华泰财险附加公共部门扩展条款(CB版)

本保险合同扩展承保仅为符合房屋相关或其他适用的法律法规、市政或当地政府的实施细则要求而受损的财产的额外修复费用。

前提是:

1) 本附加条款约定赔偿的金额不包含下列项目:

- a) 就下列情形为符合前述任何法律法规或细则要求而遭受的费用:
- 本附加条款签发前发生的损毁或损坏;
- 保险合同不承保的损毁或损坏;
- 在损毁或损坏发生前已通知被保险人;
- 未损坏的财产或除地基损坏以外财产的未损坏部分。
- **b)** 为改善损毁或损坏的财产使其达到与符合前述法律法规或细则的新建筑同等状态,由 此所可能要求的额外费用

c) 任何利率、税费、税收或其他根据前述法律法规或细则, 就财产或财产所有人所应支付 的资本升值而产生的收费或估价。

2) 修复应没有不合理延误地准时开始和进行,且在任何情况下应于损毁或损坏后12个月内 完成,或在保险人书面允许(书面允许在前述的12个月内做出)的期限内完成。修复工作 可全部或部分在另一地点进行(若法律法规或细则要求),前提是不增加保险人在本附加 条款下的责任。

3) 若适用保险合同的条款可减少保险人在保险合同任何部分下的责任(除本批单项下责任 外),则保险人在本附加条款下与此类部分有关的责任也应相应地按比例减少。

4) 保险合同任何部分下可进行赔偿的金额不应超过保险合同的保险金额。

5) 保险合同的所有条款和条件,除本附加条款特别约定外,应如同其在本附加条款也进行 了约定一样予以适用。

本附加条款下保险人赔偿的金额不应超过财产损坏相关的总损失中明细表所占比例。

K261 Public Authorities Extension

This Policy is extended to cover such additional cost of reinstatement of the destroyed or damaged property as may be incurred solely by reason of the necessity to comply with building or other applicable laws and regulations or with bye-laws of any municipal or local authority.

Provided that

1) The amount recoverable under this extension shall not include

a) the cost incurred in complying with any of the aforesaid regulations or bye-laws:
in respect of destruction or damage occurring prior to the granting of this extension;

- in respect of destruction or damage not insured by the policy;

- under which notice has been served upon the Insured prior to the happening of the destruction or damage;

- in respect of undamaged property or undamaged portions of property other than foundations of that portion of the property destroyed or damaged.

b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equivalent to its condition when new had the necessity to comply with any of the aforesaid regulations or bye-laws not arisen. c) the amount of any rate, tax, duty or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner hereof by reason of compliance with any of the aforesaid regulations or bye-laws.

2) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the regulations or bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.

3) if the liability of the Insurer under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurer under this extension in respect of any such item shall be reduced in the same proportion.

4) the total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

5) all the terms and conditions of the policy except insofar as they may be hereby specifically amended shall apply as if they had been incorporated herein.

The amount recoverable under this extension shall in no case exceed ____% of the total loss associated with Property Damage.