

华泰财险附加外国实体损失条款（A款）

无论本保险合同是否有相反规定：

- a. 本公司将向**第一记名被保险人**赔偿承保损失，赔偿金额应当按照下述规定确定：
 - (1) 如果**所有者权益**在**外国实体保险事故**发生时属于**控制权权益**，则赔偿金额等于**外国实体损失**；或
 - (2) 受限于下文第b(1)项的规定，如果**所有者权益**在**外国实体保险事故**发生时不属于**控制权权益**，则赔偿金额等于**所有者权益**乘以**外国实体损失**。
- b. 如果在**外国实体保险事故**发生当日：
 - (1) **第一记名被保险人**并不拥有**所有者权益**，或其拥有的**所有者权益**不属于**控制权权益**，但在该等情形下，**第一记名被保险人**或其下属子公司：
 - (a) 负责向**外国实体**赔偿**外国实体损失**；或
 - (b) 基于**第一记名被保险人**或其下属子公司对**外国实体**所负的特定责任，负责为**外国实体**投保责任保险；或
 - (2) **第一记名被保险人**拥有不属于**控制权权益**的**所有者权益**，且**第一记名被保险人**或其下属子公司负责为**外国实体**投保责任保险，

(以下简称“义务”)
本公司将向**第一记名被保险人**赔偿承保损失，赔偿金额应等于**第一记名被保险人**有义务支付的那部分**外国实体损失**。
- c. 本公司将按照本保险合同的所有条款和条件（包括但不限于本保险合同的责任免除条款和其他限制条款）处理**外国实体损失**，如同**第一记名被保险人**遭受了**外国实体损失**一样。
- d. **外国实体**所知晓的对本保险有重大影响的信息，应视为**第一记名被保险人**亦知晓。
- e. 如果保险人要求，**第一记名被保险人**应当：
 - (1) 以其自己的名义聘请一名在**外国实体损失**发生地有资格并经本公司批准的损失理算专业人士（“损失理算人”）进行**外国实体损失**的理算，费用由本公司承担；
 - (2) 在适用法律允许的情况下，全权授权本公司与上述损失理算人协作；
 - (3) 授予本公司完全的权限查阅上述损失理算人出具的任何记录；以及
 - (4) 取得控制**外国实体损失**调查、理算、抗辩及和解的权利，包括查阅账簿、记录、账单发票、票据和其他信息。
- f. **第一记名被保险人**应尽力确保**外国实体**在其应遵守的法律和/或法规允许的前提下，进行、与他人共同进行或允许他人进行所有必要的或本公司合理要求的行动和事宜，

以行使任何权利和救济措施或者在**当地保单**的保险人之前优先从其他方获得补偿、赔偿或和解金额。

如果在本公司就**外国实体损失**向**第一记名被保险人**支付或已经支付了赔偿或和解款项后，**外国实体**自其他方收到相应赔偿的，**第一记名被保险人**应立即向本公司支付与本公司已支付赔偿或和解款项金额相等的款项。

适用于本批单的定义

(1) **第一记名被保险人**

是指**明细表**中列明的第一个**被保险人**。

(2) **外国实体**

是指**第一记名被保险人**对其具有经济上利益或有责任为其安排责任保险的实体（该等实体位于**保险人**依法不得向其提供保险保障的国家或地区），具有经济上利益是指**第一记名被保险人**能够从**外国实体**的持续运营中获得财务上的利益或会由于**外国实体**遭受损失或损害或承担责任而受损。

(3) **外国实体损失**

是指**外国实体**由于伤害、损害、损失或责任而发生的或依法应予支付的**赔偿金**、**抗辩费用**和开支，且该等伤害、损害、损失或责任在**第一记名被保险人**应对上述费用承担直接赔偿责任的前提下属于本保险责任范围。

(4) **承保损失**

是指由于**外国实体损失**而导致**第一记名被保险人**对**外国实体**具有的经济利益价值的减损。

(5) **外国实体保险事故**

是指可能导致**外国实体损失**的事件。

(6) **所有者权益**

是指**第一记名被保险人**直接或通过其子公司在**外国实体**中所享有的所有者权益比例。

(7) **控制权权益**

是指 (a) 大于50%的**所有者权益**；或 (b) 大于15%的**所有者权益**，且该等**所有者权益**所占**外国实体**的股权比例最高。

本附加条款与保险合同有任何冲突，以本附加条款为准；保险合同其他约定保持不变。

Foreign Entity Loss (version A)

