

华泰财险附加附加被保险人条款（场地的管理方或出租方）

双方同意将明细表所载明的人员或组织列为被保险人；若明细表中未载明任何人员或组织，则列名被保险人根据书面协议有义务向其提供附加被保险人保障的任何人员或组织将作为被保险人，但应符合下述规定：

- (a) 导致责任的“人身损害”、“财产损失”、“个人权利侵害”或“广告侵害”是在书面协议签署后发生的；且
- (b) 书面协议在需要保险保障的“人身损害”、“财产损失”、“个人权利侵害”或“广告侵害”发生之时仍有效。

上述人员或组织属于“附加被保险人”。

附加被保险人享有的保险保障仅限于列名被保险人、其雇员、代理人或分包商在为列名被保险人进行日常工作时存在某些过失行为或不作为所导致的责任，但如果相关书面协议中已特别明确约定了其他有关附加被保险人的要求，则该等其他要求将适用。

下述情形不属于保险责任范围：

- (a) 列名被保险人不再是场地租赁方之后发生的“意外事故”；
- (b) 明细表所载明的人员或组织或者其他代表该等人员或组织进行的结构改动、新建或拆除工作。

如上文所述，出租给列名被保险人的那部分场地仅包括明细表中所列明的场地，如果明细表中未列明任何场地，则只有列名被保险人根据书面协议同意为其提供附加被保险人保障的地址才属于本条款规定的出租给列名被保险人的那部分场地。

本条款项下提供的保险仅适用于书面协议所要求的承保范围和责任限额，但在任何情况下均不应超出本保险合同的承保范围或责任限额。

如果根据“列名被保险人”签署的合同，应当向附加被保险人提供基层保险且可同时有

其他基层保险或者提供基层保险且不与其他保险分摊赔偿责任，则附加被保险人在本条款下享有的保险保障应当与合同约定一致。但本条款提供的保险保障与合同约定一致的前提是该合同要求本保险保障对附加被保险人自行投保的保单而言属于基层保险；在任何情况下，“列名被保险人”签署的合同均不应产生本保险保障与附加被保险人享有的其他附加被保险人保障分摊赔偿责任的效果，并且本保险保障应当是该等其他附加被保险人保障的超额保险，无论其性质是超额、或有或基层保险。

如果附加被保险人本应有权向其他保险人要求赔偿（包括进行抗辩），则本公司将与附加被保险人共享该权利。

G43 ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, or, if no person or organization is shown in the Schedule, then any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

- (a) the “bodily injury”, “property damage”, “personal injury” or “advertising injury” giving

rise to liability occurs subsequent to the execution of the agreement; and

(b) the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal injury” or “advertising injury” for which coverage is sought.

That person or organization shall be referred to as the “Additional Insured”.

The coverage afforded to the Additional Insured is limited to liability incurred as a result of some negligent act or omission of the “Named Insured”, its employees, agents, or subcontractors in the conduct of the “Named Insured’s” ongoing operations unless other Additional Insured requirements are specifically and expressly agreed to in the written agreement and then those will apply.

This insurance does not apply to:

- (a) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

As used above, that part of the premises leased to you shall only include those premises designated in the Schedule, or if no premises are designated in the Schedule, only those locations leased to you for which you have agreed in a written agreement to provide additional insured coverage.

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceed either the scope of coverage or the limits of insurance provided by this policy.

If a contract with the “Named Insured” requires that the insurance provided for the Additional Insured be primary concurrent or primary non-contributory, then the coverage provided to the Additional Insured under this endorsement shall conform to that contract. **However, this**

insurance will conform to that contract only to the extent that the contract requires this insurance to be primary in comparison to the Additional Insured's own policy or policies; in no event shall a contract with the "Named Insured" operate to require this insurance to contribute with other additional insured coverage available to the Additional Insured, and this insurance shall be excess over any such other insurance, whether or an excess, contingent or primary basis.

To the extent that the Additional Insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the Additional Insured.