

华泰财险附加赔偿标准条款（CB-T 版）

（a）对于建筑物、机器、厂房及所有其他财产和内有的物品（除非本条款下文明确规定），赔偿标准是根据重置、替换和重置其他费用条款确定的重置、替换或修理费用。

前提是，如果被保险人要求赔偿受损财产的补偿价值，保险人将向被保险人赔偿该财产遭受损害之时的价值。在任何情况下，保险人均将赔偿被保险人根据重置其他费用条款所支付的费用。

（b）对于原材料、物资和其他非被保险人生产的商品，赔偿标准是替换地当时的替换费用，如果没有替换财产，则为被保险人获取该财产的原始成本或财产受损地当时的价值（以高者为准）。如果从被保险人的角度来看该财产已无用处，则无论其是否被替换，赔偿标准均是被保险人获取该财产的原始成本或财产受损地当时的价值（以高者为准）。

（c）对于正用于生产的材料，赔偿标准是替换地当时的原材料替换费用加上受损地当时的人工成本和所有其他相关的管理费用。

（d）对于被保险人制造的产成品，赔偿标准是原材料的替换费用加上人工成本和其他用于或分配给产成品的管理费用（**但扣除利润部分**）或重新制造该产品的成本（**以低者为准**）。

（e）对于仍由被保险人负责的已售出未交付产品，根据销售合同的规定由于发生损害而全部或就损失部分解除销售合同的，赔偿标准是合同金额或被保险人由于合同部分解除而损失的那部分合同金额。

（f）对于计算机系统、记录（包括软件）、文档、手稿、有价凭证、证券、契约、微刻文件、说明书、计划、地图、胶卷、抵押文件、摘要、绘图、设计、书本、商业账簿、多媒体及其刻录数据和其他类型的记录，赔偿标准是其复原、替换、复制或恢复费用，包括：

（i）收集、汇编、搜索信息的费用；

（ii）其内含的信息，

但不包括所涉信息对被保险人具有的价值；如不需要复原、替换、复制或恢复，赔偿标准是损害发生地当时空白文具用品的替换成本。

（g）对于样式、模型、模具、夹具、模板、印模或鞋楦，赔偿标准是修理或替换成本（如实际发生替换），否则是损害发生地当时该财产的价值。

（h）对于玻璃，赔偿标准是修理或替换破损玻璃的费用，包括：临时百叶窗和/或更换破损玻璃期间安保服务，玻璃上广告画或装饰，玻璃上防盗自动警报、录音录像或保护膜的更换，窗框和陈列橱框以及玻璃上的设备和热反射材料或工序的移除和重装。

（i）对于待拆营业场所，赔偿标准是建筑材料和/或房东固定装置和设备的残值或者由于财产受损而增加的拆除费用（以高者为准）。

（j）对于被保险人是合同一方的合同所涉财产，赔偿标准是被保险人在合同项下应向对方支付的金额或者财产被替换情况下在替换地当时的替换价值（以高者为准）。

（k）对于损害发生时由被保险人负责或被保险人在法律上应承担责任的客户商品，如属于保险合同第一部分下的被保险财产，赔偿标准是替换地当时的替换成本。

（l）对于以约定价值投保的被保险财产，如果受损财产被修复，赔偿标准是实际修复费用或约定价值的全额（**以低者为准**）。如果没有修复受损财产，则赔偿标准是其补偿价值或约定价值（以高者为准）。

（m）对于董事、合伙人、业主和员工的个人财产，赔偿标准是替换地当时的替换成本。

（n）如果发生的损害影响到了标签、容器或包装物，**保险人的赔偿责任不高于新标签、容器或包装物的成本以及修理商品的费用，但在任何情况下，保险人的赔偿责任不超过受损商品的保险价值。**

（o）对于成对或成套财产，赔偿标准是损失发生前市场价值或替换价值（以高者为准）与损失发生后市场价值或替换价值（以高者为准）之间的差额或者保险合同另行约定的金额。

（p）艺术品的赔偿标准是其评估价值；如果没有评估，则为原始获取成本或损失发生时的市场价值（以高者为准）、类似属性和质量的实际替换成本或将其复原、修理至损害发生前实质相同状态所需成本加上因损害导致的市场价值减损部分。

“艺术品”是指油画、蚀刻版画、照片、挂毯、艺术玻璃窗、珍贵地毯、雕塑、雕像、古典家具、古典首饰、古董摆件、瓷器及具有稀有性、历史价值或艺术价值的类似物品，但不包括车辆、硬币、邮票、皮毛、珠宝、宝石和贵金属。

评估使用的货币应当与损失使用的货币相一致。损失所使用的货币若非美元，则应当按照赔偿损失时的市场汇率转换成美元金额。

如果在本条款规定的相关日期不存在市场价格或市场价值，则由被保险人和保险人协商确定价值，如无法协商确定，应根据争议解决条款处理。

Basis of Settlement

(a) On buildings, machinery, plant and all other property and contents (other than those specified below); the cost of Reinstatement, replacement or repair in accordance with the provisions of the Reinstatement and Replacement and Extra Cost of Reinstatement Memoranda as set out herein.

