

华泰财险附加宽泛列名被保险人条款

双方同意：

1. 保险合同中“列名被保险人”是指明细表所列“第一列名被保险人”以及以下各方：
 - A. 第一列名被保险人现有的或此后在保险期间内成立的任何层级的子公司；
 - B. 第一列名被保险人在保险期间内对其拥有所有者权益或行使财务控制权的任何其他法律实体或组织；和
 - C. 第一列名被保险人在保险期间内对其行使管理控制权的任何其他法律实体或组织，该类控制包括有责任为其安排如诸本保险合同项下保障的保险，或者第一被保险人虽无管理控制权但在保险期间内有责任为其安排诸如本保险合同项下保障的保险的任何其他法律实体或组织。

无论本保险合同是否有相反规定，前述A.、B.和C.项规定的各方包括但不限于合资企业、合伙企业和有限责任公司。

2. 将符合以下条件的各方增加为下述规定中的“谁是被保险人”的“被保险人”：
 - A. 现有或此后在保险期间内成立的下述机构，列名被保险人拥有该机构不低于50%的所有者权益和管理控制权或者列名被保险人在保险期间内有责任为该机构安排诸如本保险合同项下保障的保险：
 - (1) 列名被保险人的子公司、联营公司或关联公司；和
 - (2) 机构、合资企业和合伙企业。
 - B. 列名被保险人赞助的员工组织，但工会除外；
 - C. 处于为列名被保险人出公差期间的该列名被保险人的员工或高级管理人员，或者应列名被保险人的要求或作为列名被保险人的代表参加或参与团体、运动或体育活动、社交活动或其他活动的该列名被保险人的员工或高级管理人员；
 - D. 在本保险合同相关保险责任要求适用的损失或其他事件或事故日期之前列名被保险人与之签署书面合同的人士、机构、受托人或遗产（如适用），并且列名被保险人有义务在保险期间内为其安排诸如本保险合同项下保障的保险；和
 - E. 在对列名被保险人的职责范围内工作的志愿者，或者根据与列名被保险人的约定工作的志愿者，包括但不限于参加列名被保险人赞助或鼓励的社区或慈善工作。

3. 为前述第1. B. 项和第2. A. 项之目的，本保险合同为该等实体和机构提供的保障仅限于第一列名被保险人（适用上文第1. B. 项）或列名被保险人（适用上文第2. A. 项）在该等实体或机构中所拥有的所有者权益或财务控制权范围内，除非根据法律要求或者根据本保险合同相关保险责任规定的损失或其他事件或事故日期前签署的合同要求，第一列名被保险人或列名被保险人应当承担更大的责任（“所有者权益或控制权范围”）。

“所有者权益或控制权范围”等于：

- (1) 在本保险合同相关保险责任规定的损失或者其他事件或事故发生之时，第一列名被保险人或列名被保险人（直接或通过中间相隔的子公司）对该组织或实体拥有的所有者权益或财务控制权比例，乘以
- (2) 保险责任范围内的索赔金额，但是
- (3) 不超过适用的赔偿限额和分项赔偿限额。

4. 尽管有前述规定，如果贸易制裁、经济制裁或其他法律法规禁止保险人向任何人士或实体提供保险保障（包括但不限于向该等人士或实体或代表其支付任何赔偿），则该等人士或实体将不得作为被保险人。
5. 无论本保险合同是否有相反规定，如果本保险合同承保的任何实体或组织仅仅由于第一列名被保险人、列名被保险人或被保险人的所有者权益或财务控制权而拥有其他可获赔偿的有效保险，则本保险将作为该其他保险的超额保险，无论该其他保险是“第二顺序”、“基层”、超额或其他类型的保险。本条款不适用于底层保险，保险合同“其他保险”规定中与其相关的规定将适用。
6. 为本条款之目的：
 - A. “管理控制权”是指：
 - (1) 制定机构的政策或对机构的政策进行指导的权力；
 - (2) 雇佣和解除机构员工的权力；
 - (3) 缔结对机构具有约束力的合同并代表机构购买或出售资产的权力；或
 - (4) 将前述权力授权给其他人的权力。
 - B. “底层保险”是指特定国家获批准的保险公司根据保险人或保险人关联保险公司的要求在该国家签发的保单，该保单构成全球责任保险计划的一部分，且本保险合同为该全球责任保险计划提供条件差异和/或限额差异保险。

本保险合同其他条款和条件保持不变。

G65 BROAD NAMED INSURED

This endorsement modifies insurance provided under the following:

_____ POLICY

It is agreed that:

1. Throughout this policy, the words “you”, “your”, and “Named Insured” refer to _____ (“first Named Insured”) and:
 - A. any subsidiary of the first Named Insured, of any tier, now or hereafter constituted during the policy period;
 - B. any other legal entity or organization in which the first Named Insured has an ownership interest or over which the first Named Insured exercises financial control during the policy period; and
 - C. any other legal entity or organization over which the first Named Insured exercises management control during the policy period and such control includes the responsibility to place insurance such as the insurance provided by this policy, or for which the first Named Insured otherwise has the responsibility during the policy period to place insurance such as the insurance provided by this policy.

