

伞式责任保险条款

请仔细阅读条款内容，尤其是突出显示的免除保险人责任的条款内容。

投保人提出保险要求，经保险人同意承保，则保险合同成立。保险合同自书面约定的保险起始日起生效。鉴于投保人支付保费并提交（或由其代表提交）投保单/报价单、书面陈述和声明，保险人同意按照本保险单的约定承担赔偿责任。

组成本保险单之各文件应作整体理解，经定义解释的所有词语和表述在本保险单中含义一致。所有定义之词语和表述均以黑体标示。

一、保险责任

（一）承保范围

在本保险期间内，被保险人在承保区域内因业务活动发生意外事故，造成第三者的人身伤害、财产损失、个人权利侵害或广告侵害而依法应承担的赔偿额，保险人按本保险单所载条款、除外责任、定义、条件和限制的规定负责赔偿。

（二）赔偿限额

除本保险单中另有约定，保险人对每次意外事故最终净损失的赔偿限额不超过明细表所载明的金额。

保险人对产品危险所承担的累计赔偿限额不超过明细表所载明的金额。

若下层保险单的累计赔偿限额因赔偿保险期间内发生的人身伤害、财产损失、个人权利侵害或广告侵害损失而减少或完全赔尽，保险人将依据本保险单所载条款、条件的规定，在本保险单所列赔偿限额内，就剩余保险期间内超过已减少或赔尽的下层保险单剩余赔偿限额以上的承保损失部分负赔偿责任，但承保范围不大于该下层保险单保障。

（三）抗辩费用

在本保险单第一条“保险责任”第（二）项“赔偿限额”所载对被保险人的赔偿限额内，保险人还将支付以下项目：

1. 被保险人经保险人书面同意而发生的所有合理法律费用，及
2. 由保险人发生的所有抗辩费用。

该抗辩费用的支付须遵循下列规定：

（1）一旦本保险单所载赔偿限额赔尽，保险人即无义务支付任何抗辩费用，或对任何诉讼进行抗辩。

（2）保险人在本保险单项下对索赔应赔偿的总金额，包括抗辩费用在内，不超过明细表所载明的赔偿限额。

(3) 保险人对于由下层保险单承保的任何抗辩费用，不负赔偿责任。

(四) 被保险人自留限额

保险人仅负责赔偿超过被保险人自留额以上的最终净损失。

被保险人自留额为：

1. 对于任何由一张或多张下层保险单承保的责任，自留额为该下层保险单中列明的赔偿限额；或

2. 对于任何未被下层保险单承保而由本保险单负责赔偿的责任，自留额为明细表载明的自留额。

自留额为明细表载明的应由被保险人支付的金额。自留额适用于每次意外事故且由被保险人负责支付。保险人在本保险单项下对被保险人的赔偿责任为超过自留额以上部分。

(五) 不予赔偿

若被保险人在本保险单项下不具赔偿请求权，则保险人不负任何抗辩义务及赔偿责任。

(六) 被保险人的免赔额

若本保险单因明细表中列明的下层保险单之赔偿限额赔尽而成为基层保险单，则下层保险单中规定的任何免赔额应适用于本保险单。

二、除外责任

本保险单不承保由下列情况引起的或与之相关的任何法律责任：

(一) 被保险人自有财产之财产损失。

(二) 下列原因造成有形财产虽未遭受物质损害或损毁但不能使用：

1. 被保险人或其代表延迟或未履行任何合同或协议规定；或

2. 被保险人或其代表提供的产品或工作不能达到被保险人保证或说明的性能、质量、适用度或耐用度；本除外责任不适用于除被保险人外的其他人员或组织按预定用途投入使用由被保险人或其代表提供的产品或工作后，因该产品或工作发生意外、突发的物质损害或损毁导致其他有形财产丧失使用价值之损失。

(三) 下列财产损失：

1. 被保险人的产品本身或其任何部分遭受的财产损失；或

2. 由于被保险人或其代表施行的不当工作，或因与此工作相关的材料或设备是或可证实是有缺陷或不适用而导致任何财产之任何部分需进行修理、修复或更换。本除外责任不适用于因上述工作导致的人身伤害或其他财产损失。

(四) 任何被保险人的产品或被保险人完成的工作或为被保险人完成的工作需召回、检验、修理、调整、移除、替换或无法使用。

(五) 被保险人或其代表作出的任何产品担保或保证。本除外责任不适用于有关产品安全和信息的法律规定要求。

(六) 任何飞行器或气垫飞行器。若下层保险单承保该等风险所导致的人身伤害或财产损失，则本除外责任不适用；但仅以此下层保险单保障范围为限。

(七) 自有、经营或驾驶之任何长度超过 8 米的水上、水中或水下船只。若下层保险单承保该等风险所导致的人身伤害或财产损失，则本除外责任不适用；但仅以此下层保险单保障范围为限。

