

华泰财险附加场所医疗费用赔偿条款（B）

对于因下述原因遭受意外人身损害的第三者，保险人将负责赔偿其自意外事故发生之日起一年内因该人身损害所发生的所有合理医疗费用：

- (1) 承保范围内的经营场所内发生的情况；或
- (2) 被保险人的属于本保险合同下人身损害责任承保范围内的业务。

下述各项不属于本保险合同的保险责任范围：

A. 以下人身损害：

(1) 因对下述机动车或飞机拥有所有权或对其进行保养、操作、使用、装载或卸载所引起的人身损害：

- (a) 任何由被保险人拥有、操作、租赁或借用的机动车或飞机；或
- (b) 任何人员在其为被保险人雇佣期间操作的机动车或飞机；

但本项除外责任不适用于停放于被保险处所但并非被保险人自有、租赁或借用的机动车；

(2) 因以下原因导致的人身损害：

(a) 对于在预定的或有组织的竞赛、速度或撞车比赛或特技活动中使用的移动设备或者为前述比赛或活动进行练习或准备而使用的移动设备所拥有的所有权或者对其进行保养、操作、使用、装载或卸载；或

(b) 操作或使用设计用途为雪地车或拖车且存在下述情况的车辆：

- (i) 由被保险人拥有、操作、租赁或借用，或
- (ii) 由任何人员在其为被保险人雇佣期间操作；

(3) 因对下述船舶拥有所有权或对其进行保养、操作、使用、装载或卸载所引起的人身损害：

- (a) 任何由被保险人拥有、操作、租赁或借用的船舶，或
- (b) 任何人员在其为被保险人雇佣期间操作的船舶；

对于在被保险处所靠岸停泊的船舶，本项除外责任不适用。

(4) 在被保险人自有的、操作的、租赁的或借用的车辆运输移动设备的过程中导致的人身损害。

B. 以下人身损害：

(1) 属于完工操作责任或产品责任保险范围的人身损害；

(2) 独立承包商为被保险人执行的操作所导致的人身伤害，但不包括：

- (a) 对被保险处所进行维修或保养，或
- (b) 在被保险处所进行的不涉及建筑物或其他结构大小变动或位置移动的结构改建；

(3) 因销售、提供或给予任何含酒精饮料存在下述情形而导致的人身损害：

- (a) 违反法律、法规或法令销售、提供或给予含酒精饮料，
- (b) 向未成年人销售、提供或给予含酒精饮料，
- (c) 向处于酒精影响下的人销售、提供或给予含酒精饮料， 或

(d) 引起或导致任何人中毒，但仅限于以下情形：被保险人从事含酒精饮料的制造、分销、销售或供应；或虽然被保险人不从事前述业务但被保险人是用于前述目的的处所的所有权人或出租人，当被保险人是前述规定的所有权人或出租人时，仅(B) (3) (a) 项的除外责任适用；

(4) 由于战争（不论是否已宣战）、内战、暴动、起义或革命或者伴随于前述情形的行为或态

势所导致的人身损害；

C. 以下人身损害：

- (1) 被保险人、被保险人的合作伙伴、常驻于被保险处所的租户或其他个人所遭受的人身损害，以及前述主体的雇员在其受雇佣期间发生的人身损害；
- (2) 任何其他租户在其向被保险人承租的那部分被保险处所内遭受的人身损害，或该租户的雇员在其受雇佣期间于该租户承租的那部分被保险处所内遭受的人身损害；
- (3) 受雇对被保险处所进行维护和修理或受雇在被保险处所进行改建、拆除或新建工作的人员遭受的人身损害；
- (4) 根据劳工赔偿法律、失业补偿法律、残疾福利法律或任何类似法律的规定，依法应提供赔偿的个人人身损害；
- (5) 在任何体育训练、运动、体育活动或竞赛中进行训练、指导或参与的任何人所遭受的人身损害，无论该等训练、指导或参与是正式或非正式的；
- (6) 任何被保险人的会员所遭受的人身损害（若被保险人是俱乐部）；

D. 因被保险人、被保险人雇员提供的服务或由任何个人或组织根据与被保险人签订的服务提供合同而提供的服务所产生的医疗费用。

责任限额：

本场所医疗费用赔偿条款下对每个人的责任限额为明细表所列金额。适用于“每个人”的责任限额是指保险人对每个人因每次意外事故遭受人身损害所产生的全部医疗费用承担的最高赔偿限额。但除前述有关“每个人”的限额规定外，在本处所医疗费用赔偿条款下，每次意外事故导致两名或两名以上个人遭受人身损害的，保险人对由此产生的全部医疗费用所承担的总赔偿责任不超过本保险合同规定的适用于“每次事故”的人身损害责任限额。当本保险合同下的多个医疗费用保险责任范围均适用时，保险人承担的责任不超过其中所适用的最高的责任限额。

附加定义：

本条款中使用的下述用词具有如下含义：

“**被保险处所**”是指被保险人拥有或承租的且在本保险合同下人身损害责任保障范围内的所有处所，包括与土地毗连的道路；

“**医疗费用**”是指就必要的医疗、手术、X射线和牙科服务所支出的费用，包括假体装置和必要的救护车、医院、专业护理和丧葬服务费用。

附加条件：

医疗报告、索赔申请及支付

被保险人在实际可行的情况下应尽快向保险人提供书面索赔申请，并应根据保险人的要求，促使受伤人员或其代理人授权保险人获取其医疗报告和医疗记录复印件。被保险人应促使受伤人员根据保险人的合理要求，前往保险人指定的医生处接受身体检查。保险人可以根据法

律规定或经被保险人要求直接向受伤人员支付赔偿款项或与提供医疗服务的个人或机构直接结算医疗费用，同时本保险合同下就该等人身损害应付的赔偿额应作相应扣减。本保险合同项下款项的支付均不构成任何人对责任的承认，亦不构成保险人对保险合同规定以外的责任的承认。

Premises Medical Payments Clause

The Insurer will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the Insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to the Insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by the Insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to the Insured;

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith, which is

(i) owned or operated by or rented or loaned to the Insured, or

(ii) operated by any person in the course of his employment by the Insured;

(3) arising out of the ownership, maintenance, operation, use loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to the Insured, or

(b) any other watercraft operated by any person in the course of his employment by the Insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the Insured;

(B) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the Insured by independent contractors other than

(a) maintenance and repair of the insured premises, or

- (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any of any person, if the Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusions (B) (3) applies when the Insured is such an owner or lessor;
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (C) to bodily injury
 - (1) to the Insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
 - (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
 - (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
 - (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
 - (5) to any person practising, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
 - (6) if the Insured is a club, to any member of the Insured;
- (D) to any medical expense for services by the Insured, any employee thereof or any person or organization under contract to the Insured to provide such services.

Limits of Liability:

The limit of liability for Premises Medical Payments Coverage is (RMB) each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the Insurer's liability for all medical expense for bodily injury to any one person as the result of any one accident but subject to the above provision respecting "each person", the total liability of the Insurer under Premises Medical Payment Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each accident". When more than one medical payments coverage afforded by the policy applies to the loss, the Insurer shall not be liable for more than the amount of the highest applicable limit of liability.

Additional Definitions:

When used herein:

"**insured premises**" means all premises owned by or rented to the Insured with respect to which the Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, x ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

Additional Condition:

Medical Reports, Proof and Payment of Claim

As soon as practicable the Insured shall give to the Insurer written proof of claim, and shall, after the request from the Insurer, procure that the injured person or someone on his behalf executes authorization to enable the Insurer to obtain medical reports and copies of records. The Insured shall procure that the injured person shall submit to physical examination by physicians selected by the Insurer as the Insurer may reasonably require. The Insurer may directly pay the injured person or any person or organization rendering the medical services in accordance with law or at the request of the insured and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Insurer.