

华泰财险附加共同被保险人条款（A款）

1. 各方同意，如果保险单中列明的被保险人不止一方，且都是独立明确的实体，那么（根据本共同被保险人条款）本保险以相同方式和相同程度适用每一被保险人，如同向每一个被保险人签发独立的保险单，但前提是保险人对全部被保险人承担的总责任不超过责任限额，包括本保险的备忘录或批单内所设定的任何分项限额；
2. 各方同意，保险人向一个或多个上述被保险人的赔付将相应减少保险人在本保险项下由于某一事件引起的对上述所有被保险人的赔偿责任和累计责任（如适用累计责任）；
3. 各方进一步明确，当发生损失或损坏时，被保险人在任何时候都应保留其合同权利及所签订协议以及合同的补救权利；
4. 各方进一步明确并同意，如被保险人存在欺诈、实质错报、实质不报或违反保证条款或保单条件行为，这些行为在本条款中称为损害行为，保险人不承担对被保险人的责任或被保险人提出的损失索赔；
5. 然而各方同意，某个被保险人的损害行为不应损害有保险利益且没有实施损害行为的其它被保险人的索赔权利；
6. 保险人兹同意放弃应有的或获得的对任何被保险人的代位求偿权，除非这种代位求偿或追索权是由于某个损害行为而导致。此种情况下，无论损害方先前是被保险人或一直是被保险人或目前是被保险人，保险人均可以执行上述权利。

本保险所载其他条件不变。

G03 Co-insured Clause

1. It is hereby understood and agreed that several Insureds are listed in the policy schedule, and each of them are independent and explicit, (according to this Co-insured Clause) this policy shall apply to each party in the same manner as if a separate policy had been issued to each of the said parties, provided that total sums indemnified by the Insurer to all the Insureds shall not exceed the limit of liability including sub-limit specified in the policy (including memos and endorsement);
2. It is agreed that if the Insurer has paid to any one or several Insured, such amount should be deducted correspondingly from the limit of liabilities or cumulative limit of liabilities of all the Insureds;
3. It is further agreed that if any loss or damage occurs, the Insured shall at any time retain its contractual rights and its remedial right to any signed agreement and contract.
4. It is further agreed that the Insurer shall not be liable to pay the indemnities to the Insured for its prejudicial act, which includes fraudulence, misrepresentation, concealment or breach of the warranty or conditions.
5. However, each parties agrees that the right of claim for indemnity of other insured who has insurable interest and doesn't implement aforesaid prejudicial act should not be influenced by prejudicial act of any insured.
6. The Insurer agrees to waive due or acquired right of subrogation to any insured unless the right of subrogation or recourse results from a prejudicial act. In such case, regardless that the Insured party is a previous Insured, or continuous and current Insured, the Insurer can perform aforesaid right.

This clause is subject otherwise to the terms, conditions, exclusion of this policy.