(八) 任何被保险人知悉会组成飞行器部件并影响飞行器飞行性能的产品。

(九) 使用被保险人所拥有的或由其实际上或法律上控制的下述车辆：

1. 该车辆依法应当进行登记的；或
2. 该车辆依法应当购买保险的。

若下层保险单承保该等风险所导致的人身伤害或财产损失，则本除外责任不适用；但仅以此下层保险单保障范围为限。

(十) 罚款，罚金，惩罚性、惩戒性赔款，定额赔偿金或加重的损害赔偿金。

(十一) 污染物的排放、扩散、释放、渗漏、移动或泄漏，包括测试、监控、处理、去毒、移除、中和或清理污染物的费用。

(十二) 防止污染物泄漏所发生的费用。

(十三) 被保险人提供或未能提供专业建议或服务，或任何与之相关的错误或疏忽。但本除外责任不适用于：

1. 被保险人雇佣的在其营业场所提供急救服务的医疗人员所提供或未能提供医疗建议或服务；或
2. 其他不收取费用的专业建议或服务。

(十四) 战争、入侵、外敌行动、敌对或类似战争行动（无论宣战与否）、内战、兵变、达到民众起义规模的民众骚乱、军事起义、暴动、叛乱、革命、篡权，或以恐怖行为或暴力方式旨在推翻任何法律上或事实上的政府或对其施加影响的任何组织的代表或与该组织有关的任何人员的任何行为。

(十五) 由任何核燃料、核武器、医用同位素、核废料或其它材料的放射性引起的电离辐射或污染，无论自然发生与否；任何爆炸性核组件或其核部件的放射性、毒性、爆炸性或其它有害特性；任何核武器或其核部件的储存、运输、组装、拆卸、维护或操作。

(十六) 石棉或含石棉材料。

(十七) 任何恐怖主义行为，无论是否存在同时或先后造成损失的其他任何原因或事件，或在控制、防止、镇压恐怖主义行为中所采取的或以任何其他方式与恐怖主义行为相关的任何行动。

(十八) 烟草、烟草烟雾或烟草中含有或与其一同使用的任何成分或添加剂。

(十九) 广告侵害导致之下列责任：

1. 在被保险人的广告中剽窃他人的广告创意；
2. 侵犯商标权、服务标志或商标名称，但不包括标题或标语；
3. 对任何货物或产品的错误表述；
4. 广告宣传价格错误。

三、定义

无论在本保险单中何处出现，下列定义均应适用：

(一) 广告侵害是指被保险人在广告活动中发生的非故意中伤、诽谤、污蔑、侵犯著作权、商业外观、标题或标语、盗版、不正当竞争、剽窃创意或侵害隐私权行为。

(二) 恐怖主义行为是指包括但不限于无论是单独或代表或与任何组织或政府相关联的任何个人或团体使用武力、暴力和/或胁迫，其行为实质或状况是出于政治、宗教、意识形态或类似目的或动机，或与上述目的或动机相关的，旨在影响政府行为和/或使全体或部分公众处于恐惧状态的任何行为。

(三) 累计赔偿限额是指保险期间内保险人在本保险单项下承担的最高赔偿责任。

(四) 飞行器是指用于在大气或空间中飞行或穿行的任何飞船、航空器或物体。

(五) 人身伤害是指人身伤害、疾病或病症，包括在任何时间因此导致的死亡。

(六) 业务活动是指明细表载明的所有营业活动和业务经营，包括为开展业务活动而拥有及占用场所，提供餐饮、内部急救、消防和救护车服务及进行管理。

(七) 保险人是指明细表中所载明的保险人。

(八) 赔偿额是指对于因本保险承保的意外事故引致的人身伤害、财产损失、个人权利侵害或广告侵害，根据法院判决或和解结果，包括本保险单第一条“保险责任”第(三)项所列被保险人需支出的法律费用和成本在内，已经或应当付出之金额。

(九) 被保险人是指

1. 明细表中列明的被保险人；
2. 明细表中列明的被保险人的任何子公司（包括其子公司）以及由明细表中列明的被保险人控制并实施有效管理的任何其他组织；

3. 在**保险期间**内，由**被保险人**通过整合、兼并、购买资产、接管、管理、创建而获得的任何新组织，但必须遵循：

- (1) 须于**被保险人**获得此新组织次日起 90 日内将此行为书面通知**保险人**；
- (2) **保险人**向**被保险人**作出在本**保险单**项下对该新组织予以承保的书面通知；且
- (3) 应**保险人**的要求，**被保险人**需支付与此类新组织相关的附加保费；

4. **被保险人**的任何董事、管理人员、雇员、合伙人或股东，但仅限于在其**职责范围内履行职务行为**时；

5. 根据书面协议，**被保险人**有义务向其提供本**保险单**承保的**保险保障**的任何主体，但仅限于该协议规定的范围，且以本**保险单**所载的**条款和条件**为准。

(十) **医疗人员**是指具有从业资格的医务人员、护士和急救人员。

(十一) **意外事故**是指**被保险人**未预见到的、非故意的事故，包括持续或重复暴露于会造成**人身伤害、财产损失、个人权利侵害或广告侵害**的同一实质性有害状况下的事故。可归因于同一原因或起因的一系列事故应视为一次**意外事故**。

