

华泰财险附加被保险机构雇佣不当行为条款（包括美国）（CB版）

本保险合同双方当事人同意在本保险合同中加入本附加条款附加条款，并就下列事项达成一致（本附加条款附加条款之外的事项均以本保险合同的其他条款、条件、除外责任和赔偿限额为准）：

1. 附加保险条款：被保险机构雇佣不当行为附加条款

被保险机构在生效日期或之后以及在保险期间发生的任何在法律上有义务支付的因雇佣不当行为所造成的损失，前提是在保险期间首次向被保险人提出赔偿请求，保险人将代替被保险机构支付。

2. 定义

适用于本附加条款附加条款时：

(a) **赔偿请求**指针对被保险机构指控其一项或一系列不当行为：

(i) 任何书面要求的金钱或损害赔偿；或

(ii) 任何以法院令状、起诉书、传票、索赔函或类似提起法律程序性的文书启动的民事诉讼，包括仲裁、调解、协调或其他替代性争端解决程序；或

(iii) 任何刑事诉讼；或

(iv) 任何正式的行政或监管程序；

且赔偿请求是在被保险机构已收到求偿或民事诉讼程序，刑事诉讼程序或行政管理程序时提出的。

(b) 免赔额是指本附加条款附加条款第四段“条件”中所示的金额。

(c) **被保险人**指被保险机构。

(d) **损失**指：

(i) 任何损害赔偿，判决金额，和解金额；

(ii) **抗辩费用**；

(iii) 加重损害赔偿，惩罚性及惩戒性赔偿（除非是诽谤或者诋毁）；

损失不包括：

i) 根据任何适用法规提起的罚款和罚金（包括民事处罚）；或

ii) 税收或者政府职责；或

iii) 任何损害赔偿中加倍赔偿的部分；或

iv) 根据任何适用法规，对于裁员或失业救济或赔偿，失业保险，工伤赔偿，残疾福利，退休福利，社会保障福利或任何其他类似的法律或法规的任何义务；或

v) 导致雇佣不当行为的未来损害赔偿，未来经济救济或未来被保险机构的损失；或

vi) 任何与索赔人作为雇员有权享有的被保险机构提供的连续性，恢复或者就业的相关福利（不包括回薪）；或

vii) 根据适用法规被认为不可保的任何事项。

(e) **不当行为**指任何实际或所谓的雇佣不当行为。

3. 除外责任

适用于本附加条款时，**保险人**将不支付任何直接或间接起因于、归因于或有关于：

(a) 基于、起因于或归因于**被保险机构**根据任何明示的劳动合同或协议而承担的责任，但如果
没有上述合同或协议的存在，**被保险机构**仍应依法承担的责任不在除外之列；

(b) 任何对**被保险机构**的调查。

4. 条件

适用于本附加条款附加条款时：

- (a) 保险人对本附加条款附加条款下的所有付款（由于**雇佣不当行为**而对**被保险机构**提出的**索
赔**）的最高责任限额为列于明细表。此分项限额是明细表第5（a）项所指明的责任限额的
一部分，而不是附加的。
- (b) **保险人**只对超过明细表所列的**免赔额**以上的金额，对于本附加条款附加条款项下的保障提
供赔偿。
- (c) 只有**被保险机构**的首席执行官、常务董事、董事长、董事、董事会秘书（或任何其他名称
不同但有同等职务者）作出的声明或陈述，或掌握的信息的信息，可以被认定**被保险机构**
作出同等的声明或陈述，或掌握同样的信息。
- (d) **保险合同**中的条件均适用于此附加条款下**被保险机构**的保障。不过除上述以外，**被保险机
构**有责任为本附加条款承保的**赔偿请求**辩护。尽管**被保险机构**有该等责任，但保险人有权
根据本**保单合同**条款 6.6（d）中规定对该**赔偿请求**进行和解，即使在**保险人**没有在赔偿请
求有行为的情形。如果**被保险机构**不同意**赔偿请求**和解方案，则**保险人**的责任仅限于在**被
保险机构**拒绝时可以和解**赔偿请求**和**抗辩费用**所产生的的金额。

5. 扩展条件

适用于本附加条款时：

- (a) 拓展条款 2.10（紧急抗辩费用和法律代理费用）仅在本附加条款下向**被保险机构**提供保
障，除非所有提及法律代理费用的证明内容被抹除。无论是该附加条款还是扩展条款 2.7
（预付抗辩费用）都不为针对**被保险机构**的**调查**提供任何保障。
- (b) 拓展条款2.11（连续承保）仅在本附加条款下向**被保险机构**提供保障，而基于或起因于**雇
佣不当行为的赔偿请求**参考投资管理保险的拓展条款2.9（b）。
- (c) 拓展条款2.8（c）（公共关系费用）仅在本附加条款下向**被保险机构**提供保障，即提及**被
保险人**就是提及**被保险机构**。
- (d) 在不违反本**保单合同**中任何其他适用的拓展条款的具体条款和效力的情况下，扩展条款
2.19（职业卫生和安全）不在本附加条款下向被保险组织提供保障。

本**保险合同**其他条款维持不变。

K06 EMPLOYMENT PRACTICES BREACH - ENTITY COVER (INCLUDING USA)

By way of endorsement to the **Policy**, and solely for the purpose of this endorsement, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

1. Additional Insuring Clause: Employment Practices Breach - Entity Cover

Insurer will pay on behalf of the **Insured Organisation**, **Loss** which it is legally obligated to pay arising from any **Employment Practice Breach** occurring on or after the Effective Date and during the **Policy Period**, provided the **Claim** is first made against the **Insured** during the **Policy Period**.

