

## 华泰财险附加塌方和沉降条款（CB-H 版）

兹经双方理解并同意，不论保险单有任何相反的约定，本保险单扩展承保：

在保险单列明的保险期限内，因塌方或沉降导致的保险标的的直接损失或损坏，但以下除外：

- i) 由于任何下列原因导致的直接或间接损失或损坏：
  - (a) 海岸侵蚀；
  - (b) 地层隆起；
  - (c) 建筑物或人造地基在建成 5 年内崩塌或塌陷；
- ii) 因塌方和/或沉降导致道路、车道、栅栏、闸门、边界和隔离墙发生的损失或损坏；
- iii) 除非本保险合同另行特别承保，清理由塌方和/或沉降造成的残骸所需费用，或修复塌方和/或沉降的风险地址所需费用（但修复保险标的的所需费用除外）；
- iv) 因设计错误、工艺不善或原材料缺陷造成的直接损失或损坏；
- v) 任何间接损失或损坏；
- vi) 在适用任何比例条款后，本条款免赔额按明细表约定免赔额或免赔比例计算，两者以高者为准，每次事故的时间是本保险单保险期限内独立的 72 个连续小时。

前提条件：

- (1) 被保险人应当维护保险标的以确保其得到良好的清洁和修缮，并采取一切合理的措施防止承保风险造成的损失；
- (2) 被保险人应当依照法律、法规、规范和相关地方当局的规定，维护任何由其负责维护的人造斜坡和隔离墙；
- (3) 有以下情形的，被保险人应当立即通知保险人：
  - 1. 保险标的下方、周围或附近开始任何挖掘作业。该等情形下，保险人有权变更或取消本保险单提供的保障；
  - 2. 承保风险对风险地址或其周围的任何区域已产生影响（不论是否已经影响保险标的的）。

## **Landslip and Subsidence Clause**

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover:

Loss of or damage to the property insured directly caused by subsidence of the site or landslip, occurring within the period stated in the Policy but excluding:

- i) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - a) Coastal erosion
  - b) Heave
  - c) Bedding down of structures or the settlement of made up ground within five years of the completion of such works
  
- ii) loss of or damage to paths, drives, fences, gates, boundary and retaining walls caused by subsidence and/or landslip.
  
- iii) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured.
  
- iv) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
  
- v) consequential loss or damage of any kind or description.
  
- vi) the deductible of [                    ] or [                    %] of each and every adjusted loss, whichever is the greater, as ascertained after the application of any condition of

average and occurring within each and every separate **period of 72 consecutive hours** during the currency of this Policy.

CONDITIONS :

- (1) The Insured shall maintain the insured property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.
  
- (2) The Insured shall maintain any man-made slope and retaining wall for which they are responsible in accordance with laws, regulations, codes, and guides issued by the relevant local authority.
  
- (3) The Insured shall notify the Insurer immediately:
  1. any excavations are commenced beneath, around or in the vicinity of the insured property. In such event the Insurer shall have the right to vary or cancel the cover provided under this Policy.
  
  2. of the operation of an insured peril affecting any part of the site (whether or not the insured property is involved) or its nearby surroundings.