

华泰财险附加子公司定义条款（CB 版）

本保险合同双方当事人同意在本保险合同中加入本附加条款，并就下列事项达成一致（本附加条款之外的事项均以本保险合同的其他条款、条件、除外责任和赔偿限额为准）：

本保险合同适用以下定义：

子公司是指在保险期间生效之时：

- (a) 任何被保险机构：
 - (i) 能够控制其董事会构成；及/或
 - (ii) 能够控制其任何股东大会的投票权；及/或
 - (iii) 持有其超过 50% 的已发行有表决权的股本；的任何公司（不包括基金）；及/或
- (b) 被保险机构行使有效管理控制的任何合资公司或实体。

子公司也指：明细表所列机构。

如果任何子公司在保险期间生效之前或之后被出售、转让、处理、解散，本保险合同对该子公司被出售、转让、处理或解散之后的不当行为或其他行为不予承保。

受“选择承保新子公司的先前行为”条款限制，本保险合同对该子公司被收购、创立或合并之前发生的任何不当行为或其他行为不予承保。

本保险合同其他条款维持不变。

G19 SUBSIDIARY – AMENDED

By way of endorsement to the **Policy**, and solely for the purpose of this endorsement, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Definition 3.60 of this **Policy**, **Subsidiary**, is amended as follows:

Subsidiary means at the commencement of the **Policy Period**:

- (a) any company in relation to which any **Insured Organisation**:
 - (i) controls the composition of the Board of Directors; and/or
 - (ii) controls the voting power at any general meeting; and/or
 - (iii) holds greater than 50% of the issued voting share capital; and/or
- (b) any joint venture or entity over which the **Insured Organisation** exercises effective management control.

Subsidiary shall also means: []

In the event of sale, transfer, disposal or dissolution of any **Subsidiary**, before or after the commencement of the **Policy Period**, this **Policy** does not provide cover in respect of any **Wrongful Act** or conduct occurring after the sale, transfer, disposal or dissolution of such **Subsidiary**.

Subject to Extension [错误!未找到引用源。](#) 2.1(c), this **Policy** does not provide cover in respect of any **Wrongful Act** or conduct occurring prior to the acquisition, creation or incorporation of such **Subsidiary**.

In all other respects this **Policy** remains unaltered.