## 华泰财险附加有关存货和库存的其他条件条款(CB-H 版)

 由于投保人、被保险人的公司规定要求保护商业上的保密/敏感信息,因此要求保险人在 处理、调整或确定理赔时遵守下述要求,即被保险人可能无法为某些设备和/或零配件提供 "发票"或成本明细。

2)根据被保险人的要求豁免其提供采购、销售发票。如果被保险人无法为包含保密信息的存货提供发票和/或成本明细,将由委托的理算师前往被保险人办公场所检查计算机中的数量/价值/成本记录,但理算人将不会从被保险人的办公场所复制或带走这些记录。关于代位请求赔偿的权利放弃,保险人同意在 100,000 美元(扣除免赔额后)的金额范围内放弃对第三方代位请求赔偿的权利。

a)如果损失价值在扣除免赔额后高于 50,000 美元(不含 50,000 美元),保险人可以按照被保险人 ERP 系统中的成本价格确认金额;

b)如果损失价值在扣除免赔额后不高于 50,000 美元(含 50,000 美元),则

i. 在当地有特别合规要求的国家或地区,保险人可以按照被保险人 ERP 系统中的 成本价格确认金额;

ii. 在当地无特别合规要求的国家或地区,被保险人应当向保险人提供受损存货的 清单及其在被保险人 ERP 系统中的成本总价,并加盖被保险人的公司公章,在满足前述条 件的情况下,保险人将不再确认被保险人系统中显示的价值。

3)如果承保国家适用增值税或消费税且不可退税,则保险理赔应当包含增值税或消费税, 但前提是该等增值税或消费税已经在提供给保险人的资产明细表中申报。

4) 损失理算师/勘查员应当与被保险人紧密合作,如果所涉设备具有独特性并且仅能由被保 险人修复合格或者为了被保险人的信息安全考虑,则在理赔处理时应采用被保险人自身的标 准。但若质量管理信息系统与保险人的调查结果在损失程度上存在差异,保险人由此认为需 要在理赔过程中采取不同方法的,保险人保留根据赔案实际情况评估赔偿的权利。

## Other Conditions in respect to Stocks / Inventory Clause

1) Due to the Policyholder and/or Insured's corporate policy to protect commercially confidential/sensitive information, insurers are required to accept the following

conditions when handling or adjusting or setting claims that the Insured may not be able to provide "Invoices" or cost breakdown for certain equipment &/or spare parts.

- 2) Waiver of Purchase / sale invoice should be made at the request of the Insured. When the Insured is unable to provide invoice and/or cost breakdown for <u>stock with</u> <u>confidential information</u>, the appointed adjuster would visit the Insured's office to check the unit/value/cost records from the computer and would not make copy or take away those records from the Insured's office. In respect to subrogation waiver, the Insurer agrees to drop the subrogation action against the 3<sup>rd</sup> parties up to USD 100,000 net of Deductible.
  - a) if loss value is higher than but not including USD 50,000 net of deductible, the Insurer is authorized to confirm cost value as contained in the Insured's ERP system,
  - b) if loss value is no higher than and including USD 50,000 net of deductible,
    - i. for any country/region where any special local compliance requirement applies, the Insurer is authorized to confirm cost value as contained in the Insured's ERP system,
    - ii. for other countries/regions where no special local compliance requirement applies, the Insured is to provide to the Insurer a list of damaged stocks and a total value as contained in the Insured's ERP system, which is to be chopped with the Insured's company official seal, in which case the Insurer is not to re confirm the value in the Insured's system.
- 3) The claim settlement should include VAT/GST, if any, which is applicable to the Insured countries and on conditions that the same cannot be applied for rebate. *Subject to the VAT/GST being declared in the Asset Schedule to the Insurers*.

4) Loss adjusters / surveyors should work closely with the Insured and use the Insured's own standard for claims handling in case the equipment is unique and may only be satisfactorily repaired by the Insured or for the reasons of information security of the Insured. *The Insurers reserve the right to assess the claim based on actual claim situation should the Insurers feel that they need to adopt a different approach* 

throughout a claim procedure due to any differences on the extent of Damage between the QIS and the Insurers' investigation findings.