

华泰财险附加附加被保险人条款（租赁设备出租方：租赁协议有要求时自动加入）

双方同意，如果列名被保险人与向列名被保险人出租设备的人员或组织在合同或协议中书面约定将该人员或组织作为附加被保险人加入列名被保险人的保险合同下，则“被保险人”一词应包括该人员或组织且其将作为附加被保险人。

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对出租给列名被保险人的设备进行维护、操作或使用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。

上述人员或组织在其与列名被保险人就租赁设备的合同或协议终止时即不再属于本条款项下的附加被保险人。

对于设备租赁终止后发生的“意外事故”，本保险不向本条款规定的附加被保险人承担赔偿责任。

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。

**G44 ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT -
AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

The term “Insured” is amended to include as an additional insured the person or organization from whom the “Named Insured” has leased equipment when the “Named Insured” and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on the “Named Insured’s” policy.

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” maintenance, operation or use of equipment leased to the “Named Insured” unless other Additional Insured requirements are specifically and expressly agreed to in the written agreement and then those will apply.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with the “Named Insured” for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

The insurance provided by this endorsement applies only to coverages and limits of

insurance, required by written agreement, but in no event exceeds, 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 on 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.