

华泰财险附加“契约责任”除外条款

兹经双方理解并同意，保险合同第一部分第一条“人身损害”及“财产损失”责任适用下述“契约责任”除外条款：

本保险不适用于下列事项引起的损害赔偿责任：

a) 被保险人因合同约定而承担的“人身损害”或“财产损失”的损害赔偿责任。本除外条款不适用于：

(1) 该合同属于“承保合同”且“人身损害”或“财产损失”是在该合同签署之后发生的；或

(2) 即使没有该合同或协议存在，被保险人仍应承担的赔偿责任。

b) 依据有关劳工补偿、残障福利或失业补偿法律法规或其它类似法律法规，被保险人对其雇员应负的赔偿责任。

G40 AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION

It is hereby understood and agreed that SECTION I, COVERAGE A, 2. EXCLUSION b. Contractual Liability is deleted in its entirety and replaced with the following:

a) **“Bodily injury” or “property damage” for which the “insured” is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:**

(1) **Assumed in a contract or agreement that is an “insured contract” provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement; or**

(2) **That the “insured” would have in the absence of the contract or agreement.**

b) **Any obligation of the “insured” under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.**