(十二) **个人权利侵害**是指

1. 非法逮捕、拘留、非法监禁、恶意控告或羞辱；
2. 任何以言论或出版物形式散布的中伤、诽谤、污蔑、诋毁、或侵犯他人的隐私权，但不包括：
 - (1) 首次在本**保险单**生效日之前散布的言论或出版物；或
 - (2) 在**被保险人**或其代表进行广告、广播、电视播放或出版活动过程中散布的或与前述活动相关的言论或出版物；
3. 非法进入或驱逐，或侵入他人占有的处所；
4. 非由**被保险人**施行或授意的攻击、殴打，除非该行为是为了阻止或减少人身伤害或财产损失危险性而实施。

(十三) **保险单**是指**保险人**和**投保人**之间签订的**保险合同**，包括**投保单、报价单、保险条款、保险人签发的明细表**（包括任何替代**明细表**的清单）、**批单**以及任何**保险人**签发的更改**保险单**承保范围的书面文件。

(十四) **保险期间**是指**明细表**所载明的期限，或本**保险单**扩展承保之更长期限。

(十五) **承保区域**是指中华人民共和国（不包括香港、澳门和台湾）。

(十六) **投保人**是指**明细表**中所载明的主体，其与**保险人**订立本**保险单**并根据本**保险单**支付**保险费**。

(十七) **污染物**是指任何**固态、液态、气态或热的刺激物或污染物**，包括但不限于**烟、蒸汽、油烟、雾、酸、碱、化学物质和废弃物**。废弃物包括**可回收、可恢复或可再生**物质。

(十八) **产品**是指由**被保险人**制造、建造、建立、安装、修理、提供服务、处理、销售、供应或分销的任何物品或产品（当其不再属于**被保险人**所有或由其控制之后），包括其包装容器，但不包括与该包装容器相关的任何车辆。

(十九) **产品危险**是指因**产品**或使用**产品**，或因遵循任何时候作出的关于**产品**的说明或保证而导致的人身伤害和/或财产损失，但仅当该人身伤害或财产损失发生在：

1. **被保险人**所有或占用的处所以外，且
2. **产品**的实际占有权已被转让他人后。

(二十) **财产损失**是指

1. 有形财产的物质损害，包括由此导致该财产不能使用的损失。所有不能使用的损失应视为发生于引起该财产不能使用的物质损害发生的当时；或
2. 有形财产虽未遭受物质损害或损毁但不能使用的损失，该不能使用是由其他有形财产的物质损害而引致的。所有不能使用的损失应视为发生于引起该财产不能使用的**意外事故**发生的当时。

(二十一) **明细表**是指与保险条款同时签发的**明细表**。

(二十二) **下层保险单**是指**明细表**所列明的任何保险单，以及任何已申报并经**保险人**书面同意的其它下层保险单。

(二十三) **最终净损失**是指为处理或赔偿**被保险人**依法需承担赔偿责任的损失，根据法律判决或经**保险人**书面同意的和解协议已支付或应支付之金额，并应合理扣除任何追偿金或可获取的残值，此金额包括所有损失开支和法律费用（包括律师费、庭审费和任何判决或裁决额的利息），但不包括**被保险人**、**保险人**或任何下层保险单**保险人**支出的员工工资和办公费用。

(二十四) **车辆**是指任何具有车轮或履带并通过机械动力而自行驱动的机器。

(二十五) **船只**是指任何用于在水上或水中漂浮或水上、水中、水下穿行的器具、工具或物体。

四、条件

(一) 变更

任何对本**保险单**或任何**下层保险单**承保风险产生实质性影响的变更一经发生，**被保险人**应当在合理可行的情况下立即书面通知**保险人**，此类变更包括但不限于**下层保险单**的终止、任何承保条款的改变，或**下层保险单**累计赔偿限额的减少或赔尽。

在保险合同有效期内，保险标的的危险程度显著增加的，**被保险人**应当按照合同约定及时通知**保险人**，**保险人**可以按照合同约定增加保险费或者立即解除合同。**保险人**解除合同的，应当将已收取的保险费，按照合同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还**投保人**。

被保险人未履行前款约定的通知义务的，因保险标的的危险程度显著增加而发生的保险事故，保险人不承担赔偿保险金的责任。

（二）检查与审计

在合理通知被保险人后，保险人可以检查被保险人的财产和经营情况。无论是保险人的检查权、检查行为还是随后出具的报告均不构成保险人代表被保险人或其他方或为了被保险人或其他方的利益做出了确保该财产或经营是安全的或健康的，或符合法律、法规及规章的承诺。在保险期间内、其扩展期，及在本保险单最终终止后三年内，保险人可随时检查、审计与本保险有关的被保险人的账册及记录。

