

## 华泰财险附加故意不诚实行为除外条款（CB 版）

本保险合同双方当事人同意加入本附加条款，并就下列事项达成一致（本附加条款之外的事项均以本保险合同的其他条款、条件、除外责任和赔偿限额为准）：

保险人对以下行为或原因造成的损失均不承担任何赔偿责任：

基于、起因于或归因于：

- (i) 被保险人的任何不诚实、欺诈的行为或疏忽或故意违法行为；或
- (ii) 被保险人获得其法律上无权获得的任何个人利益或好处；

但是，

- (a) 本除外条款仅在最终判决或裁决认定，或被保险人书面承认发生上相关行为时才适用；并且
- (b) 就本除外条款而言，一名被保险人的不当行为不应被归咎于任何其他被保险人；
- (c) 该除外条款不适用于与 2.13 保障有关的抗辩费用或法律代理费用。

本保险合同其他条款维持不变。

### Dishonesty Exclusion

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Exclusion 4.1 of the policy is deleted and replaced by the following:

4.1 based on, arising from or attributable to:

- (i) any dishonest or fraudulent act or omission of an **Insured** or an intentional breach of the law; or
- (ii) any personal profit or advantage gained by an **Insured** to which such **Insured** was not legally entitled;

provided that:

- (a) this Exclusion shall only apply if it is established through a final adjudication or any written admission by such **Insured** that the relevant conduct occurred; and
- (b) for the purposes of this Exclusion the **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured**; and
- (c) this Exclusion shall not apply to **Defence Costs** or **Legal Representation Expenses** relating to the cover provided under Extension 2.13;

In all other respects this policy remains unaltered.