## 苏黎世财产保险(中国)有限公司公众和产品责任保险(以索赔提出为基础)附加完工责任 保险附加条款

对由被保险人的工作导致的人身伤害和财产损失,本保险单将赔偿被保险人依法应付的全部赔款,但前提是上述人身伤害或财产损失是在工作完成或停弃后,发生在由列名被保险人拥有或承租的场所以外,并且相关索赔是在保险期限内首次向被保险人提出的。"工作"包括相关的材料、部件或设备。工作应视为在以下最早的一个时间已完成:

- 1) 列名被保险人或其代表在合同项下应履行的工作全部结束之时;
- 2) 列名被保险人或其代表在经营场地履行的工作全部结束之时;或
- 3) 发生人身伤害或财产损失的那部分工作,作为同一项目的一部分,被另一个人或机构(受聘为委托人开展工作,并非另一承包商或分包商)投入预定用途之时。

因缺陷或不足可能还需进一步检修、维护、更正、修理或替换的工作,但在其它方面已完成的,即 应被视为已完成。

在本附加条款中,"工作"一词是指保单明细表中所说明和提及的"业务"。

## 完工危险不包括由以下原因导致的人身伤害和财产损失:

- a) 涉及财产运输的工作(除非人身伤害或财产损失是在财产装卸过程中,因运输工具之内或之上的某一状况所导致的);或
- b) 工具、未安装设备、弃置或闲置物料的存在。

但前提是,赔偿限额也适用于本附加条款。

本附加条款另外受本保险单中的条款、条件和除外责任的制约。

## **Completed Operations Endorsement**

This Policy is extended to indemnify the Insured all sums for which the Insured shall become legally liable to pay for compensation in respect of bodily injury and property damage arising out of the Insured's operations, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured resulting in a claim being first made against the Insured during the Period of Insurance. "Operations" including materials parts or equipment finished in connection therewith. Operation shall be deemed completed at the earliest of the following terms:

- 1) When all operations to be performed by or on behalf of the Named Insured Under the contact have been completed.
- 2) When all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or
- 3) When the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operation for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

For the purpose of this endorsement, the term "Operations" shall mean the "Business" declared and mentioned in the Schedule.

The completed operations hazards does not include bodily injury or property damage arising out of:

- a) Operations in connection with the transportation of property, unless the bodily or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- b) The existence of tools, uninstalled equipment or abandoned or unused materials.

Provided that the Limit of Indemnity shall apply inclusive of this endorsement.

Subject otherwise to the Terms, Exclusions and Conditions of this Policy.