

**众安在线财产保险股份有限公司**  
**附加扩展附加被保险人条款（指定经销商）**  
**注册号：C00017930922021102605373**  
**（众安在线）（备-责任保险）【2021】（附）114号**

**第一条** 本附加险合同须附加于各种责任保险（以下简称“主合同”）项下。

**第二条** 本附加险合同与主合同相抵触之处，以本附加险合同为准。本附加险合同未约定事项，以主合同为准。主合同效力终止，本附加险合同效力亦同时终止；主合同无效，本附加险合同亦无效。

凡涉及本附加险合同的约定，均采用书面形式。

**第三条** 保险人同意本保险合同将经销商明细表列明的个人、公司或组织（以下简称经销商）扩展为**被保险人**，但仅承担由经销商直接销售或分销的列名被保险人的产品所导致的人身损害和/或财产损失。同时，该经销商须与列名被保险人有直接的销售契约关系。

**第四条** 保险人对下列情形所致的人身损害或财产损失，不负赔偿责任：

1. 经销商未经列名被保险人同意所做的任何明示保证；
2. 经销商故意对被保险产品所做的物理或化学改变；
3. 对被保险产品的再包装，但不包括因制造商的要求所做的检测、测试或在说明书指导下或在制造商指导下为零件的替换而做的拆装，最后仍须重新装回原包装内；
4. 被保险产品展示、安装、提供服务或维修行为，但在经销商的经营场所内实施的与产品销售相关的上述行为不在此限；
5. 在分销或销售过程中，经销商未依照约定或依照商业习惯对于被保险产品实施检测、试验、调整或售后服务；
6. 经销商对列名被保险人分销或销售的产品自行贴附或更换标签、卷标或用来做为其它东西或物质的包装组成部分或成份；
7. 由于经销商或其雇员或他人在其名义下的行为或不作为的单一疏忽所导致的人身损害或财产损失，但本除外条款对以下情形不适用：
  - （1）上述第3项、第4项包括的除外情形；
  - （2）在销售产品过程中，经销商同意或在正常经营过程中进行检验、调整、测试或服务所造成的人身损害或财产损失。

**第五条** 本附加险合同不适用于为列名被保险人提供被保险产品或被保险产品的原料、零部件、包装物的经销商。

以下英文条款仅供参考，当中英文保单约定发生冲突之时，应以中文条款措辞为准。

**Zhongan Online P&C Insurance Co., Ltd.**  
**Additional Insured Clause (Vendors-Designated Form)**

**Article 1** This endorsement is issued as part of the main policy.

**Article 2** In case of any discrepancy or contradiction between this endorsement the main policy, this endorsement shall prevail.

Except as it expressly states, this endorsement does not (1) modify any of the terms and conditions of the main policy, (2) modify the insurance period of the main policy.

If the main policy is invalid, this endorsement is invalid.

Anything modifies the terms and conditions of this endorsement shall be expressed in writing.

**Article 3** It is agreed that the "Who Is Insured" provision is amended to include any person or organization designated below (herein referred to as "vendor"), as an Insured, but only with respect to "**bodily injury**" and/or "**property damage**" arising out of the Named Insured's products designated below which are directly distributed or sold by the vendor. It is also understood that the vendor has directly contracted with the Named Insured in the regular course of the vendor's business, subject to the following additional provisions:

**Article 4** The insurance with respect to the vendor does not apply to “**bodily injury**” or “**property damage**” arising out of:

- (1) any express warranty unauthorized by the named insured;**
- (2) any physical or chemical change in the form of the product made intentionally by the vendor.**
- (3) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction, from the manufacturer and then repacked in the original container.**
- (4) demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.**
- (5) any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to made in the usual course of business, in connection with the distribution or sale of the products.**

- (6) products which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.**
- (7) the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:**
  - (a) This exception contained in Subparagraphs 3. or 4.; or**
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.**

**Article 5 The insurance does not apply to any person or organization, as Insured, from whom the Named Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.**