

华泰财险附加疏于监管的专业责任赔偿请求不除外条款（CB版）

本保险合同双方当事人同意在本保险合同中加入本附加险条款，并就下列事项达成一致（本附加险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）：

职业责任除外条款

对于在向第三方提供**投资服务**的过程中任何实际的或被指控的作为、错误或不作为，包括任何被指控违反**被保险人**向该第三方提供**投资服务**及/或建议的合同约定，所造成的任何**损失**，**保险人**均不承担任何赔偿责任。

但是，此除外条款并不适用于仅因为疏于监管**被保险机构**的**雇员**的任何指控所造成的**损失**。

本除外责任条款仅适用于**保险合同**项下“董事、监事及高管责任”、“公司补偿责任”、“法律代理费用”及其他适用的扩展条款。

本**保险合同**其他条款维持不变。

Professional Indemnity Exclusion - with carved back for failure to supervise

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

This Exclusion “Professional Indemnity Exclusion” in section 4.6 of Exclusions is deleted and replaced with the following”-

EXCLUSIONS APPLICABLE TO INSURING CLAUSES 错误!未找到引用源。 **(DIRECTORS & OFFICERS)**
AND 错误!未找到引用源。 **(COMPANY REIMBURSEMENT)**

4.6 Professional Indemnity Exclusion

The **Insurer** will not pay under Insuring Clauses 错误!未找到引用源。 or 错误!未找到引用源。 , Extension 错误!未找到引用源。 , “Legal Representation Expenses”, or any applicable Extension, for any **Loss** from any actual or alleged act, error or omission in the provision of **Investment Services** to a third party, including any alleged breach of any contract for the provision of **Investment Services** and/or advice to such third party by the **Insured**.

This exclusion does not apply to an alleged failure of an Insured Person to supervise and Employee of the Insured Organisation.

In all other respects this Policy remains unaltered.