2. Definitions

For the purpose of this Endorsement only, the following Definitions will apply:

- (a) **Claim** means:
- (i) any written demand for money or damages; or
 - (ii) any civil proceeding commenced by a writ, complaint, summons, statement of claim or similar originating process including any arbitration, mediation, conciliation or alternative dispute resolution proceeding; or
 - (iii) any criminal proceeding; or
 - (iv) any formal administrative or regulatory proceeding;
- against the **Insured Organisation** in which a **Wrongful Act** or series of related or continuous **Wrongful Acts** is or are alleged against the **Insured Organisation**. The **Claim** is made when the **Insured Organisation** receives the demand or is served with the originating process commencing the civil proceeding, the criminal proceeding or the formal administrative or regulatory proceeding.
- (b) **Deductible** means the amount shown in paragraph 4 of this Endorsement, "Conditions".
- (c) **Insured Person** means **Insured Organisation**.
- (d) **Loss** means:
- (i) any damages awarded, judgments entered, settlements reached;
 - (ii) **Defence Costs**;
 - (iii) aggravated, punitive or exemplary damages (except if awarded for libel or slander);
- Loss** does not include:
- i) fines or penalties imposed pursuant to any **Applicable Regulations** (including civil penalties); or
 - ii) taxes or government duties; or
 - iii) any multiplied portion of any damages awarded; or
 - iv) any obligation pursuant to any **Applicable Regulations** in respect of redundancy or unemployment benefits or compensation, unemployment insurance, workers compensation, disability benefits, retirement benefits, social security benefits or any other similar law or regulation; or

- v) future damages, future economic relief or future loss of the **Insured Organisation** resulting in an **Employment Practice Breach**; or
 - vi) any employment-related benefits (other than back pay) to which the claimant would have been entitled to as an employee had the **Insured Organisation** provided the claimant with continuity, reinstatement or commencement of employment; or
 - vii) any matters which are deemed uninsurable under the **Applicable Regulations**.
- (e) **Wrongful Act** means any actual or alleged **Employment Practice Breach**.

3. Exclusions

For the purposes of this Endorsement only, **Insurer** will not pay for any **Loss** directly or indirectly caused by, arising out of or in any way connected with:

- (a) liability assumed by the **Insured Organisation** under an express employment contract or agreement unless **Insured Organisation** would have had such liability even in the absence of such contract or agreement;
- (b) any **Investigation** against the **Insured Organisation**;

4. Conditions

For the purposes of this Endorsement only, the following Conditions will also apply:

- (a) **Insurer**'s maximum limit of liability for all payments under this Endorsement (for **Claims** made against the **Insured Organisation** arising out of an **Employment Practice Breach**) will be []. This sub-limit is part of and not in addition to the **Limit of Liability** specified in Item 5(a) of the **Schedule**.
- (b) **Insurer** will only pay for that amount of any **Loss** in respect of cover provided by this Endorsement which exceeds the **Deductible** of:
 - i) [] for **Claims** within the jurisdiction of the courts in the United States of America and or settled by compromise in the United States of America;
 - ii) [] for **Claims** anywhere in the world other than the United States of America.
- (c) only statements made and information possessed by any chief executive officer, chief financial officer, chief operating officer, managing director, chairman, company secretary, chief legal officer of the **Insured Organisation** shall be imputed to any **Insured Organisation** for the purposes of determining cover under this endorsement.
- (d) the Conditions in the **Policy** are deemed to be amended to apply to the cover for the **Insured Organisation** under this endorsement. For clarity but without limiting the generality of the preceding sentence, it is the duty of the **Insured Organisation** to defend a **Claim** covered by this endorsement. Notwithstanding that duty on the **Insured Organisation**, **Insurer** has the right set out in Condition 6.6(d) of the **Policy** to settle any **Claim** against the **Insured Organisation** covered under this endorsement, even where **Insurer** does not have the conduct of the **Claim**. If the **Insured Organisation** does not consent to the settlement of the **Claim**, the liability of **Insurer**

is limited to the amount for which, at the time of the **Insured Organisation's** refusal, **Insurer** could have settled the **Claim** and **Defence Costs** incurred to that point

5. **Extensions**

For the purposes of this Endorsement only, the following Extensions will apply:

- (a) Extension 2.10(Emergency Defence Costs and Legal Representation Expenses) applies to afford cover to the **Insured Organisation** under this endorsement only, except that all references to **Legal Representation Expenses** are deleted. Neither this endorsement nor Extension 2.7 (Advancement of Defence Costs) provides any cover to the **Insured Organisation** in respect of any **Investigation**.
- (b) Extension 2.11 (Continuous Cover) applies to afford cover to the **Insured Organisation** under this endorsement only and the references in extension 2.9(b) to Investment Management Insurance is deemed to be references to insurance in respect of **Claims** based on or arising from an **Employment Practice Breach**.
- (c) Extension 2.8(c) (**Public Relations Expenses**) applies to afford cover to the **Insured Organisation** under this endorsement only, as if the references to **Insured Person** are references to the **Insured Organisation**.
- (d) Without derogating from the precise terms and effect of any other applicable Extension in the **Policy**, Extension 2.19 (Occupational Health and Safety) does not afford any cover to the **Insured Organisation** under this endorsement.

In all other respects this **Policy** remains unaltered.