

都邦财产保险股份有限公司

重置价值条款

(保监会备案编号: 都邦[2009]N217 号)

兹经双方同意,以下列特别条件为准,本保险单项下明细表中列明的财产(不包括仓储物品),如发生本保险责任范围内的损失,其赔偿金额应按受损保险财产的重置价值计算。

重置价值是指:

(一)重建或替换受损财产;

但本保险的赔偿责任不能因下列原因而增加:

1. 被保险人要求按自己的方式进行重建或替换受损财产;
2. 被保险人在其他地点进行重建或替换受损财产。

(二)修理或修复受损财产;

无论属于哪一种情况,受损财产应达到等同或基本近似但不超出其崭新时的状态。

特别条件:

(一)被保险财产若发生部分损失,需进行修理或修复的费用不能超过该财产全部损失应赔偿的金额。

(二)若受损财产重新修复或重建所产生的重置费用高于该财产发生损失时的保险金额,本保险的赔偿按该保险金额与受损财产重置价的比例确定,计算方式如下:

$$\frac{\text{受损财产保险金额}}{\text{受损财产重置价值}} \times \text{损失金额} - \text{免赔金额} = \text{赔偿金额}$$

(三)若遇下列情况,保险人的最高赔偿将按受损保险财产的市价计算:

1. 被保险人没有合理的原因和理由推迟、延误重建或修复工作;
2. 被保险人没有对受损财产进行重建、替换或修复;
3. 发生损失时保险财产由其他有效保险单承保,但该保险单没有按与本条款一致的重置价值承保。

本保险单所载其他条件不变。

DU-BANG PROPERTY & CASUALTY INSURANCE CO., LTD.

Reinstatement (Value) Clause

It is hereby agreed and understood that subject to the following special conditions the basis upon which the amount payable in respect of each insured item (excluding stock of any kind) shown in the Schedule is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

For the purpose of this Clause, the word “reinstatement” shall mean:

a) the rebuilding or replacement of property damaged or destroyed, which, provided the liability of this Company is not increased, may be carried out;

(i) in any manner suitable to the requirements of the Insured;

(ii) upon another site.

b) the repair or restoration of property damaged;

In either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

1. The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.

2. If at the time of reinstatement the sum representing the cost which would have been incurred in reinstating the damaged property is greater than the sum insured at the commencement of any damage, the liability of the Company shall not exceed that proportion of the amount of the damage which the said sum insured bears to the sum representing the cost of reinstating the damaged property at that time, calculated as follows:

sum insured of the damaged property
————— × amount of loss — deductible = amount payable
reinstatement value of damaged property

3. No payment beyond the market value which would have been payable in the absence of this Clause shall be made:

(a) unless reinstatement commences and proceeds without unreasonable delay;

(b) until the cost of reinstatement shall have been actually incurred;

(c) if the property insured at the time of its loss destruction or damage shall be insured by any other insurance which is not upon the identical basis of reinstatement set forth herein.

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