

### 华泰财险附加精神损害除外条款

兹经双方同意，基于本保险合同所有的承保条件，包括但不限于任何适用的责任限额。本附加条款项下精神损害除外责任适用下述条款：

被保险人不承担任何精神损害，除非该精神损害以仲裁或中国任何具有司法权的法院或法定机构的判定为前提。

本条款所称**精神损害**是指关于或由精神痛苦引起的任何损失、费用及责任。

本条款未约定事宜适用保险合同的其他约定。

### Amendment Of Mental Damages Exclusion

It is hereby declared and agreed that

- a. Item (11) of Article 6 under “Exclusions” is deleted in its entirety.
- b. Subject to the Insuring Agreement and all other terms and conditions of this policy, including but not limited to any applicable limit of insurance:

The insurer shall not be liable for any **Mental Damages** except where awarded by :

- (1) arbitration; or
- (2) any court or legally constituted body in China which has judicial power.

The insurer’s aggregate liability for any cover provided under this Endorsement is sub-limited to  
«amounts»

- c. For the purposes of this Endorsement, **Mental Damages** refers to any losses, expenses and the liabilities caused by or in respect of mental anguish, distress or suffering.

All other terms and conditions remain unchanged.