

都邦财产保险股份有限公司

地崩及地陷条款

(保监会备案编号: 都邦[2009]N227 号)

责任免除

第一条 兹经双方同意, 如果保险期间发生地崩或场所地陷直接导致保险财产损失, 保险人不负责赔偿:

(一) 下列意外事故直接或间接引致的损失:

1. 岸坡侵蚀;
2. 隆起;
3. 工程完工五年内结构下沉或地基陷落;

(二) 地陷或地崩导致的通路、车道、围栏、门、边界及保留墙的损失;

(三) 除非特别投保, 清除地陷或地崩残骸的费用, 或地陷或地崩后修复场所的费用, 除非该费用为修理保险财产所必需;

(四) 设计错误、工艺不善或原材料缺陷直接导致的损失;

被保险人义务

第二条 被保险人保持保险财产处于良好的维护之中, 并恪尽职责防止承保风险引起损失;

第三条 被保险人在下列情况下立即通知保险人:

在保险财产的下方、周围或附近开始任何挖掘作业。

被保险人未履行前款约定的通知义务的, 因保险标的的危险程度显著增加而发生的保险事故, 保险人不承担赔偿责任。

第四条 任何承保风险的作用影响场所的任何部分(不论是否涉及保险财产)或其周围环境。

赔偿处理

第五条 适用比例赔偿条件之后的, 每次损失的首_____或_____, 以高者为准。

其他事项

第六条 本保险单所载其他条件不变。

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

Landslip & Subsidence Clause

It is hereby agreed and declared that in case of loss of or damage to the property insured directly caused by subsidence of the site or landslip, occurring within the Period of Insurance, this Policy does not cover:

(A) loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:

- (1) Coastal erosion
- (2) Heave
- (3) Bedding down of structures or the settlement of made up ground within 5 year(s) of the completion of such works

(B) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip.

(C) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as is necessary to repair the property insured.

(D) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials.

(E) the first _____ or _____ of each and every loss, whichever is the greater, as ascertained after the application of any condition of average.

WARRANTED:

(A) The Insured shall maintain the insured property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby.

(B) The Insured shall notify the Company immediately:

- (1) any excavations are commenced beneath, around or in the vicinity of the insured property.

In such event the Company shall have the right to vary or cancel the cover provided under this Policy.

- (2) of the operation of an insured peril affecting any part of the site (whether or not the insured property is involved) or its nearby surroundings.

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