

华泰财险附加全球保单扩展条款（CB 版）

以下扩展承保将被加入本保险合同：

2.18 全球保单扩展条款

兹经双方了解并同意，尽管本保险合同有任何相反规定，若：

- (i) 当地法律有**本地保单**的要求，但是在**子公司**损失产生之前，该保单尚未签发；或
- (ii) 依照**本地保单**向其保险人提出的赔偿请求因不在该保单的保障范围内而遭拒赔（“DIC 保障”）；或
- (iii) 已签发的**本地保单**的赔偿限额因补偿**子公司**损失已耗尽（“DIL 保障”）；

则在适用法律允许的前提下**保险人**将补偿**第一记名被保险人**的被保险损失，且该损失金额经双方同意等同于**子公司**损失。

适用于本 2.18 扩展条款的条件：

- (a) 本**保险合同**项下**保险人**对所有损失的最高累计赔偿 responsibility（包括被**保险**损失），以明细表第 4 项中的赔偿限额为限，且与赔偿请求数量，或索赔的被保险人人数无关。
- (b) **本地保单**已经签发后，任何支付给**子公司**损失应从应付**被保险**损失的计算中扣除。
- (c) 根据本**保险合同**和任何**本地保单**或其任何附件所作的全部付款总额不得超过明细表第 4 项中的赔偿限额。
- (d) 已签发的**本地保单**适用的任何免赔额不应超过明细表第 5 项中的免赔额。
- (e) 若本批单的条款在任一司法管辖内的任一情况下被视为无效或无法执行，不应推定该条款在其他任何司法管辖中亦无效或无法执行。
- (f) **保险人**应按照本**保险合同**条款和条件处理任何**子公司**损失，犹如**第一记名被保险人**发生**子公司**损失
- (g) **子公司**的已知事项应被视为是**第一记名被保险人**的已知事项。
- (h) 经**保险人**的指引，**第一记名被保险人**应，
 1. 以自身名义聘请**子公司**损失发生所属司法管辖内有资质的，且经**保险人**同意的损失理算专家（下称为公估师）理算**子公**

司损失，费用由保险人承担；

2. 在法律允许范围内，给予保险人足够的权利与公估师协作；
3. 给予**保险人**足够的权利取得公估师出具的资料；和
4. 获得控制调查、理算、抗辩和调解**子公司损失**的权利，包括有权取得账簿、记录、账单、发票、凭证和其他资料。

- (i) **第一记名被保险人**应尽最大努力确保其**子公司**在法律法规许可的范围内执行、同意执行经**保险人**要求的合理必要措施和事项，让签发**本地保单**的**保险人**可优先向从其他方行使权利和要求赔偿，或取得补偿金或和解金

若**保险人**向或已经向**第一记名被保险人**给予与**子公司损失**有关的赔偿金或和解金，而**子公司**后续从其他方得到补偿，**第一记名被保险人**应立即返还**保险人**同等数额的赔偿金或和解金。

以下定义增加到本**保险合同**项下，但仅适用于本批单：

第一记名被保险人	指 明细表 第二项所列的实体。
被保险损失	指 子公司 价值下降的金额且该价值的下降是直接或间接由 子公司损失 所造成的。
本地保单	指在 子公司 司法管辖地内， 子公司 向持有执照、有权签发董事、监事及高级管理人员责任险的 保险人 购买的董事、监事及高级管理人员责任险 保险单 。
子公司被保险人	指隶属于 子公司 的 被保险人 ，且该 子公司 所在的国家或地区中， 保险人 没有执照、授权或被许可向该 子公司 （包括由该 子公司 指派担任任何外部组织的董事、高级管理人员、受托人、管理人或类似职务的任何自然人）提供 保险
子公司损失	指根据本 保险合同 的条款和条件属于本 保险合同 承保的，由 子公司 支付，依法补偿 子公司 被保险人 的损失。

Global Policy Extension

The following Extension is added to the Policy:

2.18 Global Policy Extension

Notwithstanding anything contained herein to the contrary:

- (i) Where a **Local Policy** is required by applicable law but prior to the incurring of a **Subsidiary Loss** such a policy had not in fact been issued; or
- (ii) Where a claim is made under a **Local Policy** and is rejected as not being within its policy terms and conditions ("**DIC cover**"); or
- (iii) Where a **Local Policy** had been issued but its Limit of Liability becomes exhausted by payments made in part satisfaction of a **Subsidiary Loss** ("**DIL cover**");

The **Insurer** will, to the extent allowed by applicable laws, indemnify the **First Named Insured** for its **Insured Loss** the value of which is conclusively agreed and shall be equal to the **Subsidiary Loss**.

