华泰财险附加承包商职业责任除外条款

兹经双方同意,保险合同第一部分承保范围,第一条"人身损害"及"财产损失"责任,二、除外责任项下和第二条"个人权利侵害和广告侵害责任",二、除外责任项下增加下列除外条款:

- 1.本保险合同对于被保险人或其代表提供或无法提供专业服务而引起的第三方"人身损害"和"财产损失","个人权利侵害"或"广告侵害责任"不负赔偿责任,但仅限于下列经营活动(之一或两者):
- a.以工程师、建筑师或检验师身份提供工程、建筑或检验服务;以及
- b.提供或雇用独立专业人员提供与您建筑工程相关的建筑、工程或检验服务。
- 2.受以下第三段限制,专业服务包括以下服务:
- a.提供、审核或无法提供、审核地图、商铺图纸、专业意见、报告、检验、现场指令、变更指令或图纸规格服务:以及
- b.与建筑或工程活动有关的监督或检查行为。
- 3.专业服务不包括被保险人以工程承包商身份进行的与被保险人运营相关而实施的施工方式、 施工方法、施工技术,施工顺序和施工流程服务。

本保险合同其他条款条件不变。

X56 Contractors Professional Liability Exclusion

It is agreed that the following exclusion is added to SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

- 1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
- a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
- b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
- 2. Subject to Paragraph 3. below, professional services include:
- a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- 3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

All other terms and conditions of this policy remain unchanged.