

华泰财险附加置换和恢复条款（CB-T 版）

本附加条款仅适用于赔偿标准条款（a）项中的建筑物、机器、厂房和所有其他财产和内部设施，不适用于第（b）项至（p）项。

对于建筑物、机器、厂房及所有其他财产和内部设施，赔偿金额应按照恢复损坏的被保险财产时产生的恢复费用进行计算，但应遵守下述规定：

（i）根据具体情况进行的重建、置换、修理或恢复（可在任何其他场所，按照被保险人要求的任何方式进行，但不应增加保险人的保险责任），必须在保险人确认赔偿金之后以合理的方式启动并执行，否则保险人不负责支付超出在重建、置换、修理或恢复以合理的方式启动并执行的情况下根据第一部分财产损失保险规定的应付金额的任何款项。

双方了解并同意，如果被保险人没有按照本条款的规定对财产进行恢复或置换，那么保险人的赔偿责任仅限于受损财产的实际现金价值，除非本保险合同另有相反的细节规定或者被保险人和保险人另有其他相反约定。实际现金价值指在损失发生之日，用同等材质和质量的材料修理或置换被保险财产的费用，但应扣除适当贬值和折旧费用。

（ii）如果适用本附加条款的任何被保险财产受到损坏无法修理，被保险人可（在不增加保险人责任的情况下）将该财产置换为采用现有技术的类似财产。替代财产不得比受损财产的全新状态更好。

第一部分财产损失保险扩展承保未损坏财产的置换，但仅限于为使未损坏财产的剩余部分与受损并经过修理或置换的财产协同运作。未损坏财产的置换受限于适用的分项责任限额。

（iii）恢复可能导致被保险人所有生产流程或其他设备的扩张，在此情况下，保险人的责任应限于将被保险人所有生产流程或其他设备的损坏恢复到损坏发生时的状态所产生的费用。

（iv）如果适用本附加条款的任何被保险财产仅发生部分损坏，保险人的责任不应超过该财产完全损毁时保险人应当支付的恢复费用。

（v）如果被保险人选择用不同的财产对完全损毁的财产进行恢复或置换，那么，不论恢复或置换的财产与完全损毁财产的用途是否相同，保险人支付的金额以以下金额中的较低者为准：

（1）该不同财产的成本；或者

（2）将完全损毁的财产恢复或置换为类似财产所需支付的置换费用，但恢复后的状态不得比其全新状态更好。

（vi）尽管下述（a）项中有关于“恢复”的定义，如果丢失或损毁的财产被置换为比其全新状态更好的财产：

（1）保险人仅负责向被保险人支付根据（a）项所述“恢复”定义对丢失或损毁的财产进行恢复所发生的费用；以及

（2）被保险人应负责支付恢复为更好财产所需差额。

（vii）不论本附加条款有任何相反规定，如果被保险人选择购买现有的一栋或多栋建筑物（无论是否包括机器、厂房和所有其他内部设施，但存货除外）以置换完全损毁的建筑物，则此类置换应被视为本附加条款项下的“恢复”，但不增加保险人的责任。

如果购买的一栋或多栋建筑的总置换价值和总体积（根据屋顶和外墙进行测量）都小于已损毁的一栋或多栋建筑的总置换价值和总体积（根据屋顶和外墙进行测量），则本附加条款项下的总赔偿金额应包括未被置换的建筑体积部分的额外费用，该额外费用应当等于且不得超出在没有本条规定的情况下根据第一部分财产损失保险规定计算的赔偿金额的相应部分。

如果购买的机器、厂房和所有其他内部设施（不包括库存）的总置换价值和总数量都小于已损毁的机器、厂房和所有其他内部设施（不包括库存）的总置换价值和总数量，则本附加条款项下的总赔偿金额应包括未被置换的机器、厂房和设备（不包括库存）部分的额外费用，该额外费用应当等于且不得超出在没有本条规定的情况下根据第一部分财产损失保险规定计算的赔偿金额的

相应部分。

(viii) 处理本保单第一部分财产损失保险项下的索赔时，保险人应依据保险合同的条款和条件，基于修理、恢复或置换丢失或损毁的财产（包括因任何本保险承保的丢失或损毁而需要进行测试、调试或任何可靠性试验或性能测试所产生的费用）而产生的所有费用向被保险人进行赔偿，即使这些费用可能与该等财产的原始成本不同，并包括所有税费和进口关税，即使这些税费和进口关税在保险期间开始后有所变化或开始征收，但前提是被保险人应当在合理可能的范围内尽快告知保险人增加保险金额，以反映税费和进口关税的增加，并支付可能需要的额外保险费，但不增加保险人的责任。

在计算修理、恢复或置换被保险财产的费用时，应考虑根据保险条款在计算保险金额时所需考虑的费用因素，如果被保险人对被保险财产进行了修理、恢复或置换，保险人应赔偿修理、恢复或置换的费用，包括劳务费用及其他衍生的间接费用，以及合理的利润。

对于被保险财产的丢失或损坏，被保险人可完全自行决定在任何其他地点按照被保险人要求的方式进行恢复或置换，但不增加保险人的责任。

以下“恢复”的定义适用于本附加条款：

(a) 在财产丢失或完全损毁的情形下：对于建筑物，“恢复”指重建该建筑物，对于建筑物之外的财产，“恢复”指用类似财产对其进行置换；无论哪种情况，“恢复”均指恢复到丢失或完全损毁财产的全新状态，而非恢复到比其全新状态更好的状态。

(b) 如果财产损坏：“恢复”指对损坏及损坏部分进行修理，使受损财产恢复到全新状态，而非恢复到比其全新状态更好的状态。

Replacement and Reinstatement

(Applicable to (a) buildings, machinery, plant and all other property and contents; other than those specified in items (b) to (p) under Basis of Settlement)

The basis upon which the amount payable is to be calculated shall be the cost of Reinstatement of the Damaged Property Insured at the time of its Reinstatement; subject to the following Provisions.

Provisions

(i) The work of rebuilding, replacing, repairing or restoring as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Insured, but subject to the liability of the Insurers not being thereby increased), must be commenced and carried out with reasonable despatch, after indemnity has been confirmed by the Insurers, failing which the Insurers shall not be liable to make any payment beyond the amount which would have been payable under Section 1 Property Damage if the work of rebuilding, replacing, repairing or restoring had been commenced and carried out with reasonable despatch.

It is understood and agreed that in the event the Insured does not reinstate or replace property in accordance with the provisions of this clause, then the liability of the Insurers shall be the Actual Cash Value of the Damaged Property, unless specifically detailed to the contrary herein or agreed between the Insured and Insurers to the contrary. Actual Cash Value is calculated as the amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

ii) Where any Property Insured to which this Memorandum applies is Damaged beyond repair, the Insured may (subject to the liability of the Insurers not being thereby increased) replace that

property with similar property which employs current technology. Such replacement property shall not be regarded as better or more extensive than the condition of the Damaged property when new. Section 1 Property Damage further extends to include the replacement of undamaged property in so far as it is necessary in order to adapt the remainder of the undamaged property to operate in conjunction with that property which has been Damaged and repaired or replaced subject to the sub-limits applicable.

(iii) The work of Reinstatement may be effected as part of an expansion of the Insured's total production or other facilities, in which case the Insurers' liability shall be limited to the costs that would have been incurred if the total production or other facilities of the Insured at the Situation of the Damage had been restored to the level in existence thereat at the time of the happening of the Damage.

(iv) When any Property Insured to which this Memorandum applies is Damaged in part only, the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for Reinstatement if such property had been wholly destroyed.

(v) If the Insured elects to reinstate or replace destroyed property with dissimilar property, whether or not to be used for a similar purpose to the destroyed property, the Insurers shall pay the lesser of:

(1) the cost of the dissimilar property, or

(2) an amount equal to the replacement cost which would have been payable if the destroyed property had been reinstated or replaced with similar property in a condition equal to but not better or more extensive than its condition when new.

(vi) Notwithstanding sub-paragraph (a) of the above-mentioned definition of 'Reinstatement', where any lost or destroyed property is replaced by property which is better or more extensive than its condition when new:

(1) the Insurers shall pay to the Insured the cost which would have been incurred if the lost or destroyed property had been reinstated in accordance with the provisions of clause (a) of the definition of 'Reinstatement', and

(2) the Insured shall bear the balance of the cost of such better or more extensive property.

(vii) Notwithstanding anything to the contrary contained in this Memorandum, if the Insured elects to purchase an existing building or buildings (including or excluding machinery, plant and all other contents, other than stock, therein) to replace a destroyed building or buildings, then, such replacement(s) shall be deemed to constitute 'Reinstatement' under this Memorandum, subject to the liability of the Insurers not being thereby increased.

In the event that both the total replacement value and the total volume (measured over the roof and external walls) of the building or buildings purchased are less than both the total replacement value and the total volume (measured over the roof and external walls) of the building or buildings destroyed, then, the total amount recoverable hereunder shall include (in respect of that portion of the building volume which is not replaced) an additional amount equal to but not exceeding the equivalent proportion of the amount which would have been payable under Section 1 Property Damage if this provision had not been incorporated herein.

If both the total replacement value and the total quantity of machinery, plant and all other contents (other than stock) purchased are less than both the total replacement value and the total quantity of machinery, plant and all other contents (other than stock) destroyed, then, the total amount recoverable hereunder shall include (in respect of that proportion of the total quantity of machinery, plant and equipment (excluding stocks) which is not replaced) an additional amount equal to but not

exceeding the equivalent proportion of the amount which would have been payable under Section 1 Property Damage if this provision had not been incorporated herein.

(viii) In settlement of claims under Section 1 Property Damage of this Policy the Insurer shall subject to the terms and conditions of the Policy indemnify the Insured on the basis of the full cost of repairing reinstating or replacing property lost or damaged (including the costs of any testing commissioning or any reliability trial or performance tests required as a result of the loss or damage which is indemnifiable hereunder) even though such costs may vary from the original costs and shall include all taxes and import duties even if they have been varied or imposed subsequent to the commencement of the Period of Insurance provided that the Insured as soon as reasonably possible shall advise the Insurer to increase the Sum Insured hereunder to reflect such increase in taxes and import duties and pay such additional premium as may be required without increasing the liability of the Insurers.

In the calculation of the costs of repair reinstatement or replacement of Insured Property those elements of cost for which provision is made in the computation of the Sum Insured will be taken into account and in the case of repairs reinstatement or replacement made by the Insured the Insurers shall pay the cost of repairs reinstatement or replacement including the value of labour and other overhead charges expended thereon together with a reasonable margin for the profit.

The Insured Property lost or damaged may be reinstated or replaced upon any other site or location wheresoever situated at the absolute discretion of the Insured and in any form or manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased.

For the purpose of the insurance under this Memorandum 'Reinstatement' shall mean:

- (a) Where property is lost or destroyed: in the case of a building, the rebuilding thereof or in the case of property other than a building, the replacement thereof by similar property; in either case in a condition equal to, but not better or more extensive than, its condition when new.
- (b) Where property is Damaged: the repair of the Damage and the restoration of the Damaged portion of the property to a condition substantially the same as, but not better or more extensive than, its condition when new.