

华泰财险附加 50 和 50 条款 (CB-H 版)

兹经被保险人和保险人同意, 如果保险标的发生损失的原因在其货运险保单的责任范围内, 但是该损失在其货运险保单到期后才被发现, 经过仔细调查后仍无法确定损失发生时间在货运险保单到期前还是到期后, 同时该损失也在本财产险保单的责任范围内, 则各保险人理解并同意各自分摊合理核定后的损失金额的 50% 的份额。按货运险和财产险保单各自的承保条件确定的最终赔付金额不对该分摊份额造成任何影响。

双方兹进一步理解并同意, 若货运险保险合同免赔额与本保险合同免赔额不一致, 各保险人计算其赔付金额时应在其 50% 份额的核定损失金额中扣除其保险下免赔额的 50% 金额。

双方兹理解并同意, 任何保险人任命的查勘人未能保护保险人代位求偿权的, 被保险人的权利不应受到影响。

50/50 CLAUSE

It is agreed that in the event of loss or damage to the Property Insured due to a peril insured against being discovered after the risk has terminated under cargo insurance and, if after proper investigation, it is not possible to ascertain whether the cause of such damage happened prior to the termination of cargo insurance or subsequently, it is understood and agreed that Insurers shall contribute 50% of the properly adjusted claim, such contribution to be without prejudice to subsequent final appointment of the claim as may be agreed between cargo insurance Insurers and the Property insurance Insurers in the light of the terms and conditions of the respective policies.

It is further agreed that in the event of the deductible under cargo insurance being different from the deductible under the Property Policy, in settling claims as described above each Insurer shall deduct 50% of its appropriate deductible from its 50% share of the adjusted claim.

It is hereby understood and agreed that the rights of the Insured shall not be prejudiced by the failure of any surveyors nominated by Insurers to protect Insurers rights of subrogation.