（三）投保人如实告知义务

保险人应当向投保人说明保险合同的条款内容，并可以就保险标的或者被保险人的有关情况提出询问，投保人应当如实告知。

投保人故意或者因重大过失未履行如实告知义务，足以影响保险人决定是否同意承保或者提高保险费率的，保险人有权解除保险合同。

前款规定的合同解除权，自保险人知道有解除事由之日起，超过三十日不行使而消灭。

投保人故意不履行如实告知义务的，保险人对于合同解除前发生的保险事故，不承担赔偿或者给付保险金的责任，并不退还保险费。

投保人因重大过失未履行如实告知义务，对保险事故的发生有严重影响的，保险人对于合同解除前发生的保险事故，不承担赔偿或者给付保险金的责任，但应当退还保险费。

保险人在合同订立时已经知道投保人未如实告知的情况的，保险人不得解除合同；发生保险事故的，保险人应当承担赔偿或者给付保险金的责任。

（四）投保人、被保险人在发生意外事故、索赔或诉讼时之义务

1. 当发生意外事故或索赔、或有可能引发针对意外事故提出索赔时，投保人、被保险人须立即自付费用（除法律另有规定外）采取一切合理可行措施来防止或最大程度减轻意外事故导致的伤害、损失或损害。

2. 投保人、被保险人务必将每一可能引发本保险单项下索赔的意外事故以书面形式立即通知保险人，并应立即将所有与此意外事故相关的文件和信息转交给保险人，包括但不限于所有赔偿请求书、文书、传票、诉讼文件、起诉书、审查或质询以及所有相关信息。

3. 投保人、被保险人务必将所有涉及严重人身伤害（包括但不限于四肢瘫痪、半身不遂、脑损伤、截肢）或重大财产损失（包括但不限于火灾、倒塌、爆炸或失去支撑等引起的建筑物、结构或设备的严重损坏）的意外事故，及任何索赔额可能超出下层保险单赔偿限额之25%的意外事故立即以书面形式通知保险人，并应立即将被保险人掌握的所有与该意外事故相关的信息转交给保险人。

4. 投保人、被保险人应向保险人提供其所能获得的与确认保险事故的性质、原因、损失程度等有关的其他证明和资料。保险人按照合同的约定，认为有关的证明和资料不完整的，应当及时一次性通知投保人、被保险人补充提供。

5. 未经**保险人**书面同意，**被保险人**不得作出任何与任一**意外事故**或索赔相关的承认、出价、承诺或赔偿。

6. **被保险人**必须尽其所能保存所有可能有助于索赔调查或抗辩或代位求偿权执行的财产、产品、设备和厂房以及其它物品。在**保险人**有机会进行勘查前，未经**保险人**同意，**被保险人**在合理可行范围内不得对其进行任何变动或维修。

7. **投保人、被保险人故意或因重大过失未及时通知**，致使保险事故的性质、原因、损失程度等难以确定的，**保险人**对无法确定的部分，不承担赔偿或者给付保险金的责任，但**保险人**通过其他途径已经及时知道或者应当及时知道保险事故发生的除外。

(五) 保险人的抗辩权利及被保险人的协助合作义务

1. 对于任何本**保险单**承保的**意外事故**，**保险人**有权自行选择对任何向**被保险人**就此**意外事故**请求**赔偿额**的诉讼进行抗辩，并且以**被保险人**名义提请交叉赔偿请求。即使此类诉讼请求是毫无根据或是虚假、欺诈的。**保险人**会以其认为有利之方式对任何索赔或诉讼进行调查或结案。但在本**保险单**的**赔偿限额**赔尽后，**保险人**即无义务支付任何索赔、判决或对诉讼进行抗辩。

2. **被保险人**应与**保险人**合作，遵守本**保险单**的条款和条件，必要时协助**保险人**对任何人、公司或组织实施求偿行为。

(六) 赔偿处理

保险人收到**被保险人**的赔偿**保险金**的请求后，应当及时作出是否属于保险责任的核定；情形复杂的，双方同意适当延长，延长时限一般不超过 180 天，但双方另有约定的除外。

保险人应当将核定结果通知**被保险人**；对属于保险责任的，在与**被保险人**达成赔偿**保险金**的协议后十日内，履行赔偿**保险金**义务。本**保险合同**对赔偿**保险金**的期限另有约定的，**保险人**应当按照约定履行赔偿**保险金**的义务。**保险人**依照前款的规定作出核定后，对不属于保险责任的，应当自作出核定之日起三日内向**被保险人**发出拒绝赔偿**保险金**通知书，并说明理由。

保险人自收到赔偿**保险金**的请求和有关证明、资料之日起六十日内，对属于赔偿责任但其赔偿**保险金**的数额不能确定的，应当根据已有证明和资料可以确定的数额先予支付；**保险人**最终确定赔偿的数额后，应当支付相应的差额。

被保险人给第三者造成损害，**被保险人**未向该第三者赔偿的，**保险人**不得向**被保险人**赔偿**保险金**。

(七) 代位求偿

发生**保险**责任范围内的损失，应由有关责任方负责赔偿的，**保险人**自向**被保险人**赔偿**保险金**之日起，在赔偿金额范围内代位行使**被保险人**对有关责任方请求赔偿的权利，**被保险人**应当向**保险人**提供必要的文件和所知道的有关情况。

