

## 华泰财险附加外国实体损失条款（CB-H 版）

无论保险合同是否有相反规定：

1、对于每一项承保损失，在其价值已向保险人申报且相应的保险费已支付的前提下，保险人将向第一记名被保险人赔偿承保损失，双方确定同意承保损失的价值等于以下损失：

a) 等于外国实体损失（如果发生外国实体损失时，所有者权益是控制性权益）；  
或

b) 受限于下文第 2 条的规定，如果发生外国实体损失时，所有者权益非控制性权益，则等于所有者权益百分比乘以外国实体损失。

2、如果在损失发生之日存在符合下述条件的情形（以下简称“义务”），且第一记名被保险人有支付赔偿的义务，保险人将向第一记名被保险人赔偿承保损失，双方同意承保损失的价值应视为最终等于外国实体损失：

a) 虽然第一记名被保险人无所有者权益，或有所有者权益但非控制性权益，但是：  
i) 第一记名被保险人或其相关的子公司有责任向该外国实体赔偿外国实体损失；  
或

ii) 根据第一记名被保险人或其相关的子公司对相关财产所负的某些责任，第一记名被保险人或其相关的子公司有责任为该财产购买财产保险；或

b) 虽然第一记名被保险人有所有者权益但非控制性权益，但是第一记名被保险人或其相关的子公司有责任为该外国实体购买财产保险。

3、保险人将把外国实体损失视为第一被保险人遭受的损失，按照本保险合同的所有条款和条件来处理外国实体损失，包括但不限于本保险合同中的除外责任和其他限制规定。

4、本扩展条款下，外国实体知晓的信息资料应视为第一被保险人亦知晓。

5、如果保险人提出要求，第一记名被保险人应当：

a) 以自己的名义聘请损失理算专业人员（“损失理算师”）对外国实体损失进行评估，费用由保险人承担，聘请的损失理算师应当是在外国实体损失发生的司法管辖区域内有资格进行损失理算且经保险人同意的损失理算师；

b) 在相关适用法律允许的情况下，全权授权保险人与前述损失理算师合作；

c) 授权保险人可以全面获取前述损失理算员做出的任何记录；及

d) 获得对外国实体损失进行调查、理算、抗辩及和解的控制权，包括获取账簿、记录、账单、发票、凭证和其他信息。

6、第一被保险人应当尽全力确保外国实体在其应遵守的法律和法规允许的范围内，为了行使权利和采取补救措施，或者为了先从承保当地保单的保险人以外的其他方获得补偿、赔偿或和解款项，而进行、与他人共同进行及允许进行必要的或者保险人合理要求的行动和事项。

如果在保险人向第一被保险人赔偿了外国实体损失后，该外国实体收到了任何相应的追偿款项，第一被保险人应当立即按照该等款项的金额向保险人进行支付。

本扩展条款中：

“控制性权益”是指符合下述条件之一的所有者权益：（i）股权比例超过 50%的所有者权益，或者（ii）股权比例超过 15%且是外国实体中持股最多的所有者权益。

“第一记名被保险人”是指保险单上列明的第一个被保险人。

“外国实体”是指下述实体（位于保险人依法不能向其提供保险的国家或地区）：即第一被保险人对其拥有经济利益的实体，可以因外国实体的持续运营而产生财务收益，也可以因外国实体或其业务受到损失、损害或产生责任而权益受损；或者是第一被保险人有责任为其安排保险财产的实体。

“外国实体损失”是指外国实体发生或支付的根据本保险合同的条款和条件（包括但不限于所有责任免除和限制规定）属于保险责任范围内的损失。

“承保损失”是指由于外国实体损失导致第一记名被保险人在外国实体的经济利益发生价值减损。

“所有者权益”是指第一记名被保险人直接或通过相关的子公司持有的外国实体所有者权益百分比。

### **Foreign Entity Loss Clause**

Notwithstanding anything contained herein to the contrary:

1. The Insurer will indemnify the First Named Insured for an Insured Loss the value of which is conclusively agreed and shall be equal to:
  - a) the Foreign Entity Loss (where at the time of the Foreign Entity Loss the Ownership Interest is a Controlling Interest); or
  - b) subject to 2 below, where at the time of the Foreign Entity Loss the Ownership Interest is not a Controlling Interest, the Ownership Interest multiplied by the Foreign Entity Loss

**provided that** the values have been declared to the Insurer and the appropriate premium paid.

2. If, at the date of the loss:
  - a) the First Named Insured does not have an Ownership Interest or has an Ownership Interest which is not a Controlling Interest but the First Named Insured or an intervening subsidiary is responsible:
    - i) for reimbursing the Foreign Entity for the Foreign Entity Loss; or
    - ii) for obtaining property 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 property; or
  - b) 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 property 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.

3. 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.
4. Information material to this insurance known to the Foreign Entity shall be deemed to be known to the First Named Insured.
5. The First Named Insured shall, when directed by the Insurer:
  - a) retain in its own name, but at the Insurer's expense, a loss adjusting expert ("loss adjuster"), authorised in the jurisdiction in which the Foreign Entity Loss occurred and approved by the Insurer, to adjust the Foreign Entity Loss;
  - b) where permitted by applicable law, grant the Insurer the full right to collaborate with such loss adjuster;
  - c) grant the Insurer full access to any records produced by such loss adjuster;
  - d) 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.

and

6. The First Named Insured shall make best endeavors 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.

For the purposes of this extension:-

“Controlling Interest” means an Ownership Interest which is either (i) greater than 50 per cent.; or (ii) greater than 15 per cent. provided it is the largest shareholding in a Foreign Entity.

“First Named Insured” shall mean the Insured named first in the Schedule.

“Foreign Entity” shall mean 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 property insurance.

“Foreign Entity Loss” shall mean any loss incurred or paid by the Foreign Entity, which would be considered a covered loss under the terms and conditions of this Policy, including but not limited to all exclusions and limitations.

“Insured Loss” shall mean 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.

“Ownership Interest” shall mean the percentage ownership interest that the First Named Insured has in the Foreign Entity, either directly or through intervening subsidiaries.