, direct loss by fire resulting from nuclear radiation or radioactive contamination is insured against by this Contract;
  - (d) i. Hostile or warlike action in time of peace or war, including action in hindering, combatting or defending against an actual, impending or expected attack, (a) by government or sovereign

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power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of such government, power, authority or forces;

ii. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

iii. Insurrection, rebellion, revolution, civil war, usurped power, action taken by governmental authorities in hindering, combatting or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

(e) Risks excluded by the Clause Paramount Nuclear Exclusion Clause contained in this Contract.

#### 6. Deductible(s) :

(a) For locations whose estimated stock amount is larger than (As arranged) :

For loss or damage to stock caused by Nature Peril(s), each claim for loss or damage shall be adjusted separately and from the amount of the claim, as adjusted, there shall first be deducted the sum of (As arranged) of the loss amount of the property insured (using the applicable policy valuation basis) at the time and place of loss, subject to a minimum deductible of (As arranged). This deductible applies per any one occurrence. In no case shall the deductible be more than (As arranged).

For loss or damage to stock caused by perils other than Nature Peril(s), each claim for loss or damage shall be adjusted separately and from the amount of the claim, as adjusted, there shall first be deducted the sum of (As arranged).

(b) For locations whose estimated stock amount is smaller than (As arranged) :

For loss or damage to stock caused by Nature Peril(s), each claim for loss or damage shall be adjusted separately and from the amount of the claim, as adjusted, there shall first be deducted the sum of (As arranged) of the loss amount of the property insured (using the applicable policy valuation basis) at the time and place of loss, subject to a minimum deductible of (As arranged). This deductible applies per any one occurrence. In no case shall the deductible be more than (As arranged).

For loss or damage to stock caused by perils other than Nature Peril(s), each claim for loss or damage shall be adjusted separately and from the amount of the claim, as adjusted, there shall first be deducted the sum of (As arranged).

**Only the highest single deductible shall apply in the event of two or more of the deductible stated in the Schedule being applicable to one occurrence.**

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7. The Assured shall, as soon as practicable, report to this Company every loss or damage which may become a claim under this Endorsement.
8. No suit, action or proceeding for the recovery of any claim under this Endorsement shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Assured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the State within which this Contract is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced with the shortest limit of time permitted by the laws of such State to be fixed herein.
9. This Contract does not attach to or become insurance upon property herein described which, at the time of any loss, is otherwise insured until the liability of such other insurance has been exhausted, and shall thence cover only such loss or damage as may exceed the amount due from such other insurance (whether valid or not and whether collectible or not) after application of any contribution, co-insurance, average or distribution or other conditions contained in policies of such other insurance affecting the amount collectible thereunder, not, however, exceeding the limits set forth herein.
10. This entire insurance shall be void if the Assured or his agent has concealed or misrepresented in writing or otherwise any material facts or circumstances concerning this insurance or the subject thereof, or if the Assured, or his agent, shall make any attempt to defraud this Company either before or after a loss.
11. For the purpose of this insurance "location" is defined as any building, tank, dock, pier, bulkhead (or group thereof) bounded on all sides by public streets or open waterways or open land space, each of which shall not be less than fifty feet wide, (for the purposes of this definition any bridge or tunnel crossing such street or waterway or open space shall render such separation inoperative).

IT IS UNDERSTOOD AND AGREED THAT, IN THE EVENT OF CANCELLATION OF THE CONTRACT TO WHICH THIS ENDORSEMENT IS ATTACHED, THE INSURANCE PROVIDED FOR HEREUNDER SHALL TERMINATE IMMEDIATELY UPON SUCH CANCELLATION, AND NO CLAIM FOR LOSS OR DAMAGE ARISING AFTER SUCH DATE SHALL BE RECOVERABLE HEREUNDER.