被保险人已经从有关责任方取得赔偿的，**保险人**赔偿**保险金**时，可以相应扣减**被保险人**已从有关责任方取得的赔偿金额。

保险事故发生后，在保险人未赔偿保险金之前，被保险人放弃对有关责任方请求赔偿权利的，保险人不承担赔偿责任；保险人向被保险人赔偿保险金后，被保险人未经保险人同意放弃对有关责任方请求赔偿权利的，该行为无效；由于被保险人故意或者因重大过失致使保险人不能行使代位请求赔偿的权利的，保险人可以扣减或者要求返还相应的保险金。

（八）交叉责任

属于被保险人的每一方均被视为独立的法人实体，且被保险人一词应适用于每一方，如同已对上述每一方签发了独立的保单。但本条款中的任何陈述均不会增加保险人在本保险单项下的任何责任或赔偿限额。

（九）合法性要求

被保险人必须采取合理措施以遵守所有法定机构或政府部门制定的所有法定义务和规章。

（十）解除

1. 投保人可书面通知保险人解除本保险单。一旦作出通知，本保险单将在保险人收到此通知当日解除。

2. 保险人可以提前十五日通知投保人解除本保险单。通知上注明的解除生效日期和时刻即为本保险期间的终止时间。

3. 由投保人解除保险单的，保险人将按照短期费率收取本保险单已生效期间的保费后退还余额。

4. 由保险人解除保险单的，保险人将按日比例退还投保人本保险单项下未到期部分的保险费。

5. 若由于投保人未按照保险人要求在指定时间内支付保险费，保险人有权在保险费付款期限届满后，立即书面通知投保人解除保险合同。

若保险费需要进行调整，解除本保险单将不影响投保人应向保险人提供用以计算调整保险费的相关必要信息，及支付本保险单解除日之前期限内保险费调整额的义务。

（十一）法律适用和争议解决

本保险单适用中华人民共和国法律（不包括港澳台地区法律）并据其解释。因履行本保险合同产生的或与之相关的争议，应诚信协商解决。协商不成的，提交至明细表中载明的仲裁机构进行仲裁。明细表未载明仲裁机构或者争议发生后未达成仲裁协议的，依法向有管辖权的中华人民共和国（不包括香港、澳门及台湾）人民法院起诉。

（十二）下层保险单的维持

在保险期间内，被保险人应维持所有下层保险单及续保保险单或替代保险单完全有效且其赔偿限额及保障范围不窄于保险人已知悉并同意的条件，但因赔偿承保之意外事故引起的索赔而致此类保险单累计赔偿限额或分项限额降低或赔尽的情况除外。被保险人未能遵守上述规定或任何下层保险单保险人破产或无偿付能力均不致本保险单失效，但在本保

险期间内发生此种状况时，保险人之赔偿责任仅以本保险期间内若上述状况未发生时本应承担的赔偿责任为限。

（十三）索赔诉讼时效

被保险人向保险人请求赔偿或者给付保险金的诉讼时效期间为二年，自其知道或者应当知道保险事故发生之日起计算。

禁止本

附表（一）短期费率表

年缴短期费率表

期 间	12 个月	11 个月	10 个月	9 个月	8 个月	7 个月	6 个月	5 个月	4 个月	3 个月	2 个月	1 个月
年缴保 费百分 比率	100%	95%	90%	85%	80%	70%	60%	50%	40%	30%	20%	10%

<完>

禁止本

Umbrella Liability Insurance

PLEASE READ THE ENTIRE WORDING CAREFULLY, ESPECIALLY THE HIGHLIGHTED PARTS WHICH EXEMPT THE INSURER FROM LIABILITY UNDER THIS POLICY.

If you are provided with both the English version and the Chinese version of the Policy, both versions shall be equally enforceable. In case of any discrepancies between the Chinese and English, the Chinese version shall prevail.

This Contract forms when the Policyholder makes a request for insurance and the Insurer approves. This Contract shall be effective on the policy inception date agreed upon in writing. In consideration of the payment of the premium to the Insurer and in reliance upon the application/proposal, written statements and declarations provided by or on behalf of the Policyholder, the Insurer agrees to indemnify the Insured in accordance with this Policy.

The documents comprising this Policy are to be read together and any word or expression that is defined has that meaning throughout this Policy. All defined words and expressions are capitalised.

I. INSURING AGREEMENTS

A. Coverage

Subject to the terms, exclusions, definitions, conditions and limitations of this Policy the Insurer will indemnify the Insured for all sums which the Insured becomes legally liable to pay as Compensation in respect of:

1. Bodily Injury, or
2. Property Damage, or
3. Personal Injury, or
4. Advertising Injury

occurring within the Policy Territory during the Policy Period as a result of an Occurrence happening in connection with the Business.

