

## 中意财产保险有限公司

### 建筑、安装工程一切险附加险条款（补充）

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## 一、 扩展类（G-K）

### 1. 需加费

#### G-k-42 地面下陷条款

本部分的保障扩展包括，本部分项下所保工程或临时工程发生损失，造成无论工地内或工地外的工程周围地面或地表下陷或塌落，恢复原状或进行加固的费用，且并不影响本保险单第三者责任部分对于造成第三者财产损失有关法律责任的保障。

#### G-k-43 非现场仓储条款

双方同意，依据本保险单所载明或加批的条款、除外责任、规定及条件，鉴于被保险人已支付了约定的附加保险费，本保险第一部分扩展承保保险财产在中国\_\_\_\_\_地域范围内其他地点存储期间遭受的损失，但每次损失以\_\_\_\_\_为限。

对于在本批单项下可获赔偿的每一损失，本公司不负责首\_\_\_\_\_。

#### G-k-44 保障业主财产条款

双方同意，依据本保险单所载明或加批的条款、除外责任、规定及条件，鉴于被保险人已支付了约定的附加保险费，本保险单扩展承保与履行所保承包工程合同有关的，被保险承包商照料、保管或控制下的业主所有建筑物、结构或财产遭受损失时，被保险人应负的赔偿责任。

对于在本批单项下可获赔偿的每一损失，本公司不负责首\_\_\_\_\_。

在本保险期限内，本公司对于照料、保管或控制下的业主财产损失的有关赔偿责任累计不得超过\_\_\_\_\_。

#### G-k-45 Claims Preparation Expenses Clause

This Policy extends to include costs of materials and labor, as well as disorders caused, which is reasonably and necessarily incurred by the Insured in order to find out the origin of a loss.

Sub-Limit:

All other terms and conditions remain unchanged.

### 2. 无需加费

#### G-k-46 雇员物品条款

以每位雇员\_\_\_\_\_为限，本保险第一部分扩展承保被保险人雇员的工具、衣服及私人物品遭受的损失，但适用的免赔额为每次事故\_\_\_\_\_。

#### G-k-47 加快费用条款

如果保险财产的任何部分遭受本公司应予负责的损失，本保险单的赔偿将扩展包括：

(一) 空运、快递或特递任何零部件所产生的费用；

(二) 在进行经认可的修理过程中，为加快重置、替换或修理而支付的额外加班费用，包括星期天、节假日及夜班的加班费用。

本公司对于每一损失有关上述额外费用的赔偿责任不得超过\_\_\_\_\_。

#### G-k-48 扩展承保测试及使用条款

双方同意，依据本保险单所载明或加批的条款、除外责任及条件，本保险的第一部分将扩展承保，作为明细表第一项下保险财产一部分的机器及装置测试及试运行引起的机械或电气故障，但自明细表中申报的测试及试运行开始之日起，以四周为限。

如果上述机器或装置的一部分或一台或多台机器已测试完毕，或已投入运行，或被业主接管，则对此特定部分机器及相关责任的保障即告终止，其余部分的保障继续有效。

本公司不负责赔偿进行测试及试运行的机器及装置由于原材料缺陷、铸造或工艺不善引起的损失，但安装错误除外。

对于在本批单项下可获赔偿的每一损失，本公司不负责首\_\_\_\_\_。

#### **G-k-49 所保承包工程被接管或投入使用条款**

双方同意，依据本保险单所载明或加批的条款、除外责任、规定及条件，鉴于被保险人已支付了约定的附加保险费，本保险扩展承保被保险承包工程被接管或投入使用部分遭受的损失，但此损失应产生于第一部分项下保险项目的建筑过程，且发生在保险期限内。

#### **G-k-50 外请理算师条款**

双方同意，第一部分项下的索赔如果预计金额超过\_\_\_\_\_，本公司同意委请香港特许损失理算师进行索赔理算，并负担所有费用。

#### **G-k-51 预防措施条款**

双方同意，如果保险财产发生了实际损失（或即将发生损失，但需事先通知保险人并取得其认可），保险人将负责支付，为了防止、降低或减少本可在本保险单项下获得赔偿的此类损失而产生的必要的合理的费用。

#### **G-k-52 无过失条款**

双方同意：

本保险单扩展承保因震动、移动或减弱支撑造成第三者财产损失时，业主和承包商应负的法律赔偿责任，并且

本保险单扩展承保业主因倒塌、地陷、震动、移动、减弱支撑或地下水下降造成工程以外的财产损坏而引起的损失及费用。

但是，一经发现造成财产损失的震动、移动或减弱支撑，系起因于或被认为系起因于被保险人或他人代表其进行的作业，则被保险人应立即暂停作业、进行修理，并对受损财产安装额外的支撑。如果被保险人未能遵守本特别规定，本公司对受损财产的有关索赔不予负责。

本公司对以下不负赔偿责任：

(一) 造成拆除中或已为政府部门宣布为危险的建筑物损坏的有关索赔；

(二) 为防止财产受损而采取安全措施所支付的费用；

(三) 裂缝或其他原因造成建筑物或其他结构损失的有关索赔，除非建筑物或结构的稳定性或其使用者的安全已受损害；

(四) 每一索赔的首\_\_\_\_\_。

本公司在本扩展项下对于所有及每一事故的赔偿责任不得超过\_\_\_\_\_。

#### **G-k-53 Cover for Principal's & Contractor's Property Clause**

It is agreed and understood that notwithstanding Exclusion under Section II and

otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Section II of this insurance shall be extended to indemnify the Insured for liability in respect of loss of or damage to any building, structure or property belonging to the Principal & Contractor within the work site.

This Clause is Subject otherwise to the terms, conditions and exclusions of this Policy.

#### **G-k-54 设计师风险扩展条款 B**

双方同意，鉴于被保险人已支付了约定的附加保险费，本保险的第一部分扩展赔偿被保险人由于永久工程的设计、计划或说明书中存在过失、缺陷、错误或遗漏或其失败引起意外事故造成的损失，以\_\_\_\_\_为限，但不负责赔偿受上述设计、计划或说明书的过失、缺陷、错误或遗漏或其失败直接影响的那一部分保险财产。

对于在本批单项下可获赔偿的每一损失，本公司不负责首\_\_\_\_\_。

#### **G-k-55 震动、移动或减弱支撑扩展条款 B**

双方同意，依据本保险单所载明或加批的条款、除外责任及条件，鉴于被保险人已支付了约定的附加保险费，本保险单将扩展赔偿因震动、移动或减弱支撑引致的损坏，造成任何建筑物或结构倒塌或结构稳定性受损或危及其使用者时，被保险人应负的法律赔偿责任。

但是，

(一) 损坏发生之前，上述建筑物或结构应处于良好状态，并已采取一切必要的安全防护措施；

(二) 一经发现任何损坏，其尚未立即造成建筑物或结构或其部分的倒塌或结构稳定性受损，且损坏系或可被认为系进行有关履行合同的作业，而产生震动、移动或减弱支撑所引致，则被保险人应立即暂停作业，并自付费用进行修理，及采取一切必要的安全防护措施；

(三) 本公司不负责赔偿被保险人由于震动、移动或减弱支撑，引致已为政府主管部门命令拆除或宣布为危险的建筑物或结构损坏的有关责任；

对于在本批单项下可获赔偿的每一损失，本公司不负责首\_\_\_\_\_或理赔额的\_\_\_\_\_，以高者为准。

本公司对于震动、移动或减弱支撑造成损坏的有关责任，在本保险期限内累计不得超过\_\_\_\_\_。

## **二、限制类(G-X)**

#### **G-X-039 Electronic Data Exclusion**

It is hereby agreed and understood that any loss of or damage to electronic data shall be excluded under this Policy.

For the purpose of this Exclusion, Electronic Data means any information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This Clause is subject otherwise to the terms, conditions and exclusions of this Policy.

#### **G-X-040 Sanctions Related Exclusion**

The Insurer is not liable to make any payments for liability under any coverage sections of this policy or make any payments under any extension:

For any loss of claim arising in, or where the Insured or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity.

#### **G-X-041 Master Program Memorandum**

Any reference to the “Co-Insurers” wherever it appears in this Memorandum shall be deemed to mean the Co-Insurers named below or the Co-Insurers whose names are, with the consent of the \_\_\_\_\_, substituted for such Co-Insurers by a memorandum signed by or on behalf of all the Co-Insurers concerned.

The liability of the Insurers shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured or in the limit of liability hereby, or such other sum(s) or limit(s) as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurers.

It is understood and agreed that this Policy (hereinafter referred to as the “Local Underlying Policy”), issued by \_\_\_\_\_, is part of a multi-national overseas property insurance program concluded between \_\_\_\_\_ (named in this Memorandum) and \_\_\_\_\_ (hereinafter called “the Leading Co-Insurer”) under the Master Policy (as per policy/reference numbers specified in this Memorandum), and that in case of \_\_\_\_\_, the Master Policy shall always prevail.

It is further noted and agreed that notwithstanding that \_\_\_\_\_ has issued the Local Underlying Policy for a 100% participation in this territory, the liability of the Co-Insurers under the Master Policy (named in this Memorandum and hereinafter referred to as the “Co-Reinsurer(s)” under the Local Underlying Policy) shall attach simultaneously with that of the Leading Co-Insurer / \_\_\_\_\_. In the event of a claim under the Local Underlying Policy, the Co-Reinsurers agrees that, if required by the Leading Co-Insurer/ \_\_\_\_\_, payment hereunder shall take place at the same time as settlement or advance of funds under the Local Underlying Policy. Additionally, the Leading Co-Insurer / \_\_\_\_\_ may, at its option demand prompt payment of any claim amount from Co-Reinsurers, and the Co-Reinsurers will promptly pay such amounts.

The Leading Co-Insurer, each of the other Co-insurers and the Insured shall note and agree that the Liability of the Leading Co-insurer and each Co-insurer under this contract of insurance are solely limited to the extent of their individual co-insurance proportions, and are not responsible for the share of any other Co-insurer who for any reason does not satisfy all or part of its obligations.

Furthermore, being part of a worldwide program, the coverage provided by the Local Underlying Policy expires on the date and/or time shown in the schedule. The policy is not renewed unless the Insured is specifically advised to the contrary.

### 三、规范类(G-G)

#### G-G-37 赔偿基础条款

本公司将依据本保险单条款、规定及条件，以修理、重置、替换或修复受损毁财产的全部费用为基础赔偿被保险人，即使此费用可能会不同于最初建筑费用。

#### G-G-38 水险 50%-50%条款

如被保险人投保了单独的水险，双方同意，如果在水险结束之后发现保险财产由于所保风险遭受损失，且在适当的调查之后，仍然难以确定损失原因产生于水险航程结束之前还是其后，则本公司将分摊索赔的百分之五十，但货损应在抵达目的地三个月内或经进出口商品检验局检验之后发现，以先发生者为准。此种分摊不影响其后本公司与水险保险人依据各自的保险单条款商定最终赔款分摊比例。

双方进一步约定，如果本保险单项下的免赔额不同于水险保险单项下的免赔额，在进行如前所述的理赔时，每一保险人将从其百分之五十的理赔份额中扣减百分之五十的所应适用的免赔额。

对于在本批单项下可获赔偿的每一损失，本公司不负责首\_\_\_\_\_。

#### G-G-39 免检条款

双方同意，第一部分项下的索赔如果预计金额不超过\_\_\_\_\_（已扣减应适用的免赔额），此索赔无需进行查勘即予认可，被保险人无需事先同保险人协商即可着手修复，但应向保险人递交一份附有支持文件的全面的书面事故报告，并保留所有损失照片。尽管有前述规定，保险人保留检查损失现场的权利。

