

华泰财险附加财产管理及估值损失除外条款（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，并就下列事项达成一致（本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. 以下除外责任条款适用于董事、监事及高级管理人员专业赔偿保障
 - (a) **保险人**将不支付任何直接或间接起因于、归因于或有关于以下情形的**损失**：
 - (i) 任何未能获得或保留与支付工程合同或服务合同相关的资金；或
 - (ii) 任何未能生效及/或保留的保险；或
 - (iii) **被保险人**对或有工程成本估算的任何错误或遗漏，或估算成本被超出，除非在估算前供应商已经书面证实了这些估计数；或
 - (iv) **被保险人**对于工程期限的估计的任何错误或遗漏，除非在此之前供应商已经书面证实了这些估计数；或
 - (v) **被保险人**的任何分包商（但该除外不会影响被保险人因分包商行为而可能负有的赔偿责任，包括但不限于在执行或未能执行投资服务时）；或
 - (vi) 任何因建造承包人方的独立非指派的项目经理而通常可能产生的责任；或
 - (vii) 参与任何项目的任何一方在工程发展或建造时的融资失败或失去偿付能力。
 - (b) **保险人**将不支付任何直接或间接起因于、归因于或有关于被保险人财产估价或价值估计所负有的法律责任。
2. 本保险合同适用如下定义：

投资服务包括由**被保险人**就任何**基金**的任何利益提供的财产管理和发展管理服务。

本保险合同其他条款维持不变。

G16 PROPERTY RELATED FUNDS ENDORSEMENT – AMENDED

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. Section 4 of this **Policy**, General Exclusions, is amended by adding the following:
EXCLUSIONS APPLICABLE TO DIRECTORS AND OFFICERS AND/OR PROFESSIONAL INDEMNITY COVERS

- (a) **Insurer** will not pay any **Loss** directly or indirectly caused by, arising out of or in any way connected with:
 - (i) any failure to procure or maintain any financing for the payment of contract works or services in connection therewith; or
 - (ii) any failure to effect and/or maintain insurance; or
 - (iii) any error or omission by the **Insured** in estimates of probable construction cost or cost estimates being exceeded unless such estimates have been substantiated in writing by suppliers prior to such estimations having been given; or
 - (iv) any error or omission by the **Insured** involving estimations of time unless such estimates have been substantiated in writing by suppliers prior to such estimations having been given; or
 - (v) any sub-consultants of the **Insured** (provided this exclusion does not affect indemnity available to the **Insured** in respect of liability which may attach to them as a result of the

actions of such subconsultants, including but not limited to while performing or failing to perform **Investment Services**); or

(vi) any activity which would normally be the responsibility of the building contractor had a separate project manager not been appointed; or

(vii) the insolvency or financial failure of any of the parties involved in any project, in respect of any property development or construction.

(b) **Insurer** will not pay any **Loss** directly or indirectly caused by, arising out of or in any way connected with any property valuation or estimate of value by or on behalf of the **Insured** or any other person for whose conduct the **Insured** is legally responsible.

3. Section 3 of this **Policy**, Definitions, is amended by adding the following to the definition of **Investment Services** in section 3.22:

Investment Services also includes property management and development management services provided by the **Insured** in connection with any interests in any **Fund**.

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