B. Limits of Liability

Unless otherwise stated in this Policy, the Insurer's liability for Ultimate Net Loss will not exceed the sum stated in the Schedule in respect of any one Occurrence.

The Aggregate Liability for Products Hazard will also not exceed the sum stated in the Schedule.

In the event the aggregate limits of liability of the Underlying Policies are reduced or exhausted solely as a result of Bodily Injury, Property Damage, Personal Injury or Advertising Injury occurring during the Policy Period, the Insurer will continue to indemnify the Insured for the remainder of the Policy Period in excess of the reduced or exhausted limits subject to the terms and conditions of this Policy and the Insurer's limit

of liability, but not for broader coverage than that provided by the reduced or exhausted Underlying Policies.

C. Defence Costs and Expenses

Including the Insurer's liability to indemnify the Insured under clause I.B, the Insurer will pay:

1. all reasonable legal costs and expenses incurred by the Insured with the written agreement of the Insurer, and
2. all defence costs incurred by the Insurer.

These defence costs and expenses are payable subject to the following:

- a. **The Insurer is not obliged to pay any defence costs or expenses or to defend any suit after the Insurer's liability under this Policy to indemnify the Insured has been exhausted.**
- b. **The total amount payable in respect of the claim by the Insurer under this Policy including defence costs and expenses will not exceed the limit of liability stated in the Schedule.**
- c. **The Insurer will not be liable for defence costs and expenses which are covered by any Underlying Insurance.**

D. Insured's Retained Limit

The Insurer will be liable only for the Ultimate Net Loss in excess of the Insured's Retained Limit.

The Insured's Retained Limit is either of the following amounts, whichever is applicable:

1. for any liability covered by one or more Underlying Insurance, an amount equal to the limits of liability as specified in such policy/ies; or
2. for any liability not covered by an Underlying Insurance and indemnified under the terms and conditions of this Policy, an amount equal to the self-insured retention stated in the Schedule.

The self-insured retention is the amount stated in the Schedule payable by the Insured. The self-insured retention applies to each Occurrence and is payable by the Insured. The Insurer's liability to indemnify the Insured under this Policy is over and above the self-insured retention.

E. No Cover under this Policy

Where the Insured is not entitled to be indemnified under this Policy, the Insurer owes no duty to defend the Insured and has no liability of any kind to the Insured.

F. Insured's Deductible Amount

If this Policy becomes primary insurance as a result of the depletion of Underling limits shown in the Schedule, any deductible specified in the Underlying Insurance shall be imposed under this Policy.

II. EXCLUSIONS

This Policy does not cover any legal liability arising out of or in any way connected with the following:

- A. Property Damage to property owned by the Insured.**
- B. loss of use of tangible property which has not been physically damaged or destroyed resulting from:**
 - 1. a delay in or lack of performance by or on behalf of the Insured in respect of any contract or agreement; or**
 - 2. the failure of a Product or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured; but this exclusion II.B.2 does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product or work performed by or on behalf of the Insured after the Product or work has been put to its intended use by any person or organisation other than the Insured.**
- C. Property Damage to:**
 - 1. any Product or any part of it; or**
 - 2. any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the Insured or on the Insured's behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, but this exclusion II.C.2 does not apply to Bodily Injury or Property Damage resulting from such work.**
- D. the recall, inspection, repair, adjustment, removal, replacement or loss of use of any Product or work completed by or for the Insured.**
- E. any product guarantee or warranty given by or on behalf of the Insured but this exclusion II.E does not apply to legislative requirements concerning product safety and information.**
- F. any Aircraft or hovercraft but this exclusion II.F does not apply to Bodily Injury or Property Damage where insurance is provided by an Underlying Insurance, but then only to the extent of the cover provided by such policy.**
- G. the ownership, operation or navigation of any Watercraft exceeding 8 metres in length while on, in or under the water but this exclusion II.G does not apply to Bodily Injury or Property Damage where insurance is provided by an Underlying Insurance, but then only to the extent of the cover provided by such policy.**
- H. any Product that is incorporated with the Insured's knowledge in an Aircraft which affects the flying capabilities of an Aircraft.**
- I. the use of a Vehicle owned by, or in the physical or legal control of the Insured:**
 - 1. which is required by law to be registered; or**
 - 2. in respect of which insurance is required by virtue of any legislation****but this exclusion II.I does not apply to Bodily Injury or Property Damage where insurance is provided by an Underlying Insurance, but then only to the extent of the cover provided by such policy.**
- J. fines, penalties, punitive, exemplary, liquidated or aggravated damages.**
- K. the discharge, dispersal, release, seepage, migration or escape of Pollutants, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up Pollutants.**

- L. the cost of preventing the escape of Pollutants.
- M. the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith, but this exclusion II.M does not apply to:
 1. the rendering of or failure to render medical advice or service by Medical Persons employed by the Insured to provide first aid on the Insured's premises; or
 2. other professional advice or service not given for a fee.
- N. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
- O. ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.
- P. asbestos or materials containing asbestos.
- Q. any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- R. tobacco, tobacco smoke, or any ingredient or additive present in or used with tobacco.
- S. any liability arising out of Advertising Injury, in respect of:
 1. the use of another's advertising idea in the Insured's advertisement;
 2. infringement of trade mark, service mark or trade name, but this shall not relate to titles or slogans;
 3. incorrect description of any good or product;
 4. mistake in advertised price.

