华泰财险附加营业中断波动条款(仅用于石油、天然气及石油化工产品合同)

- 1. 在符合主保险条款的其他条款、条件和责任限额条款的前提下:
 - 1.1. 对于营业中断导致的赔偿责任,保险人的每年赔偿限额为受到损失的营业场所申报的每 年营业中断保险价值的125%;及
 - 1.2. 对于营业中断导致的赔偿责任,保险人的每月赔偿限额为受到损失的营业场所申报的每 月营业中断保险价值的125%。若无申报的每月营业中断保险价值,用于计算每月赔偿限 额的每月营业中断保险价值应当等于受到损失的营业场所申报的每年营业中断保险价值 除以12;及
- 2. 若申报的保险价值所对应的期间长于或短于一年,则每年的保险价值应当按比例计算。
- 为免歧义,导致损失的营业中断期间大于10个月不满12个月的,赔偿限额应当以每年赔偿 限额为准。营业中断期间大于12个月的,赔偿限额应当根据每年赔偿限额按比例计算。
- 4. 不论本保险的其他条款、条件和责任限额条款有任何约定,经保险人书面同意,被保险人可以在保险期间内的任何时间更改营业中断保险价值。保险费将在本保险到期后或在更改营业中断保险价值时,按照本保险的条款根据申报的保险价值更改比例进行调整。当营业场所受到损失时,上述 1.1 及 1.2 项下的营业中断赔偿限额应当以损失发生时双方认可的申报的保险价值为准。
- 5. 对于下列本保险未另行定义的术语,本批单定义如下:
 - 5.1. 营业是指明细表记载为被保险人的实体所从事的经营业务。
 - 5.2. 损失应当以主保险条款定义为准。
 - 5.3. 营业场所是指明细表记载的一个或多个营业场所。

BUSINESS INTERRUPTION VOLATILITY

(CLAUSE For use on Oil, Gas and

Petrochemical Contracts)

- 1. Subject to the other terms, conditions, and limitations of this (Re)Insurance:
 - 1.1 the Annual Cap for business interruption indemnity shall be 125% of the declared annual business interruption value of the Location(s) suffering Damage; and
 - 1.2 the Monthly Cap for business interruption indemnity shall be 125% of the declared monthly business interruption values of the Location(s) suffering Damage. In the absence of declared monthly business interruption values, monthly business interruption values used to calculate the Monthly Cap shall equal the declared annual business interruption value of the Location(s) suffering Damage divided by twelve; and
- 2. If the values are declared for a period which is more, or less, than one year, then the annual value shall be calculated on a pro-rata basis.
- For the avoidance of doubt, for interruptions of greater than 10 months following Damage, the Annual Cap shall apply. For interruptions greater than 12 months the Annual Cap shall apply on a pro-rata basis.
- 4. Notwithstanding the other terms, conditions, and limitations of this (Re)Insurance, business interruption values can be updated by the (Re)Insured and agreed by the (Re)Insurers in writing at any time during the Period of Insurance. Premium will be adjusted in proportion to the change in values declared either at expiry or at the time of re-declaration, in accordance with the terms of this (Re)Insurance. However, in the event that the Location(s) suffer Damage, the business interruption indemnity caps under paragraphs 1.1 and 1.2 shall be based on the declared values agreed at the time of the Damage.

Definitions

5. Where not otherwise defined in the (Re)Insurance, for the purposes of this endorsement:

- 5.1 Business shall mean the entities stated as insured in the schedule.
- 5.2 Damage shall be defined as per the original policy.
- 5.3 Location(s) shall mean the location or locations listed in the schedule.