

华泰财险附加多次索赔共同瑕疵批单

仅针对由被保险人的产品引发的索赔，包括但不限于用于销售、售出、研究、评估或测试的该类产品，双方理解并同意，尽管本保险合同中有任何相反的规定，本保险合同适用以下条款：

- 多次索赔：若因本保单规定的单一事件或事项而导致多次索赔，此类索赔应被视为不同的索赔，且每次索赔均适用本保险合同中每次事故赔偿限额。
- 多次索赔/共同瑕疵：尽管本批单的多次索赔条款中有任何相反的规定，若在保单期限内，被保险人向我司提供了“共同瑕疵”的书面通知，则由相同的“共同瑕疵”引起的所有后续索赔应视为来自单一事件，并适用本保险合同中每次事故赔偿限额。无论由“共同瑕疵”引起的索赔何时报告，所有由“共同瑕疵”引起的索赔并且在“共同瑕疵”的书面通知发出后的索赔，应被视为在提供“共同瑕疵”通知时已经向我公司做出报告。
- 共同瑕疵/特定索赔除外：若被保险人的产品或记名被保险人的工作首次出售、分销、或完成的时间在“共同瑕疵”书面通知的 90 日后，所有因该类产品或工作中的“共同瑕疵”而导致的人身损害所引起的索赔均不在本保险承保范围之内。此外，若记名被保险人的产品或记名被保险人的工作首次出售、分销、或完成的时间是在本保单期间届满超过 30 日后并在此期间内做出“共同瑕疵”的书面通知的，所有因该类产品或工作中的“共同瑕疵”而导致的人身损害索赔均不在本保险承保范围之内。
- 损害发现的时间：对于依据本保单要求人身损害赔偿的个人或组织，索赔人发现此类损害的第一时间应当视为“保险事故”或事件已经发生。
- “共同瑕疵”定义：就本批单而言，“共同瑕疵”是指记名被保险人的产品或记名被保险人的工作中相同的已知或可疑瑕疵、缺陷。

本保单的所有其他条款、条件保持不变。

X137 MULTIPLE CLAIM/COMMON DEFECT ENDORSEMENT

Solely in relation to claims arising out of the insured's product(s), including but not limited to such products that are for sale, sold, studied, being evaluated or tested, it is understood and agreed that notwithstanding anything to the contrary contained in this policy, the policy is amended to include the following additional clauses:

- Multiple Claims: where there are multiple claims arising out of a single occurrence or event that is otherwise covered by this policy, such claims shall be considered separate claims for purposes of this policy with each individual claim being subject to the applicable per occurrence limit identified in this policy.
- Multiple Claims/Common Defect: Notwithstanding anything to the contrary contained in the Multiple Claims Clause of this endorsement, if during the Policy Period the insured provides us with written notice of a “common defect”, all subsequent claims arising out of that same “common defect” shall be deemed to arise from a single occurrence and will be subject to the applicable per occurrence limit identified in this policy. Regardless of when any claim arising from a “common defect” is reported, all claims arising out of a “common defect” and made after the written notice of a “common defect” shall be deemed to have been made and reported to us at the time you provided such notice of the “common defect”.
- Common Defect/Exclusion of Certain Claims: All claims for bodily injury that arise from a “common defect” in your product or your work that is first sold, distributed or completed more than ninety (90) days after the written notice of such “common defect” are excluded from coverage. In addition, all

claims for bodily injury that arise from a “common defect” in your product or your work that is first sold, distributed or completed more than thirty (30) days after the expiration of the Policy Period during which the written notice of such “common defect” is made are excluded from coverage.

- Discovery of Injury Timing: With respect to claims for bodily injury by a person or organization seeking damages under this policy, the “occurrence” or event shall be deemed to have taken place when such bodily injury is first discovered by the claimant.
- Common Defect Definition: For purposes of this endorsement, the term “common defect” means the same known or suspected defect or deficiency in your product or your work.

All other terms and conditions of this policy remain unchanged.