

苏黎世财产保险（中国）有限公司公众和产品责任保险(以索赔提出为基础)附加赔偿委托人条款

凡被保险人以委托人（见本段定义）的名义进行明细表所列的业务活动时，由于被保险人或其雇员的疏忽过失造成任何意外的人体伤害或财产损失，从而让被保险人的任何客户（以下简称“委托人”）遭遇任何索赔，将由保险人向委托人进行赔偿。赔偿的范围还包括经保险人认可而支付的各种索赔处理和诉讼费用。双方同意，保险人可全权处理和所有索赔。但如果索赔是由于委托人或为其服务的其他人的疏忽过失而引起的，保险人不负赔偿责任。

但前提条件是：

- (a) 委托人无法向其他保险单要求赔偿；
- (b) 委托人应尽可能地遵守和履行本保险单的各项条款、限制条件和承保条件；
- (c) 对于保险人的全部赔偿责任，在剔除经其书面认可而支付的索赔处理和诉讼费用后，无论是针对被保险人的赔偿，或是针对上述委托人的赔偿，还是两者之和，均不应该超过明细表中列明的责任限额。

Indemnity to Principal Clause

If any claim shall be made against any customers of the Insured (hereinunder called “the principal”) for accidental bodily injury or accidental loss of or damage to property (both as within defined) caused by or arising out of the negligence of the Insured or his employees whilst undertaking work on behalf of the principal in the course of his business as described in the schedule of this Policy the insurers will indemnify the principal against such claims including the cost incurred with the insurers’ consent it being understood that the insurers shall have the sole conduct and control of all claims and the insurers shall not indemnify the principal against claims arising out of the negligence of the principal or any of his servants.

Provided that:

- (a) the principal is not entitled to indemnify under any other Policy;
- (b) the principal shall observe fulfill and be subject to the terms limitations and conditions of this Policy insofar as they can apply;
- (c) the total amount payable by the insurers exclusive of costs and expenses incurred with their written consent whether in respect indemnity to the Insured or principal referred to above or both shall not exceed the limit of liability mentioned in the schedule.