

## 华泰财险附加索赔提出及报告制修改条款（CB版）

在承保范围下，适用下述条款。

承保范围- 人身伤害与财产损失， 产品完工危险责任， 索赔发生制

### A. 被保险人因本保险承保的意外事故导致

- 发生在承保明细表所记载的承保地域内；并且
- 与承保明细表所记载的您的营业有关的

人身伤害或财产损失，依据

1. 法律规定；或
2. 承保明细表所记载的承保的合同；

应负赔偿责任时，我们将根据本保险合同的条款和条件，负责对该赔偿责任的给付。

本项承保范围仅适用于包括在产品-完工危险承保范围内的人身伤害与财产损失。

### B. 本承保范围仅适用于

1. 该人身伤害或财产损失发生在承保明细表所列明的追溯日之后并且在保险期间终止前；而且
2. 被保险人第一次收到个人或机构有关人身伤害或财产损失的损害赔偿请求，是在
  - a. 保险期间内；或
  - b. 任何我们提供的延长的报告期限，如在本保险合同中延展的报告期限中描述的；和
  - c. 依据“情况的通知”条款规定。

### C. 本承保范围不适用于任何

1. 已经在任何时间依据在本承保范围生效之前的任何保险向我们或其他的保险人作全部或部分通知的；或
2. 在保险期间开始前视为已知的，且可以合理预期将导致本保险的任何给付的

任何伤害，损失，意外事故，索赔或其他情况所导致的损害赔偿、损失、支出或费用。

### D. 为本承保范围之目的：

1. 发生下列情形时（以先发生者为准），个人或机构应视为已经提出**人身伤害**或**财产损失**的赔偿请求：
  - a.
    - i. 任何**被保险人**；或
    - ii. 我们收到并记录该索赔通知
  - b. 我们自行决定予以赔付。
2. 只有我们在前述 B.2 所描述的期间终止后不超过 30 日的期间内收到并记录书面通知的索赔，该索赔即视为已经在 B.2 所描述的期间内向我们提出的通知。
3. 所有关于：
  - a. 同一个人遭受的**人身伤害**，包括个人或机构针对伤者因为该**人身伤害**导致在任何时候需要照料、无法工作或死亡的损失，而提出的损害赔偿请求；或
  - b. 同一个人或机构遭受的**财产损失**的损害赔偿请求，其第一次向任何**被保险人**提出索赔的时间，应视为全部损害赔偿的索赔提出时间。

我们可以在任何时候自行决定给付责任限额剩余部分。

除了本保险合同中的“调查、辩护及赔付”条款的规定以外，我们在本承保范围项下无其他给付金额或采取行动或提供服务的义务或责任。

我们根据本承保范围给付的最高限额规定于本保险合同的“责任限额”条款。

我们的给付义务在可用的责任限额用尽时终止。

Under Coverages, the Provision titled Coverage B – Bodily Injury And Property Damage, Products-Completed Operations Hazard Liability, Claims-Made And Reported is deleted and replaced with the following.

Coverage B – Bodily Injury And Property Damage, Products-Completed Operations Hazard Liability, Claims-Made

A. Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

1. imposed by law; or
2. assumed under an **insured contract** (that is described in the Schedule);

for **bodily injury** or **property damage** that happens:

- within the Territorial Limits; and
  - in connection with your Business;
- as described in the Schedule, caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** and **property damage** included in the **products-completed operations hazard**.

B. This coverage applies only if:

1. such **bodily injury** or **property damage** did not happen before the Retroactive Date shown in the Schedule or after the end of the Policy Period; and
2. a claim by a person or organisation for damages for the **bodily injury** or **property damage** is first made against any **insured** in writing during:
  - a. the Policy Period; or
  - b. any Extended Reporting Period we provide, as described in the Extended Reporting Period section of this insurance contract; and
  - c. in accordance with the provisions of the condition titled Notice Of Circumstances.

C. This coverage does not apply to any damages, loss, cost or expense arising out of any injury, damage, **occurrence**, claim or other facts:

1. reported, in whole or in part at any time, to us or to any other insurer under any insurance that is an antecedent to this coverage; or
2. **deemed known**, before the beginning of the Policy Period, that could reasonably be expected to result in any payment under this insurance.

D. For the purposes of this coverage:

1. a claim by a person or organisation for damages for the **bodily injury** or **property damage** will be deemed to have been made, when:
  - a. notice of such claim is received and recorded by:
    - i. any **insured**; or
    - ii. us; or

b. we, at our discretion, make a settlement;

whichever comes first.

2. such a claim will be deemed to have been reported to us during the applicable period described in subparagraph B.2. above, only if written notice of the claim is actually received and recorded by us not more than 30 days after the end of such period.
3. all claims made for damages for the:
  - a. **bodily injury** to the same person, including damages claimed by a person or organisation for care, loss of services or death resulting at any time from such **bodily injury**; or
  - b. **property damage** causing loss to the same person or organisation;

will be deemed to have been made at the time the first of such claims is made against any **insured**.

We may at any time, at our discretion, pay the applicable Limit Of Insurance that remains available.

Other than as provided under the Investigation, Defence And Settlements section of this insurance, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance.

Our obligations hereunder end when the applicable Limits Of Insurance have been used up.