

## 华泰财险附加航空器、航空器产品和航空器停飞除外责任条款

本保险合同不适用于下述各项：

1、 因对任何航空器的所有权、维护、操作、使用或装卸所引起的人身损害、财产损失或者个人权利侵害及广告侵害；

2、 因被保险人有关下述各项的产品或完工操作引起人身损害、财产损失或者个人权利侵害及广告侵害所导致的责任：

a. 航空器及用于航空器的任何地面支持或控制设备；

b. 用于制造、维修操作或使用任何航空器的且由被保险人生产、销售、处理或分销的任何其它货物或产品或者由被保险人或其他方以被保险人名义提供或推荐的任何服务；

c. 被保险人或其他方以被保险人名义提供的任何物品，且该物品安装于航空器中或用于航空器或其零部件，包括但不限于与航空器有关的地面服务工具和设备、教具、指示说明、指南手册、计划蓝图、工程技术或其他建议或服务以及与该等航空器或物品相关的劳动力；或

d. 在机场场地上使用的安全设备。

在本条款中，航空器包括导弹和航天器。

此外，本保险合同不适用于因任何航空器停飞所引起的人身损害或财产损失。

停飞是指一架或多架航空器由于航空器或者其部分存在或者声称、疑似存在任何缺陷、故障或状况而取消航班飞行或设置速度、乘客或载运量限制，而该航空器或其所涉部分是由被保险人销售、制造、处理或分销的，或者是由第三方根据被保险人提供的规格、计划、建议、命令或绘图制造、组装或加工的，或者是第三方使用被保险人提供的工具、器械或其他设备制造、组装或加工的，无论所涉航空器是否由相同或不同的人员、组织或公司所拥有或操作。暴露出该等缺陷、故障或状况的保险事故发生之日或者航空器因该等缺陷、故障或状况首次取消服务之日（以早者为准）将视为停飞的开始日期。

### **X108 Aircraft, Aircraft Products and Aircraft Grounding Exclusion**

**This insurance does not apply to:**

- 1. Bodily Injury or Property Damage, or Personal and Advertising Liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft.**
- 2. Any liability for Bodily Injury or Property Damage arising out of the Insured's Products or Completed Operations relating to:**

- a. aircraft and any ground support or control equipment used therewith;
- b. any other goods or products manufactured, sold, handled or distributed by the Insured or any services provided or recommended by the Insured or by others trading under the Insured's name for use in the manufacture, repair operation or use of any aircraft;
- c. any articles furnished by the Insured or by others trading under the Insured's name and installed in aircraft or used in connection with aircraft or for spare parts for aircraft including but not limited to ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering or other advice or service relating to aircraft and any labor relating to such aircraft or articles; or
- d. security equipment used on airport premises.

**For the purpose of this endorsement, aircraft includes missiles and spacecraft.**

**In addition, this insurance does not apply to Bodily Injury or Property Damage arising out of the GROUNDING of any aircraft.**

**GROUNDING means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft, or any part thereof sold, manufactured, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the Insured or with tools, machinery, or other equipment furnished to such persons or organizations by the Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A GROUNDING will be deemed to commence on the date of an Occurrence which discloses such defect, fault, or condition or on the date an aircraft is first withdrawn from service on account of such defect, default or condition, whichever occurs first.**