

## 华泰财险附加复原或替换条款（CB-H 版）

（适用于建筑物、机器、工厂和所有其他财产及其内有物品，但不适用于保险合同赔偿处理规定下第 19 条（b）至（i）项所列物品）

应付金额应当以受损财产在复原时产生的复原成本为计算基础，同时需遵守下文“具体规定”条款以及本保险合同的条款、条件和责任（分项）限额。

在本扩展条款提供的保险保障中，“复原”具有以下含义：

（a）保险标的发生损失或损毁时：保险标的是建筑物的，是指对该建筑物进行重建；保险标的是建筑物以外的其他财产，是指以相似财产替换该财产；两种情况均应达到但不优于或强于保险标的原本全新状态。

（b）保险标的受到损害时：对损害进行维修，使保险标的受到损害的部分恢复到与全新状态实质相同但不优于或强于全新状态。

（c）无论本扩展条款是否有相反规定，在不增加保险人责任的提前下，被保险人可以以不同的外形或形式重建或替换受损或损毁的建筑物。

（d）无论本扩展条款是否有相反规定，被保险人并不必须实际重建损毁的建筑物，被保险人可以购买现有的其他建筑物来替换被损毁的建筑物。在本扩展条款的保险保障下，该类替换应视为“复原”。但保险人赔偿的金额不超过重建损毁建筑物本应产生的成本。

具体规定

（i）根据具体情况进行的重建、替换、修理或复原工作（可以根据被保险人的要求在其他地点以合适的方式开展工作，但不因此增加保险人的责任）必须以合理的进度开始和执行，否则对于超出受损财产在损害发生时的实际价值的任何金额，保险人不负责赔偿。

(ii) 如果适用本扩展条款的保险标的仅部分受损，则保险人的赔偿责任不超过其全部损毁情况下保险人应为复原所支付的成本。

(iii) 在实际发生了相当于复原成本的金额之前，超过本扩展条款不存在的情况下应在本保险合同下支付的金额的款项均不予支付。但是，如果被保险人对损失或损毁的财产进行复原或替换的费用低于复原成本（见定义）但高于财产发生损失或损毁时的价值，则所发生的费用应视为复原成本。

(iv) 被保险人或他人代表被保险人为保险标的购买的所有其他的行业特殊风险和/或火灾和指定风险的保险均应适用类似的复原标准。

(v) 无论本保险合同是否有相反规定，被保险人如果选择不同的财产作为对受损财产的复原，无论该不同的财产是否与受损财产的用途相似，保险人将按照下述较低金额进行赔偿：

1、该不同财产的成本；或

2、如果用与受损财产全新状态相同但不优于或强于其全新状态的相似财产作为对受损财产的复原所本应支付的重置成本。

(vi) 无论本保险合同是否有相反规定，被保险人如果选择购买现有建筑物（包括机器、工厂和其中包含的除存货外的所有其他物品）而非对受损建筑物进行更新，则该类替换（包括机器、工厂和其中包含的除存货外的所有其他物品，如有）应视为本扩展条款下规定的“复原”，但保险人的赔偿责任并不因此增加。如果购买的建筑物的重置总价值及总体积（按照屋顶和外墙测量）均小于受损建筑物的重置总价值及总体积（按照屋顶和外墙测量），则可获得的赔偿总金额应当包括有关总建筑体积中未予重置的那部分比例的额外金额，该金额等于但不超过本扩展条款不存在的情况下应在本保险合同下支付的金额中相应比例的部分。

(vii) 受限于保险人与被保险人的一致同意，如果损失或损毁的保险标的从经济角度考虑无法修理，并且由于科技进步而无法替换以相同的型号或版本，则被保险人可以选择如下：

用具有更强大功能、性能和/或输出功率的财产来代替受损财产。但用于代替的财产应当符合下述条件：

1、是制造商或替代制造商目前与受损财产同等或替代的产品；

2、其价值不超过受损财产投保申报的金额（如适用）或者保险单载明的责任限额，以低者为准。

尽管有上述第 2 项的规定，如果被保险人用价格高于第 2 项规定金额的财产替代受损财产的，则超出部分由被保险人自行承担。

(viii) 被保险人并不必须复原受损建筑物（包括机器、工厂和其中包含的除存货外的所有其他物品），被保险人还可以选择：

(a) 购买替代建筑物（包括机器、工厂和其中包含的除存货外的所有其他物品）以代替受损财产；或

(b) 经双方一致同意，接受保险人的现金赔偿；

上述两种选择下的赔偿金额最高均不超过受损财产根据“复原”定义（a）项进行复原所产生的成本。

### **Reinstatement or Replacement Clause**

(Applicable to buildings, machinery, plant and all other Property and contents; other than those specified in items (b) to (i) under Article 19 under Basis of Settlement section of the Policy)

The basis upon which the amount payable is to be calculated shall be the cost of reinstatement of the Damaged Property Insured at the time of its reinstatement, subject to the following Provisions and subject also to the terms, Conditions and Limit(s) or Sub Limit(s) of Liability of this Policy.

