

华泰财险附加产品完工责任扩展条款

本保险合同在明细表中列明的责任限额内和司法管辖条款内，扩展承保被保险人在中华人民共和国境内因销售或提供的产品或承包工作完成所引起的，依法须由被保险人承担的第三者人身伤害和财产损失责任。但上述第三者的人身伤害或财产损失必须在保险期限内首次向被保险人进行索赔；且必须在明细表追溯日期内、且在承包工作完成后发生，且发生在非由被保险人所有或租借的营业场所内。“承包工作”包括材料、部件或设备的安装完毕，视下列各项先发生者为准：

- (1) 当合同中所有由被保险人执行或以其名义执行的承包工作均已完成；
- (2) 当营业场所内所有由被保险人执行或以其名义执行的承包工作均已完成；
- (3) 当造成第三者的人身伤害或财产损失的部分项目投入指定的用途时（其他承包商或分承包商为同一工程进行项目建设除外）。已完成的承包工作因缺损或缺陷需要其他服务或维护工程或修正、修理或更换工作的应视为承包工作完成；

本保险合同相关赔偿条款、除外条款均适用，但保险公司对下列损失不负责赔偿：

- (1) 由下列原因引起的责任：
 - i. 产品、承包工作的完成设计或方程缺陷；
 - ii. 由被保险人保管或控制的产品、承包工作的完成；
 - iii. 安装在飞行器上的产品、承包工作的完成。
- (2) 由被保险人提供或完成的产品、承包工作的完成，因无法使用或修理改造或更换费用（包括拆除、爆破、拆解、交付、重建、供应和安装）所引起的索赔；
- (3) 由被保险人提供或完成的缺陷或可能存在缺陷的产品、承包工作的召回费用；
- (4) 惩罚性或惩戒性赔偿；
- (5) 当被保险人为分支机构或公司或为授权个人代表时，被保险人在中华人民共和国以外的国家被提起赔偿诉讼；
- (6) 工具、未安装设备或丢弃或未使用的材料所引起的人身伤害或财产损失。

本保险合同所载其它条款条件不变。

K06 Products Completed Operations

This Policy is, subject to the limit stated in the Schedule and subject to the Jurisdiction Clause, extended to indemnify the Insured against all sums for which the Insured shall become legally liable to pay for compensation in respect of bodily injury and property damage happening within People's Republic of

China caused by Products sold or supplied or arising out of Completed Operations, but only if the bodily injury or property damage occurs after the retroactive date specified in the Schedule and away from premises owned by or rented to the Insured resulting in a claim being first made against the Insured during such Period of Insurance. "Operations" include materials parts or equipment finished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) When all operations to be performed by or on behalf of the Insured under the Contract have been completed.
- (2) When all operations to be performed by or on behalf of the Insured at the site of the operations have been completed.
- (3) When the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project. Operations which may require further service or maintenance work or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

In respect of the indemnity the terms and conditions and exceptions of this Policy shall otherwise apply except that the Company will not indemnify the Insured in respect of:

- (1) **The Liability as within defined arising from**
 - i. **defective design or formulation of any Products/Completed Operations**
 - ii. **any Products/Completed Operations in the custody or control of the Insured**
 - iii. **any products/Completed Operations installed in an aircraft**
- (2) **The loss of use of or the costs of repair alteration or replacement (including demolition breaking out dismantling delivery rebuilding supply and installation in connection therewith) of any Products/Operations supplied or completed by the Insured giving rise to a claim**
- (3) **The cost of recalling any defective or potentially defective products/Operations supplied or completed by the Insured**
- (4) **Punitive or exemplary damages**
- (5) **Any action for damages brought against the Insured in the Courts of any country outside People's Republic of China in which the Insured is represented by a branch or by a company firm or individual holding the Insured's Power of Attorney**
- (6) **Bodily injury or property damage arising out of the existence of tools, uninstalled equipment or abandoned or unused materials**

Subject otherwise to the terms, conditions and exceptions of this Policy.