

华泰财险附加完工操作风险除外条款

尽管存在相反约定，双方特此同意本保险合同不承保任何由于“完工操作风险”所导致的责任。

为本保险合同之目的，“完工操作风险”包括由于操作或依赖于任何时候做出的操作相关的说明或保证所引起的“人身损害”和“财产损失”，但仅除外操作已完成或已放弃之后所发生的，且发生在记名被保险人所拥有或租借的场所以外的“人身损害”和“财产损失”。

“操作”包括与此相关的所提供的材料、部件或设备。下列情形中操作视为已经完成，以下列时间中最早发生者为准：

- (1) 当记名被保险人或其代表在合同项下所应实施的操作全部完成时；
- (2) 当记名被保险人或其代表在涉案地点所应实施的操作全部完成时；
- (3) 当导致损失或损害的工作的部分被任何个人或组织(不包括从事同一项目施工的另一主承包商或分包商)投入其预定使用时。

已经完成但因瑕疵或缺陷而需要进一步保养、维修、修改、修理或替换的操作，应视为已完工。

X100 COMPLETED OPERATION HAZARD EXCLUSION

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this Policy does not cover any liability arising out of “Completed Operation Hazard”.

For the purpose of this policy, “Completed Operation Hazard” includes “bodily injury” and “property damage” arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the “bodily injury” or “property damage” occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured.

“Operations” includes materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;**
- (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed; or**
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.**

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.