

华泰财险附加吊机和或未注册工具责任扩展条款

无论保险合同是否有相反规定，双方特此同意并理解，处于被保险人实际或法律控制中或者被保险人或他人代表被保险人在工作中使用的吊机、电力吊装机或未注册工具或其附属装置，直接或间接导致或产生与之相关的第三方人身损害或财产损失，被保险人因此遭受索赔的，本保险合同将予以扩展保障。

但下述情况下因该等工具或其附属装置所引起的或与之相关的索赔，保险人不承担赔偿责任：

- a) 前述吊机、电力吊装机或未注册工具或其附属装自身遭受的损失或损害；
- b) 依法律要求为之投保的机动车辆相关；
- c) 有其他相同保险责任的保险，前提是本保险合同规定的赔偿限额不超过该其他保险下可赔偿的限额。

本条款下，保险人承担的最高责任不超过保险明细表所列明的相关分项赔偿限额。双方进一步同意，本条款所适用的分项赔偿限额构成本保险合同主险项下总赔偿限额的一部分，而非额外适用的赔偿限额。

本条款受限于保险合同的条款、条件和责任免除规定。

K108 HOIST, CRANES &/OR UNREGISTERED VEHICLES LIABILITY CLAUSE

Notwithstanding anything herein contained to the contrary of this policy, it is hereby agreed and understood that this Policy extends to indemnify the Insured for claims in respect of bodily injury of or property damage to any third parties arising directly or indirectly out of or caused by or in connection with any hoist, crane, power hoisting machines or unregistered vehicles or attachment thereto in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured.

Provided that the Insurer shall not be liable in respect of claims arising in connection with such vehicle or such attachment thereto:

- a) loss of or damage to aforesaid hoist, crane, power hoisting machines or unregistered vehicles or attachment thereto**
- b) in respect of the use motor vehicles in which insurance is required by virtue of legislation;**
- c) which is otherwise insured in respect of the same liability provided that the Limit of Indemnity stated in this Policy is not exceeding the sums of collectible limit of indemnity from other insurance.**

The Insurer's limit of liability under this endorsement clause shall not exceed the concerning sub-limit of liability stated in the policy schedule. It is further agreed that the sub-limit of liability under this endorsement clause shall form part of and not in addition to the total limit of indemnity of main coverage under this policy.

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