

华泰财险附加指定机构非列名被保险人条款

尽管保险合同或其他保险合同所附的批单存在相反规定，双方同意下列内容：

1. 明细表所列“指定机构”不构成列名被保险人或有权在保险合同及所附批单（统称为“保险合同”）的任何承保条件、承保范围下获得赔偿的机构。

为本附加条款之目的，“指定机构”指“指定机构”以及：

- A. 任何直接或间接的子公司
- B. 下列任何机构：
 - (1) 指定机构拥有 50%以上的权益；
 - (2) 由指定机构所控制； 或
 - (3) 指定机构有责任为其投保。

为本条款之目的，“控制”指指定机构拥有该机构的多数股权或对该机构进行管理控制。

2. 下列人员不构成列名被保险人、被保险人且无权就任何实际的、被指控的基于、归因于或因其下列身份而产生的责任而在保险合同下获得赔偿：

指定机构的任何过去、现在或将来的高级管理人员、董事、执行官、雇员、志愿者、志愿员工或持股人（相关定义或名单见保险合同的规定）。

3. 对于任何实际的、被指控的由于、归因于、基于指定机构的运营，或其制造、销售、处理、分销或者处置的产品或服务而导致的损害、损失、成本、费用、索赔、“诉讼”、责任（包括但不限于被保险人应承担的合同责任，无论相关的合同或协议是否属于“承保合同”）或义务，保险合同不进行承保。

4. 保险合同的其他条款和条件保持不变。

DESIGNATED ENTITY NOT INSURED

Notwithstanding any provision to the contrary in this policy, including any other endorsement to this policy:

1. Motors Liquidation Company is not a named insured or insured or entitled to receive proceeds or benefits under any coverage, coverage part, or coverage form of this policy or any endorsement to this policy (collectively, this “Policy”).

For purposes of this endorsement, “Motors Liquidation Company” means Motors Liquidation Company and:

- A. Any direct or indirect subsidiary of Motors Liquidation Company;**
- B. Any entity:**
 - (1) in which Motors Liquidation Company owns an interest of more than 50%;**
 - (2) which Motors Liquidation Company controls; or**
 - (3) for which Motors Liquidation Company has the responsibility of placing or providing insurance.**

For purposes of this provision, “control” means that Motors Liquidation Company owns a majority

ownership in, or has management control over, the entity.

2. No past, present or future officer, director, “executive officer”, “employee”, employee, volunteer,

“volunteer worker”, or stockholder of Motors Liquidation Company, however those terms are defined or designated in this Policy, is a named insured or insured or entitled to received proceeds or benefits under this Policy for actual or alleged liability based upon, attributable to, arising out of, or resulting from his or her status as such officer, director, “executive officer”, “employee”, employee, volunteer, “volunteer worker”, or stockholder.

3. SECTION I – COVERAGES of the COMMERCIAL GENERAL LIABILITY COVERAGES

FORM is amended by adding the following provision:

There is no coverage under this Coverage Form, including any endorsement hereto, for any injury,

damage, loss, cost, expense, claim, “suit”, liability (including, but not limited to, liability which the

insured has assumed in a contract or agreement, regardless of whether such contract or agreement is an “insured contract”) or obligation actually or allegedly caused by, resulting from, based upon,

arising out of, or attributable to operations of, or goods or products manufactured, sold, handled,

distributed or disposed of by, Motors Liquidation Company.

4. All other terms and conditions remain unchanged.