Provided that if the Insured elects to claim the Indemnity Value of any Damaged property, the Insurers will pay to the Insured the value of such property at the time of the happening of the Damage. In any event the Insurers will pay costs incurred by the Insured in accordance with the provisions of the Extra Cost of Reinstatement Clause.

(b) On raw materials, supplies and other merchandise not manufactured by the Insured; the replacement cost at the time and the place of replacement or, if such property is not replaced, the original cost to the Insured of such property or the value thereof at the time and place of the Damage, whichever is the greater. If such property is obsolete from the Insured's standpoint, the Basis of Settlement whether or not such property is replaced shall be the original cost to the Insured of such property or the value thereof at the time and place of the Damage, whichever is the greater.

(c) On material in process of manufacture; the replacement cost of the raw materials at the time and place of replacement plus the cost of labour and all other overhead costs expended thereon at the time and the place of the Damage.

(d) On finished goods manufactured by the Insured; the replacement value of the raw materials and the value of labour and other overhead charges expended or allocated to the finished goods but before any allowance for profit or the cost of re-stocking such goods whichever is the lesser.

(e) On goods sold but not delivered for which the Insured is responsible and with regard to which, under the conditions of sale, the sale contract is by reason of the Damage cancelled either wholly or to the extent of the Damage; the contract price or that part of the contract price which shall have been lost to the Insured because of the partial cancellation.

(f) On computer systems records (including software), documents, manuscripts, valuable papers, securities, deeds, micro-inscribed documents, specifications, plans, maps, films, mortgages, abstracts, drawings, designs, books, business books, media and the data recorded thereon and other records of every description; the cost of reinstating, replacing, reproducing or restoring same, including:

- (i) the cost of gathering and/or assembling and/or researching the information,
- (ii) information contained therein or thereon

but excluding the value to the Insured of the said information or, if such is not required, the replacement cost of materials as blank stationery at the time and place of the Damage.

(g) On patterns, models, moulds, jigs, templates, dies or lasts; the cost of repair or replacement (if actually replaced) otherwise the value of such property to the Insured at the time and place of the Damage.

(h) On glass; the cost of repairing or replacing the broken glass including:

temporary shuttering and/or hiring of security service pending replacement of broken glass, sign-writing or ornamentation on glass, replacement burglar alarm tapes or protective films on

the glass, removing and refixing of window and show case frames and fittings and heat reflecting material or process on glass.

(i) Premises awaiting demolition; the salvage value of the building materials and/or landlords fixtures and fittings or the increased cost of demolition resulting from Damage to such property, whichever is the greater.

(j) On any property the subject of a contract to which the Insured is a party; the amount payable by the Insured under such contract to the other party to the contract or, if the property is replaced, the replacement value at the time and place of replacement, whichever is the greater.

(k) On customers goods for which the Insured is responsible or may be held legally liable in the event of Damage thereto as insured by Section I of this Policy; the replacement cost at the time and place of replacement.

(l) For Property Insured at agreed value, when Damaged property is restored, at actual restoration cost or full agreed value, whichever is lesser. In the event the Damaged property is not restored, settlement shall be at its Indemnity Value or agreed value, whichever is the greater.

(m) On personal property of directors, partners, proprietors and employees, the replacement cost at the time and place of replacement.

(n) In the event of Damage affecting labels, containers or wrappers **the Insurers shall not be liable for more than an amount sufficient to pay the cost of new labels, containers or wrappers, and the cost of reconditioning the goods, but in no case shall the Insurers be liable for more than the insured value of the Damaged merchandise.**

(o) On property comprising a pair or set; the difference between the market or replacement value (whichever the greater) before the loss and the market or replacement value (whichever is the greater) after the loss or as otherwise specified elsewhere in this Policy.

(p) Fine Arts shall be valued at the appraised value; or, if there is no appraisal, at the greater of the original acquisition cost or the Market Value at the time of the loss, or actual replacement cost with property of similar kind and quality or the cost of restoring and repairing to a condition substantially the same as before the Damage plus any reduction in Market Value resulting from the Damage.

"Fine Arts" are defined as paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry, precious stones and precious metals.

Such valuation being in the currency in which the loss was sustained. Losses sustained in currencies other than the US dollars shall be settled by converting the amount of loss to U.S. dollars at the market rate at the time of settlement of the loss.

If there is no market price or value on the relevant day stated herein then the value shall be agreed between the Insured and the Insurers, or in default thereof, the Insured and the Insurers shall submit to arbitration.