

华泰财险附加生产商保证条款（CB-T版）

如果被保险财产有生产商或供应商的担保、保证或类似声明，并且被保险财产遭受的损害，在无担保或保证的情况下属于本保险合同保险责任范围内的，则在下述条件下，保险人将对该损害扣减担保或保证所提供的赔偿金额后的损失承担赔偿责任：

（a）担保或保证下的赔偿款项视为先支付本保险合同下适用的免赔额，超出部分用于抵付本保险合同项下的赔偿金额；

（b）如果担保或保证下的赔偿无法完全弥补保险责任范围内的损失或损害，则存在担保或保证这一事实并不视为排除本保险合同应承担的赔偿责任；

（c）被保险财产的修理、替换、修正或重置包括了确保担保或保证项下所有赔偿所必需的一切开支、方式（不限于减少或减损部分赔偿）。

发生有保证的理赔后，即使实质损坏损失的全额在无保证的情况下均属于本保险合同保险责任范围内，其也无损被保险人在保险合同第二部分（营业中断）下提出理赔的有效性。

Manufacturers Warranties

Where Property Insured is subject to any guarantee or warranty or the like provided by any manufacturer or supplier of such property and Damage occurs to that property which but for the guarantee or warranty would be covered by this Policy, Insurers will admit liability for the Damage provided that, the indemnity provided by such guarantee or warranty shall be deemed to reduce the loss payable under this Policy to the extent that:

(a) the warranty or guarantee payment shall first be deemed to pay the amount of any Deductible applicable to this Policy and any amount in excess thereof shall reduce the indemnity provided by this Policy;

(b) if loss or Damage as insured hereunder shall not be fully covered by such guarantee or warranty, the existence of such guarantee or warranty shall not serve to exclude coverage that would otherwise be payable hereunder.

(c) the repair, replacement, rectification or reinstatement of such property shall include everything necessary to preserve, without limitation, reduction or prejudice all benefit under such guarantee or warranty.

Further the existence of a warranty claim, even if for the full amount of the material damage loss that would but for the warranty be covered by this Policy shall not prejudice the validity of the Insured's claim under Section II (Business Interruption) of this Policy