#### G-G-40 特别免赔额条款

对于在第一部分可获赔偿的，盗窃或抢劫造成的工程每一损失，本公司不负责首\_\_\_\_\_。

#### G-G-41 地下服务设施条款

本公司不负责赔偿因造成现有地下服务设施（如水、气或下水管，电线或电话线）损失或损坏，被保险人应负的赔偿责任，除非在挖掘开始之前，被保险人已向有关政府部门询问此种设施的确切位置，在有关政府部门指示设施存在于工地附近时，被保险人应在进行任何机械挖掘之前手工挖掘试坑，以确定设施位置，如果手工挖掘仍无法确定，被保险人应要求有关政府部门给予帮助。

本公司的责任限于对受损的地下服务设施进行修理、替换或重置的费用，并不扩展包括服务中断引起的后果损失。

对于在本批单项下可获赔偿的每一损失，本公司不负责首\_\_\_\_\_。

**G-G-42 Run Off Clause**

This Insurance shall apply to all contracts as described herein which begin after the commencement of the Period of Insurance. In the event of the Insurance Contract being discontinued the Insurers' liability shall continue in connection with any Contract to which the insurance has already attached until the natural expiry of such Contract as defined under the terms and conditions of the Policy.

This Clause is subject otherwise to the terms, conditions and exclusions of this Policy.

**G-G-43 Currency Exchange Clause**

When currency conversion is necessary when applying terms and conditions of this Policy, the rates of exchange to be adopted shall be those prevailing:

- for initial premium settlement, at policy inception date as per the exchange rate quoted on\_\_\_\_\_.
- for mid term premium adjustment, at the date when such change takes effective as per the exchange rate quoted on \_\_\_\_\_.
- for year-end premium adjustment, at the expiry date of the policy as per the exchange rate quoted on \_\_\_\_\_.
- for loss settlement, at the date of final settlement of loss as per the exchange rate quoted on \_\_\_\_\_. However, should the Insured incur and pays any claim settlement at the consent of the loss adjuster and/or the Insurers, then the exchange rate to be used for the calculation of settlement of such claims payment shall follow the exchange rate used under the payment made by the Insured.

**G-G-44 Pay as Paid Clause**

Insured: \_\_\_\_\_

Insurer: \_\_\_\_\_

Ultimate Reinsurer: \_\_\_\_\_

Registered address: \_\_\_\_\_

It is hereby noted and agreed by the Insured that the Insurer shall not be liable to pay any money in respect of the percentage of any loss under this policy that is reinsured to the Ultimate Reinsurer (\_\_\_\_\_) unless the same liability has been admitted by \_\_\_\_\_ for such percentage of the loss.

It is further noted and agreed by the Insured that at the time of settlement of a claim that is covered under this policy, the Insurer will pay the claim for such percentage of the loss that is reinsured to the Ultimate Reinsurer (\_\_\_\_\_) only upon receipt from the Ultimate Reinsurer (\_\_\_\_\_) of the funds representing the percentage of the loss payable by the Ultimate Reinsurer (\_\_\_\_\_).

**G-G-45 Notice of Cancellation by Insurers (Immediate Notice of Cancellation**

**by Insured)**

The insurance may at any time be terminated at the option of the insurer, giving \_\_\_\_\_ days' notice to that effect being giving to the Insured, in which case the Insurer shall be liable to repay on demand a ratable proportion of the premium for the unexpired terms from the date of the Cancellation.

The insurance may also at any time be terminated at the option of the insured, giving immediate notice to that effect being giving to the Insurer, in which case the Insured shall be charged on a short period premium for the expired terms from the date of inception.

**G-G-46 预先支付条款**

如果发生本保险单承保的损失，应被保险人的要求并根据损失理算师的建议，本公司可以预先支付赔款。