

## 华泰财险附加锅炉和压力设施爆炸条款（CB-H 版）

### 1、保险责任范围

无论本保险合同或任何附加条款是否有相反规定，双方约定本保险合同将扩展承保以下损失：

保险单列明的锅炉或压力容器在正常工作中发生下文所定义的爆炸或坍塌的，仅由于该等爆炸或坍塌对保险单列明的锅炉或压力容器造成的损害。

### 2、定义

本保险合同中所使用的下述用语具有以下含义：

（1）“锅炉”是指任何燃烧的封闭容器或产生压力蒸汽的容器管道综合系统。保险单中使用的“锅炉”一词包括各种装置、内置过热器和节热器，但不包括蒸汽、供水管道和独立的节热器，本保险合同仅在保险单明确列明该等装置时才对其发生爆炸提供保险保障。

（2）“压力容器”是指有蒸汽或空气压力的不燃烧的封闭容器。

（3）“爆炸”是指锅炉或容器的结构或者其任何部分由于内部蒸汽、空气或液体压力而突然发生剧烈的爆裂或破碎，导致其构造整体发生位移并伴有内部物质猛烈喷出。烟气爆炸：这里的“爆炸”也包括由于点燃的炉膛或烟气突然发生意外燃烧或爆炸，从而对锅炉结构造成损害。

（4）“坍塌”是指锅炉或容器的任何部分由于外部蒸汽或液体压力产生的压应力而突然发生危险性变形，无论是否同时发生破裂；坍塌不包括任何原因引起的缓慢渐进的变形。

3、保险合同中的条款、除外责任、规定和条件适用于本扩展条款，同时本扩展条款适用下述责任免除规定。

#### 4、责任免除

在本扩展条款项下，保险人对下述情形不承担赔偿责任：

A) 因锅炉或压力容器的材料磨损或消耗导致的缺陷，无论是由于泄漏、腐蚀或者是由于燃料或其他物质的作用、锅炉或压力容器的任何部分产生纹路或破裂，亦无论是由于正常老化，或是裂缝、气泡、分层和瑕疵加重，或是由于断裂、接合故障或者管道过热导致的膨胀变形（除非该等缺陷、断裂、故障或膨胀是由于爆炸或坍塌造成的）或者铸铁的加热锅炉或铸铁打造的其他容器各部分开裂；

B) 水管锅炉（无论是机车锅炉还是其他多管锅炉）、过热器或节热器中的个别管道发生故障（除非该等故障是由于爆炸或坍塌造成的）；

C) 因爆炸、坍塌或其他任何原因引起的火灾，导致被保险人的财产或者被保险人受托或收取佣金进行保管并负责的财产遭受损害，或者任何不相关的原因导致工厂遭受损害；

D) 被保险人的故意行为或有意疏忽所造成的损害；

E) 停工造成的损失；

F) 因下述任何原因造成的损失或损害，无论起因或程度属于直接还是间接、近因还是远因：

i) 台风、飓风、火山喷发、地震或自然界的其他灾变；

ii) 骚乱、罢工、劳工被停工、核反应、核辐射或放射性污染；

iii) 任何测试，但以不超过检验主管部门允许的最高压力进行的测试除外。

## **Boiler & Pressure Plant Explosion Clause**

### **1. Scope of Cover**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy shall cover:

Damage to any Boiler or Pressure Vessel described in the Schedule hereto, caused by and solely due to Explosion or Collapse as hereinafter defined of any Boiler or Pressure Vessel described in the Schedule whilst in the course of ordinary working.

### **2. Definitions**

The following terms, when used in this Policy, shall have the under-mentioned meanings:

- (1) "Boiler" shall mean any fired closed container or a combined container piping system in which steam is generated under pressure. When used in the Schedule, the term "boiler" shall include fittings, built-in superheaters and economizers but shall not include steam or feed-water piping or separate economizers, the explosion of such items being covered by this Policy only if specifically listed in the Schedule.
- (2) "Pressure Vessel" shall mean any unfired closed container under steam or air pressure.
- (3) "Explosion" shall mean the sudden and violent rending or tearing apart of the structure of a boiler or vessel, or any part or parts thereof by force of internal steam, air or fluid pressure, causing bodily displacement of said structure accompanied by the forcible ejection of its contents. Flue gas explosion: "Explosion" shall also mean any damage to the structure of a boiler by force of

the sudden and accidental combustion or explosion of ignited furnace or flue gases.

- (4) "Collapse" shall mean the sudden and dangerous distortion of any part of a boiler or vessel caused by the crushing stress of external steam or fluid pressure, whether attended by rupture or not; it shall not mean any slowly development deformation due to any cause.
3. This Extension is subject otherwise to the terms, exceptions, provisions and conditions contained in the Policy, and is also subject to the following Exclusions.
4. Exclusions

For the purpose of this Extension, the Company shall not be liable for

- A) defects due to the wearing away or the wasting of the materials of a Boiler or a Pressure Vessel, whether by leakage, corrosion or by the action of the fuel or otherwise, the grooving or the fracturing of any of the parts of a Boiler or a Pressure Vessel, or for deterioration generally, or for the development of cracks, blisters, laminations and other flaws, or for fractures, failure of joints, or for bulging and deformation due to overheating of tubes (unless such defects, fractures, failures or bulging result in Explosion or Collapse), or for the cracking of sections of cast-iron heating Boilers or other Pressure Vessels constructed of cast-iron;
- B) the failure of individual tubes in Boilers of the water tube, locomotive or other multitubular types, in superheaters or in economizers (unless such defects result in explosion or collapse);
- C) damage to property belonging to the Insured or held by him in trust or on commission for which he is responsible, caused by fire arising from Explosion

or Collapse or any other cause whatsoever, or damage to the plant resulting from any extraneous cause;

- D) damage caused by the wilful act or wilful neglect of the Insured;
- E) loss sustained by stoppage of work;
- F) loss or damage which either in origin or extent is directly or indirectly, proximately or remotely occasioned or contributed to by any of the following, namely:
  - i) typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature,
  - ii) riot, strike, lock-out, nuclear reaction, nuclear radiation or radioactive contamination,
  - iii) any tests other than tests at a pressure not exceeding the maximum pressure permitted by the inspecting authority.