

华泰财险附加承保条件差异和承保限额差异条款（CB-H 版）

兹经双方同意，本主保险单项下“华泰财险附加承保条件差异和承保限额差异条款（CB-H 版）”仅适用于保险人（或经保险人同意的其他当地保险公司）、其代表或关联公司为被保险人出具了特定的当地保险单的情形，并且该等当地保险单应为本保险项目的一部分。

主保险单保险期间内，主保险单列明的所有当地保险单应当持续有效。若该等当地保险单受限、取消或经指定的当地保险人同意解除的，主保险单基于主保险单的免赔和承保条件继续承担保险责任，除非主保险单因适用的条款而受限或取消。

主保险单应在以下条件下承担保险责任：

- 1) 主保险单承保的风险和/或定义和/或条件在内容或范围上比当地保险单宽泛，并且主保险单的保险金额、责任限额和子责任限额高于当地保险单。
- 2) 主保险单应作为当地保单的超额保险，负责赔偿超出当地保险单赔付金额的部分，但是主保险单保险人的赔偿限额不应超过主保险单列明的赔偿限额（含当地保险单赔付金额）。

主保险单承担保险责任的前提是：

- 1) 在主保险单项下提出任何索赔前，应先在当地保险单项下提出索赔，除非当地保险单明确不承保该等风险。主保险单仅在以下情形下适用：
 - a) 在当地保险单项下提出的索赔因不属于承保范围被书面拒绝；
 - b) 已支付的或应支付的赔偿金额已达到当地保险单的保险金额或赔偿限额。
- 2) 本主保险单不负责承保：
 - a) 被保险人在主保险单或当地保险单项下的任何由被保险人承担的免赔额，或被保险人的自留金额；
 - b) 被保险人或其代表参与的任何政府自愿或强制保险计划，或被保险人或其代表安排的其他保险项下被保险人可另行获得赔付的金额；
 - c) 法律、政府规章或行政命令禁止的赔付；
 - d) 被保险人故意不在当地保单下申报投保的资产。

DIFFERENCE IN CONDITIONS / DIFFERENCE IN LIMITS CLAUSE

It is agreed that the “Difference in Conditions / Difference in Limits Clause” coverage under this Master Policy (hereinafter referred to as Policy) shall only apply where specific local policies (hereinafter referred to as Local Policies) have been issued to the Insured by the Insurer (or other local insurer mutually agreed with the Insurer), its representative or associate companies and are deemed as part of this programme.

All Local Policies as defined under the Policy should be maintained in force during the period of insurance of this Policy period. However, if such local policy(ies) are restricted, cancelled or allowed to expire by the appointed local insurer, this Policy will continue to provide coverage, subject to the Policy deductibles, terms and conditions, unless it is being cancelled or restricted according to any applicable provisions under the Policy.

This Policy shall operate

- 1) when the perils and/or definitions and/or conditions as set forth in this Policy are broader in meaning or scope than those of the Local Policies and where the sum insured, limits and sub-limit as set forth in this Policy exceed those of the Local Policies
- 2) as excess insurance over the amount collectible from the Local Policies. However, the Insurer shall only be liable for an amount not exceeding the limits(s) of liability state in this Policy including such amounts collectible from Locally Policies.

Provided that

- 1) It is a condition precedent to any liability under this Policy, unless the risk peril claimed against is clearly uninsured by the Local Policy, any claim shall in the first instance be made against the Local Policy and that this Policy shall only apply if

- a) The claim is repudiated in writing as not being insured under the Local Policy
- b) The Sums Insured or Limits under the Local Policy is exhausted as a result of claims paid or payable.

2) This Policy shall not apply to:-

- a) Any amount or amounts retained by the Insured under this Policy or the Local Policy under any franchise, excess, deductible or other self-insured retention
- b) Amounts otherwise actually recoverable under any government voluntary or compulsory insurance scheme participated or other insurance arranged by or on behalf of the Insured
- c) Indemnity which is prohibited by legislation, government regulation or order
- d) Property intentionally not declared to be covered under any Local Policy