

华泰财险附加机器损坏条款（CB-H 版）

因故障导致下文所述机器遭受损害的，保险人将根据保险合同及本附加条款约定的条款、除外责任、限制和条件向被保险人进行赔偿。

故障是指（i）处于工作或停止状态或者（ii）为了在承保地点的其他位置进行清洁、检查、修理或安装而处于被拆除、移动或再次安装状态的机器由于以下原因而发生的无法预见的损害：

（a）有缺陷的材料、设计、建造或安装；震动、失调、偏差、部件松动；异常压力、疲劳、离心力、自加热；润滑不完全或不足；过载电流或电压；绝缘失效、短路、开路或电弧；未能保护、测量或校准设备；连接机器失灵或存在故障；水锤现象或过热，除非涉及的是锅炉或类似机器并且随后发生了爆炸；

（b）员工或第三方的错误、缺乏技术、疏忽或故意行为；

（c）坠落、撞击、碰撞或类似情况，外来物体造成的妨碍或进入；

（d）暴风雨、霜冻或浮冰；

（e）其他不属于下文中责任免除事项的原因。

专项责任免除

下述各项不属于本扩展条款项下的保险责任范围：

（a）每次理算损失中金额不超过 20,000 美元的部分；

(b) 因火灾、直击雷、爆炸、灭火或后续破坏、飞机或其他航空设备或从其掉落的物品、盗窃或企图盗窃、建筑物倒塌、洪水泛滥、盛水装置漏水、地震、沉降、滑坡、雪崩、飓风、气旋、火山暴发或类似自然灾害导致的损害；（“爆炸”不包括涡轮机、压缩机、变压器、油浸式开关设备、发动机气缸、液压缸、飞轮或其他部件由于离心力发生爆裂或破裂；该等原因造成的损害应作为“故障”在本保险合同项下予以承保。）

(c) 因丢失、故意超载或实验直接或间接导致的异常情况所造成的故障；

(d) 根据合同或其他原因依法应由供应商、承包商或修理人承担的损失。如果供应商、承包商或修理人拒绝承担该等损失，而该等损失属于本保险合同的保险责任范围的，则保险人将进行赔偿，并有权获得之后从供应商、承包商或修理人处得到的赔偿。

(e) 投保人或被保险人或其任何负责的员工在安排本保险合同时已知晓但未告知保险人的瑕疵或缺陷所导致的损害；

(f) 下述各项遭受的损害：

(i) 地基和砌筑——除非在本保险合同项下明确予以承保并列于保险单中；

(ii) 可更换和替代的部分，如钻头、钻机、刀片、锯片；

(iii) 印模、模板、式样、砌块、邮票、钻孔机、涂层或滚筒上雕刻品；

(iv) 由于使用和/或性质而大幅磨损或贬值的部件，例如碾压、锤击或磨削表面，耐磨板，软管，连接和包装材料，过滤布，车轮，绳索，皮带，带子，电梯和传送带，除导电体以外的电缆，刷子，电池，轮胎，耐火材料，炉条，燃烧器喷嘴；

(v) 操作材料，例如燃料、化学品、过滤物质、导热介质、清洗剂、润滑剂、油、催化剂；

(g) 因磨损、腐蚀、侵蚀、水垢污泥或其他沉淀物的沉积或者因工作、大气或化学作用的渐进或持续影响所导致的其他直接后果而必须进行修理或更换；涂漆或抛光表面的锈蚀或划伤；但对于前述原因导致的属于本保险合同保险责任范围内的其他损害，保险人应负责赔偿；

(h) 材料在加工中受到的损害、丧失使用性或其他直接损失；

(i) 骚乱、罢工、劳工被停工或者参与劳工骚乱的人士或代表任何政治组织或与政治组织相关的恶意人士所直接或间接导致的任何后果；

(i) 任何事故，或者任何财产遭受的损失、损毁或损害，或者由此导致或产生的任何损失或费用，或者任何间接损失；

(ii) 直接或间接因核燃料或核燃料燃烧后的核废料产生的电离辐射或放射性污染所导致的、促成的或引起的任何性质的法律责任。在本项责任免除条款中，燃烧包括核裂变自我维持的过程。