For the purpose of the insurance under this memorandum 'reinstatement' shall mean:

(a) Where Property is lost or destroyed: in the case of a building, the rebuilding thereof or in the case of Property other than a building, the replacement thereof by similar

Property; in either case in a condition equal to but not better or more extensive than its condition when new.

- (b) Where Property is Damaged: the repair of the Damage and the restoration of the Damaged portion of the Property to a condition substantially the same as, but not better or more extensive than, its condition when new.
- (c) Notwithstanding anything contained in this Memorandum to the contrary, nothing will preclude the Insured rebuilding or replacing the Damaged or destroyed building in a different shape or form provided the liability of the Insurers is not hereby increased.
- (d) Notwithstanding anything contained in this Memorandum to the contrary, the Insured shall not be bound to actually rebuild any building destroyed but may purchase an alternative existing building to replace that destroyed. Such replacement shall be deemed to constitute "reinstatement" for the purpose of this insurance under this Memorandum. Provided that the Insurers shall not be liable to make any payment beyond the cost that would have been incurred had the building that was destroyed been rebuilt.

#### Provisions

- (i) The work of rebuilding, replacing, repairing or restoring, as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Insured, but subject to the liability of the Insurer(s) not being thereby increased), must be commenced and carried out with reasonable dispatch, failing which the Insurer(s) shall not be liable to make any payment greater than the indemnity value of the Damaged Property at the time of the happening of Damage.
- (ii) When any Property Insured to which this memorandum applies is Damaged in part only, the liability of the Insurer(s) shall not exceed the sum representing the cost which the Insurer(s) could have been called upon to pay for reinstatement if such Property had been wholly destroyed.

- (iii) No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated herein shall be made until a sum equal to the cost of reinstatement shall have been actually incurred; provided that where the Insured reinstates or replaces any lost or destroyed Property at a cost which is less than the cost of reinstatement (as defined) but greater than the value of such Property at the time of the happening of its loss or destruction, then the cost so incurred shall be deemed to be the cost of reinstatement.
- (iv) All other Industrial Special Risks and/or Fire and Named Perils insurances covering the Property effected by or on behalf of the Insured shall be on a similar reinstatement basis.
- (v) Notwithstanding anything to the contrary contained herein, if any of the Insureds elect to reinstate Damaged Property with dissimilar Property whether or not to be used for a similar purpose as the Damaged Property, the Insurer(s) shall pay the lesser of:
1. the cost of the dissimilar Property, or
  2. the amount equal to the replacement cost which would have been payable if the Damaged Property had been reinstated with similar Property in a condition equal to but not better or more extensive than its condition when new.
- (vi) Notwithstanding anything to the contrary contained herein, if any of the Insureds elect to purchase an existing building or buildings (which may include machinery, plant and all other contents other than stock herein) instead of replacing a building or buildings Damaged replacement(s) (together with, if included machinery, plant and all other contents other than stock herein) shall be deemed to constitute "reinstatement" under this Memorandum, subject to the liability of Insurer(s) not being thereby increased. If both the total replacement value and the total volume (measured over the roof and external walls) of the building(s) purchased are less than both the total replacement value and the total volume (measured over the roof and external walls) of the building(s) Damaged, then the total amount recoverable shall include, in respect of that proportion of the total building volume which is not replaced, an additional amount equal to but not exceeding the equivalent proportion of the amount which

would have been payable under the Policy if this Memorandum had not been incorporated therein.

(vii) Subject to the mutual agreement between the Insurer and the Insured, where any lost or destroyed Property cannot be economically repaired, and due to technological change is also incapable of being replaced with the same model or version, at the option of the Insured they may:

Replace the Damaged Property with Property with a greater total function, capability and/or output.

Provided the replacement Property:

1. represents the manufacturers or alternative manufacturers current equivalent or substitute product to the Damaged Property;
2. does not exceed in value the amount declared for insurance of the Damaged Property (if applicable) or the Limit(s) of Liability stated in The Schedule, whichever is the lesser.

Notwithstanding clause 2. should the Insured replace the Damaged Property with Property of greater monetary value than the amount as stated in clause 2., the Insured shall be regarded as their own insurer for any amount in excess of that stated amount.

(viii) The Insured shall not be bound to reinstate any destroyed building(s) (together with machinery, plant and all other contents, other than stock, therein) but may, at its option:

- (a) purchase an alternative building(s) (including machinery, plant and all other contents, other than stock, therein) to replace the destroyed Property; or

(b) by mutual agreement, accept cash settlement from the Insurer(s);

in either case up to, but not exceeding, the cost which would have been incurred if the destroyed Property had been reinstated in accordance with the provisions of clause a. of the definition of 'reinstatement'.