华泰财险附加放弃代位求偿权条款（CB 版 A 款）

本附加条款下"代位求偿权条款"适用下述约定：

A. **保险人**根据本**保险合同**进行赔偿后，在赔偿金额范围内取得代位追偿的权利。

B. **被保险人**应当自负费用为使该等权利的有效及行使向**保险人**提供一切合理协助与配合。因**被保险人**故意或重大过失致使**保险人**无法行使代位求偿权的，**保险人**可以扣减或者要求返还相应的赔偿金额。

C. **被保险人**未经**保险人**事先书面同意不得放弃任何要求赔偿或补偿的权利或对要求赔偿或补偿的索赔进行和解。**被保险人**已经从有关责任方就本**保险合同**项下所承保的损失取得赔偿的，**保险人**支付赔偿时，可以相应扣减**被保险人**已从有关责任方取得的赔偿金额。发生保险事故后，在**保险人**未支付保险赔偿之前，**被保险人**放弃对有关责任方请求赔偿的权利的，**保险人**对该保险事故不承担赔偿损失的责任。**保险人**根据本**保险合同**支付保险赔偿后，**被保险人**未经**保险人**事先同意放弃对有关责任方请求赔偿的权利的，该行为无效。

但是，在适用本保险的**损害赔偿**和**费用**发生前已经履行的合同或协议中，若**被保险人**已经明确放弃向指定**第三方**追偿的权利，则**保险人**放弃向该等个人或组织追偿该等**损害赔偿**和**费用**的权利。指定第三方以明细表约定为准。

主保险合同和本附加条款约定不一致，以本附加条款为准；其他约定，仍适用主保险合同。

Waiver of Subrogation Endorsement （Version A）

It is agreed that paragraph 5.12 Subrogation as following:

A. If any payment is made by **us** under this **Policy**, **we** will be subrogated to all of **your** rights of indemnity, contribution or recovery in relation to that payment.

B. **You** must, at **your** own expense, provide **us** with all reasonable assistance and cooperation in securing and enforcing such rights. If **we** are not able to exercise **our** rights of recovery as a result of **your** intentional act or gross negligence, **we** may reduce the payment to be made under this **Policy**, or request a refund of any such payment made.

C. **You** must not surrender any right, or settle any **Claim** for indemnity, contribution or recovery, without **our** prior written consent. If **you** have been compensated for a loss under this **Policy** by any third party liable, **we** may deduct the corresponding amount from the payment. Where **you** waive such rights after an insured event occurs, **we** shall not be liable to make any payment in connection with such insured event. Any such waiver made without **our** prior consent after **we** make such payment under this **Policy** is void.

However , **we** will waive the right of recovery against <Field1> for **Damages** and **Expenses** to which this insurance applies if the **Insured** has expressly waived their rights of recovery against such person or organisation in a contract or agreement that is executed before such Loss.

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