

华泰财险附加自保自留额批单

兹经双方同意，对于被保险人的诉讼抗辩和“抗辩费用”，保险人仅就超过承保明细表所列适用的自保自留额的部分承担赔偿责任。无论由于任何被保险人的财务责任或支付能力不足而引起任何损失或“抗辩费用”，被保险人均应自行承担所有少于和等于自保自留额部分的此类损失和“抗辩费用”。在被保险人用尽全部适用的自保自留额之前，就下列损失，保险人将不代表任何被保险人进行支付，或就此抗辩任何被保险人，或招致任何“抗辩费用”：

在不存在本批单的情况下，保险合同会承保的“人身损害”或“财产损失”，对由此所引起的任何损失支付其和解或判决费用，和/或因抗辩损失索赔的诉讼而引起的“抗辩费用”支付。

在被保险人用尽自保自留额前，保险人有权，但无义务参与抗辩此类损失索赔的诉讼。

无论存在多少被保险人、索赔及诉讼，明细表所列的自保自留额及本批单条款设定了被保险人应自行承担的风险金额。

本批单的责任限额列于承保明细表。

前述限额不独立于本保险合同项下的任何其他累计限额之外。保险人基于本批单条款所做的任何给付将相应减少对于其他给付的可用总责任限额。保险人在保险合同项下给付的最高金额限于保险合同载明的赔偿限额。

保险合同的其他条款和条件保持不变。

Self-Insured Retention Endorsement

It is agreed that the Insurer's liability to indemnify the Insured under this Policy, to defend suits and to pay "defense costs" are in excess of the applicable Self-Insured Retention shown in the Schedule above. The Insured are required to bear at its own risk all damages and "defense costs" up to and including the amount of the Self-Insured retention, regardless of its, or any other Insured's, financial ability or inability to pay. In no event are the insurer required to pay damages on behalf of any Insured, to defend any Insured or to incur any "defense costs" until the Insured has exhausted the applicable Self-Insured Retention in the payment of settlements or judgments for damages because of "bodily injury" and "property damage" to which this insurance would, in the absence of this Endorsement, otherwise apply, and/or in the payment of "defense costs" incurred in defending suits seeking those damages. Prior the exhaustion of the Self-Insured Retention, the Insurer may associate in the defense of any suit seeking those damages, but Insurer will have no obligation to do so.

The Self-Insured Retention(s) shown in the Schedule above and the rules below fix the amount of risk Insured(s) must retain regardless of the number of: Insureds; claims made or suits brought.

The Limit is _____ any one accident.

The aforementioned limit is not in addition to any other aggregate limits available under this Policy. Any sums the Insurer pays hereunder will reduce the amount of the applicable aggregate limits available for any other payments. The most will be paid by the Insurer under this Policy is fixed as set forth in the Limit of Indemnity in the Policy Schedule. All other terms and condition of the Policy remain unchanged.