III. DEFINITIONS

Wherever appearing in this Policy, the following definitions apply:

A. Advertising Injury means

Any unintentional libel, slander, defamation, infringement of copyright, trade dress, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities.

B. Act of Terrorism means

Any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

C. Aggregate Liability means

The maximum liability of the Insurer under this Policy for the Policy Period.

D. Aircraft means

Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

E. Bodily Injury means:

Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time;

F. Business means

All activities and operations of the business stated in the Schedule including the ownership and occupation of premises for the purposes of the Business, and the provision or management of canteen, and internal first aid, fire and ambulance services.

G. Insurer means

The Insurer stated in the Schedule of the Policy.

H. Compensation means

Monies paid or payable by judgment or settlement together with any liability on the Insured's part to pay legal costs and expenses including those referred to in clause I.C for:

1. Bodily Injury, or
2. Property Damage, or
3. Personal Injury, or
4. Advertising Injury

in respect of an Occurrence to which this insurance applies.

I. Insured means

1. The Insured named in the Schedule;
2. any subsidiary company (including subsidiaries thereof) of the Insured named in the Schedule and any other organisation under the control of the Insured named in the Schedule and over which it is exercising active management;
3. any new organisation acquired by the Insured during the Policy Period through consolidation, merger, purchase of the assets of or assumption of control and active management or creation, provided that:
 - a. such acquisition is notified to the Insurer in writing within 90 days as from the second day of acquisition;
 - b. the Insurer gives notice in writing to the Insured that such new organisation shall be covered by the Policy; and

- c. the Insured pays any additional premium that may be required by the Insurer in respect of such new organisation;
4. any director, officer, employee, partner or shareholder of the Insured, **but only whilst acting within the scope of their duties in such capacity;**
5. any principal to whom or to which the Insured is obligated by virtue of a written agreement to provide insurance as is afforded by this Policy, **but only to the extent required by such contract and subject to the terms and conditions of this Policy.**

J. Medical Persons means

Qualified medical practitioners, nurses and first aid attendants.

K. Occurrence means

An event including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury, Property Damage, Personal Injury, or Advertising Injury neither expected nor intended from the standpoint of the Insured. **All events of a series consequent on or attributable to one source or original cause are deemed one Occurrence.**

L. Personal Injury means

1. false arrest, detention, false imprisonment, malicious prosecution or humiliation;
2. the publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
 - a. when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this Policy; or
 - b. when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured;
3. wrongful entry or wrongful eviction or other invasion of the right to private occupancy;
4. assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

M. Policy means

The contract of insurance between the Insurer and the Policyholder which comprises proposal, quotation, policy wording, the Schedule issued by the Insurer (including any schedule substituted for the Schedule), endorsements and any document issued by the Insurer varying the policy coverage.

N. Policy Period means

The period stated in the Schedule or such further period for which this Policy has been extended.

O. Policy Territory means

The People's Republic of China (excluding Hong Kong, Macao and Taiwan)

P. Policyholder means

The party stated in the Schedule, who enters into this Policy with the Insurer and pays the premiums in accordance with this Policy.

Q. Pollutants means

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

R. Product means

Any goods or product(s) (after they have ceased to be in the possession or under the control of the Insured) manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured including any container thereof other than a vehicle associated with such container.

S. Products Hazard means

Bodily Injury and/or Property Damage arising out of a Product or its use, or reliance upon a representation or warranty made at any time with respect to the Product, but only where such Bodily Injury or Property Damage occurs:

1. away from premises owned or occupied by the Insured; and
2. after physical possession of the Product has been relinquished to others.

T. Property Damage means

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property. All such loss of use shall be deemed to occur at the time of the Occurrence that caused it.

U. Schedule means

The Schedule issued with this policy wording.

V. Underlying Insurance means

Any policy listed in the Schedule plus any other underlying insurance notified to the Insurer and which the Insurer has agreed in written form to include.

W. Ultimate Net Loss means

the sum actually paid or payable in the settlement or satisfaction of losses for which the Insured is legally liable either by adjudication or compromise with the written consent of the Insurer, after making proper deduction for all recoveries and salvages collectible, including all loss expenses and legal expenses (including legal fees, court costs and interest on any judgment or award) and but it excludes all salaries of employees and office expenses of the Insured, the Insurer or any underlying insurers so incurred.

X. Vehicle means

Any type of machine on wheels or on caterpillar tracks made or intended to be self propelled by mechanical power.

Y. Watercraft means

Any vessel, craft or thing made or intended to float on or in or travel on, through or under the water.