Notwithstanding anything contained herein to the contrary:

- a. **the Insurer** will indemnify **the First Named Insured** for an **Insured Loss**, the value of which is conclusively agreed and shall be equal to:
 - (1) where at the time of **the Foreign Entity Occurrence** the **Ownership Interest** is a **Controlling Interest**, the **Foreign Entity Loss**; or
 - (2) subject to b(1) below, where at the time of the **Foreign Entity Occurrence** the **Ownership Interest** is not a **Controlling Interest**, the **Ownership Interest** multiplied by the **Foreign Entity Loss**.
- b. if, at the date of **the Foreign Entity Occurrence**:
 - (1) **the First Named Insured** does not have an **Ownership Interest** or has an **Ownership Interest** which is not a **Controlling Interest** but, in either case, **the First Named Insured** or an intervening subsidiary is responsible:
 - (a) for reimbursing **the Foreign Entity** for **the Foreign Entity Loss**; or
 - (b) for obtaining liability insurance for **the Foreign Entity** pursuant to some form of responsibility which **the First Named Insured** or an intervening subsidiary has in relation to **the Foreign Entity**; or
 - (2) **the First Named Insured** has an **Ownership Interest** which is not a **Controlling Interest** and **the First Named Insured** or an intervening subsidiary is responsible for obtaining liability insurance **for the Foreign Entity**,
(an "Obligation"),
the Insurer will indemnify **the First Named Insured** for **the Insured Loss**, the value of which is agreed and shall be deemed conclusively to be equal to **the Foreign Entity Loss** to the extent that **the First Named Insured** has an Obligation to pay.
- c. **the Insurer** will treat any **Foreign Entity Loss** in accordance with all of the terms and conditions of this **Policy**, including, but not limited to, exclusions and other limitations in this **Policy**, as if **the Foreign Entity Loss** occurred to **the First Named Insured**.
- d. Information material to this insurance which is known to **the Foreign Entity** shall be deemed to be known to the **First Named Insured**.
- e. **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 Foreign Entity Loss** occurred and approved by **the Insurer**, to adjust **the Foreign Entity 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 **Foreign Entity Loss**, including access to books, records, bills invoices, vouchers and other information.
- f. **The First Named Insured** shall make best endeavours to ensure that **the Foreign Entity** shall, to the extent permitted by the laws and/or regulations to which the Foreign Entity 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 Foreign Entity** in respect of which a payment or settlement is or has been made by **the Insurer** to the **First Named Insured** in relation to **the Foreign Entity Loss**, **the First Named Insured** shall immediately pay to **the Insurer** a sum equivalent to such payment or settlement.

Definitions applicable to this Special Condition

- (1) **First Named Insured** means
the Insured named first in the **Schedule**.
- (2) **Foreign Entity** means
an entity (located in a country or territory in which **the Insurer** is not lawfully permitted to insure that entity) in which **the First Named Insured** has an economic interest as a result either of benefiting financially from the continued operation of **the Foreign Entity** or of being prejudiced by loss or damage to or liability of a **Foreign Entity** or its business or for which **the First Named Insured** is responsible for arranging liability insurance.
- (3) **Foreign Entity Loss** means
the **Compensation, Defence Costs** and expenses that a **Foreign Entity** has incurred or become legally obligated to pay because of injury, damage, loss, or liability to which this insurance would apply if **the First Named Insured** were directly liable for such amounts.
- (4) **Insured Loss** means
the decrease in the value of the economic interest of **the First Named Insured** in the **Foreign Entity** as a result of **the Foreign Entity Loss**.
- (5) **Foreign Entity Occurrence** means
an event which may result in a **Foreign Entity Loss**.
- (6) **Ownership Interest** means
the percentage ownership interest that **the First Named Insured** has in **the Foreign Entity**, either directly or through intervening subsidiaries.

(7) **Controlling Interest** means

an **Ownership Interest** which is either (a) greater than 50 per cent.; or (b) greater than 15 per cent. provided that **Ownership Interest** is the largest shareholding in **the Foreign Entity**.

In all other respects, this Policy remains unaltered.