(j) 直接或间接因核武器材料导致、促成或引起的任何事故、损失、损毁、损害或法律责任。

Machinery Breakdown Clause

The Insurer agrees subject to the terms exceptions limits and conditions contained herein or endorsed hereon to indemnify the Insured against damage to the Machinery described as below caused by Breakdown.

BREAKDOWN shall mean unforeseen damage occurring whilst the Machinery is:

- (i) working or at rest;
- (ii) being dismantled, moved or re-erected for the purpose of cleaning, inspection, repair or installation in another position within the Situation;

resulting from:

- (a) defective material, design, construction or erection; vibration, maladjustment, misalignment, loosening of parts; abnormal stresses, fatigue, centrifugal force, self-heating; defective or inadequate lubrication; excessive electrical current or voltage;

failure of insulation, short circuits, open circuits or arcing; failure of protecting, measuring or regulating devices; failure of or faults in connected machines; water hammer or overheating, except in the case of boilers or similar machinery when followed by explosion;

- (b) errors, lack of skill, negligence, or wilful acts of employees or third parties;
- (c) falling, impact, collision or similar occurrences, obstruction or the entry of foreign bodies;
- (d) storm, frost or drifting ice;
- (e) any other cause not hereinafter excluded.

SPECIAL EXCLUSIONS

This Extension does not cover:-

- (a) the first 【USD 20,000】 each and every adjusted loss;
- (b) damage due to fire, direct lightning, explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, thefts or attempts thereat, collapse of buildings, flood inundation, escape of water from water-containing apparatus, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes; (“Explosion” shall not mean the bursting or disruption of turbines, compressors, transformers, oilimmersed switchgear, engine cylinders, hydraulic cylinders, fly-wheels or other parts subject to centrifugal force; damage resulting from such causes being a “Breakdown” covered by this Policy.)

- (c) breakdown due to the imposition of abnormal conditions directly or indirectly resulting from losing, intentional overloading or experiments;
- (d) damage for which a supplier, contractor or repairer is legally responsible by contract or otherwise. If such responsibility is denied and the damage is otherwise insured by this Policy the Insurer will pay for the damage and will be entitled to any indemnity subsequently obtained from the supplier, contractor or repairer;
- (e) damage due to faults or defects known to the Policyholder or the Insured or any of his responsible employees at the time this Policy was arranged and not disclosed to the Insurer;
- (f) damage to
 - (i) foundations and masonry – unless specifically included in and described in the schedule of this Policy;
 - (ii) exchangeable and replaceable parts such as bits, drills, knives, saw blades;
 - (iii) dies, moulds, patterns, blocks, stamps, punches, coatings or engravings on cylinders and rolls;
 - (iv) parts which by their use and/or nature suffer a high rate of wear or depreciation such as crushing, hammering or grinding surfaces, wear plates, flexible pipes, jointing and packing materials, filter cloths, wheels, ropes, belts, straps, elevator and conveyor belts or bands, cables other than electrical conductors, brushes, batteries, tyres, refractory materials, fire bars, burner jets;
 - (v) operating materials such as fuels, chemicals, filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts;
- (g) repair or replacement necessitated by wear, corrosion, erosion, deposits of scale, sludge or other sediment or any other direct consequences of progressive or continuous influences from working or atmospheric or chemical action; rust or scratching of painted or polished surfaces; but the Insurer shall be liable for other damage insured by this policy and resulting from such causes;

- (h) damage to materials in course of process, loss of use or other indirect loss;

- (i) any consequence, whether direct or indirect of riot, strike, lock-out or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization;
 - (i) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

- (j) any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.