华泰财险附加失去偿付能力除外条款（针对外部机构）

（注册号：C0001543092202302022173 3）

兹经双方了解并同意，本**保险合同**增加以下内容（本条款未约定的以本**保险合同**其他条款，条件，责任限额和除外责任为准）：

除外条款增加以下内容：

适用于所有保险条款的除外责任

保险人对任何直接或间接基于、起因于或归因于任何**破产事件**的**赔偿请求**造成的**损失**均不承担赔偿责任。

就本附加条款而言，**破产事件**是指与**外部组织**有关的：

(a) 清算，破产，资不抵债，破产接管、管理（自愿或其他方式），行政接管，任何类型的解散或根据相关法律法规所适用的任何种类的其他类似程序；

(b) 根据1986年《破产法》（英国）第A1部分进入法定中止状态或相关司法管辖区的任何类似程序；

(c) 在任何司法管辖区的破产程序中被指定管理**被保险机构**或**外部组织**全部或部分资产的监督人或类似主体；

(d) 为偿还债务而与债权人达成的债务偿还安排或相应司法管辖区的任何其他类似程序；或

(e) **被保险机构**或者**外部组织**因以下原因而破产：
i. 无法在到期日前偿还债务和义务；和/或
ii. 考虑到或有负债和预期负债，其资产价值小于其负债；和/或
iii. 用于认定破产而根据**被保险机构**或**外部组织**设立地司法管辖法律对上述（i）和（ii）进行的法律评估。

若出现本附加条款与**保险合同**以及任何其他在本**保险合同**向下的附加条款有任何冲突，以本附加条款为准。

主保险条款其他约定维持不变。

Insolvency Exclusion - (2020 version 2)

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

Section 4, Exclusions, is amended to include the following:

EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

Insurer will not be liable to make any payment for **Loss, Claim** under this **Policy** directly or indirectly caused by, arising out of, attributable to or in any way connected with any **Insolvency Event.**

For the purposes of this endorsement, **Insolvency Event** means with respect to any **Outside Organisation**:

(a) liquidation, bankruptcy, insolvency, receivership, administration (voluntary or otherwise), administrative receivership, winding up of any kind or any other similar proceeding in the relevant jurisdiction;

(b) entering into a moratorium under Part A1 of the Insolvency Act 1986 (UK) or any similar proceeding in the relevant jurisdiction;

(c) a supervisor or holder of a similar position in insolvency proceedings in any jurisdiction is appointed to manage all or part of the **Insured Organisation** or any **Outside Organisation**'s assets;

(d) entering into a scheme of arrangement with creditors in satisfaction of its debts or any other similar proceeding in the relevant jurisdiction**;** or

(e) the **Insured Organisation** or any **Outside Organisation** being insolvent on the basis:
   i. it is unable to pay its debts and obligations as they become due; and/or
   ii. the value of its assets is less than its liabilities, taking into account contingent and prospective liabilities; and/or
   iii. where applicable, any equivalent or similar legal test to i. and ii. for determining insolvency in the jurisdiction in which such **Insured Organisation** or any **Outside Organisation** is incorporated.

In the event of any conflict or inconsistency between the terms and conditions of this endorsement and any terms or conditions set forth in this **Policy** or any other endorsement attaching to this **Policy**, the terms and conditions set forth in this endorsement shall prevail.

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