Notwithstanding any provision to the contrary in this policy, A., B. and C. above include, without limitation, joint ventures, partnerships, and limited

liability companies.

2. The following are added as "insureds" under paragraph 2. of SECTION II - WHO IS AN INSURED in the COMMERCIAL GENERAL LIABILITY COVERAGE FORM CLAIMS-MADE COVERAGE; SECTION II - WHO IS AN INSURED of the CONTINGENT AUTO LIABILITY COVERAGE FORM; and Who Is Insured in the CONTINGENT EMPLOYERS LIABILITY COVERAGE of the EMPLOYERS RESPONSIBILITY COVERAGES form:

A. any:

(1) subsidiary, associated or affiliated companies of any Named Insured; and

(2) organizations, joint ventures and partnerships;

now or hereafter constituted during the policy period, in which any Named Insured has 50% or more ownership interest and management control, or for which any Named Insured has the responsibility during the policy period to place insurance such as the insurance provided by this policy;

B. employee organizations sponsored by a Named Insured, except labor unions;

C. employee or executive officer of any Named Insured while traveling on business for such Named Insured or while engaged or participating in organizations, athletic or sporting events, social events, or any other event in which such employee or officer participates at the request of, or acts as a representative of, such Named Insured;

D. person, organization, trustee or estate with whom you have a written contract entered into before the applicable date of the loss or other event or incident required by the applicable insuring agreement of this policy, obligating you to provide insurance, such as the insurance provided by this policy, for such person, organization, trustee or estate during the policy period; and

E. volunteer, while operating within the scope of his or her duties for you or within the scope of his or her agreement with you, including, but not limited to, while engaged in community or charitable work sponsored or encouraged by you.

3. For purposes of paragraphs 1.B. and 2.A. above, the insurance provided to such entities and organizations under this policy will apply only to the extent of the first Named Insured' s (for paragraph 1.B. above) or Named Insured' s (for paragraph 2.A. above) ownership interest in or financial control of such entity or organization, unless greater responsibility is imposed upon the first Named Insured or Named Insured by law or contract entered into before the date of the loss or other event or incident required by the applicable insuring agreement of this policy ("extent of ownership interest or control").

"The extent of ownership interest or control" will equal:

(1) the percentage of the first Named Insured or Named Insured' s ownership interest in or financial control of such organization or entity (directly or

through intervening subsidiaries) at the time of the loss or other event or incident required by the applicable insuring agreement of this policy, multiplied by

(2) the amount of the covered claim, **subject to**

(3) the applicable Limits of Insurance and any sublimits of insurance.

4. Notwithstanding the foregoing, no person or entity shall be a Named Insured or insured if trade or economic sanctions or other laws or regulations prohibit the Insurer from providing insurance, including, but not limited to, the payment of claims, for, on behalf of, or to such person or entity.

5. Notwithstanding any provision to the contrary in this policy, if other valid and collectible insurance is available to any entity or organization covered by this policy solely because of the ownership or financial control by the First Named Insured, Named Insured or insured, this insurance shall be excess with regard to such other insurance whether "contingent", "primary", excess or any other basis. This provision does not apply to any underlayer policy, to which the terms of the Other Insurance condition applicable to the coverage form or part will apply.

6. For purposes of this endorsement:

A. "Management control" means:

(1) The power to formulate or direct the policy of the organization;

(2) The authority to hire and fire employees of the organization;

(3) The authority to enter into contracts binding on the organization and to purchase or sell assets on behalf of the organization; or

(4) The authority to delegate any of the foregoing to others.

B. "Underlayer policy" means a policy or policies issued in a particular country by an admitted insurer in that country at the Insurer's request or the request of the Insurer's affiliated insurance company, and which policy or policies are part of a worldwide liability insurance program for which this policy provides coverage on a difference in conditions and/or difference in limits basis.

All other terms and conditions remain unchanged.