

华泰财险附加被保险人的高级主管或雇员扩展条款（CB 版）

本公司同意根据本保单约定的条款扩展承保对**被保险人的高级主管或员工**在提供金融服务时遭受**第三方索赔**而应承担法律责任，向**被保险人的高级主管和员工**提供保险的保障：

- 1) 若有任何机构（**被保险人除外**）据其法律义务应赔偿**被保险人的高级主管或员工**，本附加条款对损失超过前述赔偿的部分对**被保险人的高级主管或员工**承担赔偿责任。
- 2) 若因为保单承保的同一个疏忽的行为，错误或遗漏，**第三方**对多名**高级主管或员工**提出**赔偿请求**。无论多少名**高级主管或员工**遭到赔偿请求皆视为同一**赔偿请求**，适用一次免赔额。此外，若因为保单承保的同一疏忽的行为，错误或遗漏（或保单承保的同一系列的疏忽的行为,错误或遗漏），**第三方**对**被保险人**以及**高级主管或员工**同时提出**赔偿请求**，视为同一**赔偿请求**，适用一次免赔额。
- 3) 本扩展条款对于下列情形不对**被保险人的高级主管或员工**提供承保保障。
 - (i) 若**高级主管或员工**，或其亲属，或其合伙人与该**第三方赔偿请求**有直接或间接的财务利益； 或
 - (ii) 因**被保险人**或其董事，**高级主管或雇员**，分包商或代理人的不诚实，欺诈，犯罪或恶意行为或不作为所引发的赔偿请求。
- 4) 根据本保单条款对**被保险人的义务**，应视为适用于**被保险人的高级主管或员工**在本扩展条款下同样适用。

OFFICERS & EMPLOYEES EXTENSION

The company has agreed that to provide indemnity to **Officers and Employees** of the **Assured** against legal liability to third parties for any third party claim which meets the requirements described in the Insuring Clause and which arises in the ordinary course of the **Assured's** provision of financial services.

- 1) This Extension shall also be in excess of any other indemnity which may be available to any **Officers and Employees** of the **Assured**, as a consequence of any legal obligation on the part of any entity (other than the **Assured**) to indemnify any such **Officers and/or Employees**.
- 2) In the event of a third party claim being made against more than one **Officer or Employee** arising out of a single negligent act, negligent error or negligent omission or any extension to the Insuring Clause hereto then, irrespective of the number of **Officers and Employees** against whom the claim is made, such claim shall be considered to be a single third party claim for the purposes of the application of the respective Deductible. Furthermore, in the event of a third party claim being made against **Officers or Employees** and also against the **Assured** arising out of a single negligent act, negligent error or negligent omission or any extension to the Insuring Clause hereto (or related series of negligent acts, negligent errors or negligent omissions or any extension to the Insuring Clause therein) then such claim shall also be considered to be a single third party claim for the purposes of the application of the respective Deductible.
- 3) No indemnity shall be provided hereunder to **Officers or Employees** of the **Assured** in respect of any third party claim brought against such **Officers or Employees**.

- (i) if such **Officers or Employees** or any relative or associate of such Directors or Employees shall have a direct or indirect financial interest in the proceeds of the claim, or
 - (ii) such claim arises from or is contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the **Assured** or of any Director or of **any Officer or Employee** or of any sub-contractor or agent of the **Assured**.
- 4) Any and all duties imposed on the **Assured** under the terms of the Policy shall be deemed to apply to **Officers and Employees** of the **Assured** for the purposes of this Endorsement.

In all other respects this Policy remains unaltered.