## 华泰财险财产损失及营业中断附加共保条款(CB-T版)

鉴于保险单所载投保人已向保险合同的各个保险人(以下简称"共保人")支付了保险单列 明的保险费,共保人特此同意根据保险合同的条款和条件或其批单,按照其各自比例向被 保险人或其法定个人代表以付款或重置、修理或替换的方式承担赔偿责任。

## 但是:

## 1、共保人承担的赔偿责任不超过下文规定的责任限额或通过共保人或他人代表共保人签 发的批单所变更的其他责任限额。

## 2、单个共保人就损失所承担的赔偿责任仅限于其对应的份额。

被推举为首席共保人。

在扣除保险合同免赔额后,如果预估损失不足明细表列明金额,由明细表指定保险人作为 首席共保人就与本共保安排有关的理赔进行调查、确定保险责任、理算、达成赔偿协议和/ 或开展追偿程序。每一位共保人均同意在各方面遵循首席共保人的决定。首席共保人所产 生或根据其指示发生的费用,将由各个共保人直接按照其相应的共保份额按比例承担。

在扣除保险合同免赔额后,如果预估损失超过明细表列明金额,首席共保人应当立即通知 所有共保人,所有的共保人均有权参与理赔的赔偿过程。

保险期间内提及首席共保人,均应视为表示保险单载明的各个共保人,**但各个共保人的相** 关权益和责任与明细表列明的各自共保份额相一致,任何共保人均不代表其他共保人的权 益和责任。

共保人和共保份额以明细表列明为准。

#### **Coinsurance Clause**

In consideration of the Policyholder named in the Schedule hereto having paid the premium set forth in the said Schedule to the Insurers who have subscribed their Names in the Policy (hereinafter referred to as "the Co-Insurers")

The Co-Insurers hereby agree each for the proportion set against its name to indemnify the Insured or the Insured's legal personal representatives by payment or reinstatement, repair or replacement in-accordance with the terms and Conditions contained hereunder or endorsed hereon.

#### **Provided that:**

1. the liability of the Co-Insurers shall not exceed the limits of liability expressed below or such other limits of liability as may be substituted therefore by endorsements hereon or attached hereto signed by or on behalf of the Co-Insurers.

# 2. the liability of the Co-Insurers individually in respect of such loss shall be limited to the proportion set against its name.

The \_\_\_\_\_\_ does elect to be Lead Co-Insurer.

If the loss estimate is under USD in excess of the Policy Deductible, The \_\_\_\_\_\_ as Lead Co-Insurer does elect to conduct the investigation, coverage determinations, adjustment, settlement, and/or recovery proceedings with respect to any claim involving this coinsurance

arrangement. Each Co-Insurer agrees to follow fully in all respects. Expenses incurred by or at the direction of [\_\_\_\_\_] as Lead Co-Insurer shall be borne pro rata by the Co-Insurer in direct proportion to their respective coinsurance participation.

If the loss estimate exceeding USD in excess of the Policy Deductible, the Lead Co-Insurer shall inform all the Co-Insurers immediately and all the Co-Insurers shall have the right to participate in the claim settlement process.

It is further declared and agreed that any reference to [] as Lead Co-Insurer during the Period of Insurance shall be deemed to refer to the Co-Insurers **mentioned in the Schedule for their respective rights and interests and liabilities each for its own proportion of the risk as shown below and not one for another.** 

Co-Insurers and Participate Share: