

华泰财险附加“意外事故”定义条款

兹经双方理解并同意，保险合同适用下述定义：

“意外事故”是指一个意外偶然事故，包括连续或重复处于实质上相同的损害情形下。

受限于上文规定，如果直接、间接由于或声称归咎于相同的实际或声称的事件、情况、原因、缺陷、风险或未能对前述各项提供警示，导致一系列和/或多项实际或声称的损失、伤害、损害或责任的发生，则无论该等实际或声称的损失、伤害、损害或责任持续的时间有多久、覆盖的区域有多广或产生的数量有多少，均应全部合并视为一个“意外事故”。对于因设计、配制、制造、分销、使用、操作、维护或修理“列名被保险人的产品”或未能对使用、操作或维护“列名被保险人的产品”提供警示所造成的或声称造成的损失、伤害、损害或责任，“相同的实际或声称的事件、情况、原因、缺陷、风险或未能对前述各项提供警示”这一描述是指直接、间接导致该等损失、伤害、损害或责任或声称归咎于其的相关设计、配制、制造、分销、使用、操作、维护、修理或未能提供警示（视情况而定）。就“个人权利侵害及广告侵害”而言，相同或类似资料的多次或重复广播或出版构成相同的实际或声称的事件、情况、原因或缺陷。

本保险合同的其他条款和条件仍适用。

除上文规定外，本条款并未修改、变更、放弃或扩展保险合同的条款、条件、约定或限额。

G60 AMENDMENT OF DEFINITION OF OCCURRENCE

It is hereby understood and agreed that Section V Definitions 13 “Occurrence” is amended to read:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Subject to the above, provided that if a series of and/or several actual or alleged losses, injuries, damages or liabilities occur which are attributable directly, indirectly or allegedly to the same actual or alleged event, condition, cause, defect or hazard or failure to warn of such, then all such actual or alleged losses, injuries, damages or liabilities shall be added together and treated as one “occurrence” irrespective of the period or area over which the actual or alleged losses, injuries, damages or liabilities occur or the number of such actual or alleged losses, injuries, damages or liabilities. So far as alleged losses, injuries, damages or liabilities resulting or alleged to result from the design, formulation, manufacture, distribution, use, operation, maintenance or repair of “your product” or the failure to warn as to the use, operation or maintenance of “your product”, the term “the same actual or alleged event, condition, cause, defect, or hazard or failure to warn of such”, means any such design, formulation, manufacture, distribution, use, operation, maintenance, repair or failure to warn, as the case may be as to which such losses, injuries or damages are directly, indirectly or allegedly attributable. As respects “personal and advertising injury”, multiple or repeated

broadcasts or publications of the same or similar materials shall constitute the same actual or alleged event, condition, cause or defect.

All other terms and conditions remain unchanged.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, agreements or limitations of this policy other than as above stated.