

华泰财险附加错误陈述条款

订立保险合同，保险人就保险标的或者被保险人的有关情况提出询问的，投保人应当如实告知。

投保人故意或因重大过失未履行前述如实告知义务，足以影响保险人决定是否同意承保或提高保险费率的，保险人有权解除本保险合同。该合同解除权利，自保险人知道有解除事由之日起，超过30日未行使而消灭。自本保险合同成立之日起超过二年的，保险人不得行使前述合同解除权；发生保险事故的，保险人应当承担赔偿责任。

投保人故意不履行如实告知义务的，保险人对于合同解除前发生的保险事故，不承担赔偿责任，并不退还保费。如果投保人因重大过失未履行如实告知义务，对保险事故的发生有严重影响的，保险人对于本保险合同解除前发生的保险事故，不承担赔偿责任，但应当退还保险费。保险人在本保险合同订立时已经知道投保人未如实告知的情况的，保险人不得行使前述合同解除权；发生保险事故的，保险人应当承担赔偿责任。

投保人就任何一个被保险人作出本条款所述行为，不应影响其他保险人的利益。

Misrepresentation

Where the Insurer makes inquiries about the subject matter or the circumstances of the Property Insured or the Insured when concluding this Policy, the Policyholder shall make a truth disclosure.

If the Policyholder, deliberately or due to gross negligence, fails to fulfill the aforementioned duty of disclosure, which may adversely affect the underwriting decisions or premium rate assessment of the Insurer, the Insurer is entitled to terminate this Policy. The said right of termination shall be extinguished if it is not exercised within 30 days from the date on which the Insurer is aware of a reason for termination or within two years from the conclusion of this Policy, whichever is earlier, or the Insurer will be liable to pay the loss covered by this Policy.

If the Policyholder deliberately fails to perform the duty of disclosure, the Insurer shall not be liable to pay the indemnity for any loss of an occurrence, which occurred before the termination of this Policy and the Insurer will not refund the premium. If the Policyholder fails to perform the duty of disclosure due to gross negligence and such failure had a material impact on the occurrence, the Insurer shall not be liable to pay the indemnity for any loss of an occurrence which occurred before the termination of this Policy but the Insurer will refund the premium. The Insurer is not entitled to cancel this Policy if the Insurer was aware at the time of entering into this Policy that the Policyholder had made any misrepresentations or non-disclosures, and shall be liable to pay the loss covered by this Policy.

Subject to the Multiple Insured Clause, any act as described herein by the Policyholder in respect of one Insured shall not prejudice the interest of any other Insured.