

苏黎世财产保险(中国)有限公司附加雇佣行为责任 (EPL)除外保险条款

兹经双方同意并约定,对于因下列雇佣相关行为直接或间接导致的或与之相关的各类损失或责任,保险人不承担赔偿责任:

A) 因下列原因应对某人士承担的上述责任

a) 拒绝雇佣该人士; b) 该人士雇佣终止; c) 雇佣相关行为、政策、作为或不作为,例如对该人士实施强迫、降职、评估、改派、纪律处分、诽谤、骚扰、羞辱或歧视; 或

B) 对某人士实施上述(a)、(b)或(c)雇佣相关行为致其遭受人身伤害时,应对该人士的配偶、子女、父母、兄弟姐妹承担的上述责任。

本除外条款适用于:

a) 在该人士被雇佣之前、雇佣期间、雇佣结束后发生的上述(a)、(b)或(c)所述伤害事件;

b) 被保险人作为雇主或其他身份可能承担责任的情况;

c) 与须支付伤害赔偿金的其他人士分摊或偿还其损害赔偿金的义务。

本附加险条款与主险条款内容相悖之处,以本附加险条款为准;未尽之处,以主险条款为准。

Employment Practice Liability (EPL) Exclusion

This insurance cover does not apply to any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from Employment-related Practices (EPL) to:

A) A person arising out of any:

a) refusal to employ that person;

b) termination of that person's employment; or

c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;
or

B) The spouse, child, parent, brother or sister of that person as a consequence of Bodily Injury and/or Personal Injury to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

a) whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

b) whether the Insured may be liable as an employer or in any other capacity; and

c) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

All the terms and conditions of this Policy remain unchanged except as specifically varied or provided by this Clause.