

## 华泰财险附加推定全损条款（CB-H 版）

如果本保险合同项下的保险标的或其任何部分由于下述原因而合理予以委付的，该保险标的应视为已损失或毁损：

- (a) 发生实际全损或损毁变得无法避免；或
- (b) 除非被保险人花费超出修理和/或修复价值的费用，否则无法避免实际全损或损毁；  
或
- (c) 为了遵守中国法律或当地主管机关的要求，

保险赔偿的金额应当是为复原成本，并按下述方式计算：

1. 保险标的是建筑物的，是指对该建筑物进行重建；
2. 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。

“实际全损”不仅仅是有形损失、毁坏或损害，还包括产生的合理且必要的费用。

无论本保险单其他条款如何规定，在受到损害的建筑物达到全损或推定全损的情况下，被保险人可以选择按照对建筑物进行重建或修缮的必要成本进行赔偿，该成本应当为损害发生时在损害发生地重建或修缮建筑物（包括拆毁或拆卸）使其恢复到与全新状态实质相同但不优于或强于全新状态所应支付的费用，但可能适用更低的容积率指标将不作为考虑因素。

为了遵守法律法规或任何市政、法定机构的要求，对受损建筑物在损害发生之时及损害发生地本应产生的额外复原成本，保险人亦将进行赔偿，但可能适用更低的容积率指标将不作为考虑因素。

复原总成本一经确定并由代表被保险人的建筑师认可后，本条款下的任何款项均应立即予以支付。

### **Constructive Total Loss Clause**

If any Property Insured hereunder, or any part thereof, is reasonably abandoned:

- (a) on account of its actual total loss or destruction appearing to be unavoidable, or
- (b) because it could not be preserved from actual total loss or destruction without the Insured incurring an expenditure which would exceed its repaired and/or recovered value, or
- (c) due to compliance with the requirements of any law in China or local authorities,

such Property shall be regarded as lost or destroyed and the amount payable as indemnity shall be the cost of reinstatement as defined in { sub-clause a. of “Reinstatement or Replacement Clause” } .

The words “actual total loss”, means not only physical loss, destruction or Damage but also expenses reasonably and necessarily incurred.

Notwithstanding { Provision (iii) of “Reinstatement or Replacement Clause” } , in the event of any building being Damaged so as to constitute total loss or constructive total loss, the Insured may elect to be paid the cost necessary to rebuild or repair the building to a condition substantially the same as but not better or more extensive than its condition when new which would have been incurred to rebuild or repair the building at the time and place of the Damage (including demolition or dismantling) but without regard to any reduced floor space ratio index which may be applicable.

The Insurer will also pay the extra cost of reinstatement of the Damaged building which would have been incurred at the time and place of the Damage necessary to comply with the requirements of any statute or regulation or of any municipal or statutory authority but without regard to any reduced floor space ratio index which may be applicable.

Any payment under this endorsement shall be made as soon as the total cost of reinstatement has been ascertained and certified by an architect acting on behalf of the Insured.