Conditions applicable to Extension 2.18:

- (a) The total aggregate liability of the **Insurer** for all **Loss** (including **Insured Loss**), irrespective of the number of claims or number of **Insureds** who claim under this **Policy** shall be the Limit of Liability in Item 4 of the Schedule.
- (b) Where a **Local Policy** has been issued, any payment made by any such **Local Policy** towards a **Subsidiary Loss** shall be deducted from the calculation of **Insured Loss** payable by virtue of this Endorsement.
- (c) The total amount of all payments made under this **Policy** and any **Local Policy** (ies) or any combination thereof shall not exceed the Limit of Liability in Item 4 of the Schedule.
- (d) Where a **Local Policy** has been issued the amount of any applicable retention shall not exceed the retention in Item 5 of the Schedule.
- (e) If any provision in this Endorsement is held to be invalid or unenforceable in any relevant jurisdiction in any given situation it shall not as a consequence be invalid or unenforceable in any other jurisdiction or situation.
- (f) The **Insurer** will treat any **Subsidiary Loss** in accordance with all of the terms and conditions of this **Policy** as if the **Subsidiary Loss** occurred to the **First Named Insured**.

- (g) Matters known to the **Subsidiary** shall be deemed to be known to the **First Named Insured**.
- (h) The **First Named Insured** shall, when directed by the **Insurer**:
1. retain in its own name, but at the **Insurer's** expense, a loss adjusting expert ("loss adjuster"), authorized in the jurisdiction in which the **Subsidiary Loss** occurred and approved by the **Insurer**, to adjust the **Subsidiary Loss**;
 2. where permitted by applicable law, grant the **Insurer** the full right to collaborate with such loss adjuster;
 3. grant the **Insurer** full access to any records produced by such loss adjuster; and
 4. obtain the right to control the investigation, adjustment, defence and settlement of a **Subsidiary Loss**, including access to books, records, bills, invoices, vouchers and other information.
- (i) **The First Named Insured shall use best endeavours to ensure that the Subsidiary shall, to the extent permitted by the laws and/or regulations to which the Subsidiary is subject, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief, indemnity or settlement sums from other parties in each case in priority to the insurer with whom the Local Policy is written.**

In the event any such recovery is subsequently received by the **Subsidiary** in respect of which a payment or settlement is or has been made by the **Insurer** to the **First Named Insured** in relation to a **Subsidiary Loss**, the **First Named Insured** shall immediately pay to the **Insurer** a sum equivalent to such payment or settlement.

The following Definitions are added to this **Policy** for the purpose of this Extension only.

- First Named Insured** means the company shown in item 2 of the Schedule.
- Insured Loss** means the decrease in value of the **Subsidiary**, either directly or through intervening subsidiaries as a result of a **Subsidiary Loss**.
- Local Policy(ies)** means a directors' and officers' liability insurance policy purchasable by a **Subsidiary** from an insurer licensed and authorised to issue and make payments under such policy in the jurisdiction of the **Subsidiary**.

Subsidiary Insured

means an **Insured** who is engaged by a **Subsidiary** located in a country or territory in which the **Insurer** is not licensed, authorised or otherwise permitted to insure that entity including any natural person who at the specific request of that **Subsidiary** is a director, officer, trustee, governor or equivalent of any **Outside Entity** in their capacity of such.

Subsidiary Loss

means any loss which would be considered a covered loss under the terms and conditions of this **Policy** paid by the **Subsidiary** as a result of it lawfully indemnifying the **Subsidiary Insured**.