

## 华泰财险附加损失定义条款（纯经济损失除外）（CB 版）

兹经双方了解并同意，本保险合同中“损失”的定义如下：

第四十七条 **损失**指因本保险合同承保的**赔偿请求**所造成的：

1. 经裁决或判决**被保险人**依法应付的赔偿金额及应承担的法律费用；
2. 经**保险人**事先书面同意的和解金额；或
3. **抗辩费用**。

**损失**不包括：

1. 任何税款；
2. 任何性质的罚金或罚款（无论是民事、刑事或行政的罚金或罚款）；
3. 非补偿性赔偿金，包括惩罚性损害赔偿；
4. **被保险人**因须遵守司法命令、特许令或约定而实施禁止令或提供非金钱性补偿所产生的费用；
5. **被保险人**减少收取或返还已收取的任何专业服务费用。
6. 纯经济损失，即非源于意外事故所导致的损失。

本附加条款与主条款内容相悖之处，以本附加条款为准；未尽之处，以本保险合同主条款为准。

### Amendment to Definition of Loss (exclude Pure Economic Loss)

It is understood and agreed that Article 47 "Loss" of this policy is defined as the following:

Article 47 **Loss** means:

1. damages or legal expenses payable by the **Insured** pursuant to an award or judgment entered against the **Insured**;
2. settlements with the prior consent of the **Insurer**; or
3. **Defence Costs**

in respect of a **Claim** which is covered under this policy.

**Loss** does not include:

1. any taxes;
2. fines or penalties (whether civil, administrative or criminal);
3. non-compensatory damages including punitive, aggravated or exemplary damages;
4. any costs incurred by the **Insured** in complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; or

5. any amount which constitutes reduction or return of fees or expenses, in whole or in part, paid to or charged by an **Insured**.
6. Pure economic loss, which means losses not resulted from accidents.

If there is any discrepancy between this clause and the main policy, this clause shall prevail.  
This clause is subject otherwise to the terms, conditions and exclusions of this Policy.