IV. CONDITIONS

A. Changes

The Insured shall give the Insurer written notice as soon as reasonably practicable of any change materially affecting the risk underwritten by this Policy or any Underlying Insurance, including but not limited to the termination of coverage, alteration of any of the terms of coverage, or reduction or exhaustion of the aggregate limit(s) of liability applying to the Underlying Insurance.

Where the degree of risk to the subject matters increase appreciably during the period of insurance, the Insured shall notify the Insurer in a timely manner as agreed upon in this Contract. And the Insurer, pursuant to this Contract, may increase premiums or immediately terminate this Contract. If the Insurer terminates this Contract, it shall, according to this Contract, refund the premiums collected minus the portion to which it is entitled for the period between the date of commencement of its liabilities and the date of the termination of this Contract.

Where the Insured fails to perform its notification obligation as provided in the preceding paragraph and the covered accident occurs due to the appreciable increase in the degree of risk to the subject matters, the Insurer shall not be liable to pay the indemnities.

B. Inspection and Audit

The Insurer may inspect the Insured's property and operations with reasonable notice. **Neither the Insurer's right to make inspections nor the making thereof nor any report thereon will constitute an undertaking by the Insurer on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.** The Insurer may examine and audit the Insured's books and records at any time during the Policy Period and extensions thereof and within three (3) years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

C. Policyholder's Obligation of Disclosure of Truthful Information

The Insurer should inform the Policyholder of the terms and conditions of this Contract. The Insurer may inquire relevant circumstances of the subject matters of insurance or of the Insured, in which case the Policyholder shall provide truthful information.

Where the Policyholder fails to perform its obligation of disclosure of such information intentionally or due to its gross negligence and such failure could influence the Insurer on its decision as to whether to accept the application or to raise premium rate, the Insurer is entitled to terminate this Contract.

The right of the Insurer to terminate this Contract as specified in the preceding paragraph shall be extinguished if it is not exercised within thirty (30) days after the date on which the Insurer learns the causes of termination.

Where the Policyholder fails to perform its obligation of disclosure intentionally, the Insurer shall not be liable to pay the indemnities for the covered accident that occur before the termination of this Contract and shall not refund the premium.

Where the Policyholder fails to perform its obligation of disclosure due to its gross negligence, and such failure has a material effect on the occurrence of the covered accident, the Insurer shall not be liable to pay the indemnities for the covered accident that occurs before the termination of this Contract, but it shall refund the premium.

If the Insurer, when forming this Contract, was aware that the Policyholder failed to provide truthful information, it shall not terminate this Contract. Upon the occurrence of the covered accident, the Insurer shall be liable to pay the indemnities.

D. Policyholder's and Insured's Duties in the Event of an Occurrence, Claim or Suit

1. In the event of an Occurrence or claim or the likelihood of claim from an Occurrence the Policyholder and the Insured must immediately take at its own expense (unless otherwise provided in law) all responsible steps to prevent or minimise injury, loss or damage arising out of the Occurrence.
2. The Policyholder and the Insured must give notice in writing to the Insurer immediately of every Occurrence likely to give rise to a claim under this Policy and must immediately forward to the Insurer all documents and information relevant to each such Occurrence including but not limited to every demand, writ, summons, proceedings, notice of prosecution, inquest or inquiry and all associated information.
3. The Policyholder and the Insured must give notice in writing to the Insurer immediately of every Occurrence involving serious Bodily Injury (including, but not limited to quadriplegia, paraplegia, brain damage and loss of limb) or substantial Property Damage (including, but not limited to substantial damage to buildings, structures or equipment caused by fire, collapse, explosion and loss of support) or any Occurrence where the amount of the claim is likely to exceed 25% of the limit(s) of liability of the Underlying Insurance and must immediately forward to the Insurer all information relevant to the Occurrence held by the Insured.
4. The Policyholder and the Insured shall offer other relevant evidences and materials available to them and helpful in determining the nature, causes and the extent of losses of the covered accident. If relevant evidence and information, pursuant to this Contract, are deemed to be incomplete by the Insurer, the Insurer shall notify the Policyholder or the Insured in a timely manner and requests the complementary missing documentations or information from the Policyholder or the Insured at one time.
5. The Insured must not, without the Insurer's written consent, make any admission, offer, promise or payment in connection with any Occurrence or claim.
6. The Insured must use its best endeavours to preserve all property, any Product, appliance and plant and all other things which may assist in the investigation or defence of a claim or in the exercise of rights of subrogation and so far as may be reasonably practicable no alteration or repair is to be effected without the consent of the Insurer until the Insurer has had an opportunity of inspection.
7. **If the Policyholder and the Insured fails to notify the Insurer in time intentionally or due to its gross negligence, which makes the nature, causes, the extent of losses etc. of the covered accident difficult to be determined, the Insurer shall not be liable to pay the indemnities for the portion that is impossible to be determined, unless the Insurer learnt or ought to have learnt of such covered accident in a timely manner by other means.**

E. Right to Defend of the Insurer, Assistance and Co-operation of the Insured

- 1.** In respect of any Occurrence covered under this Policy, the Insurer has the right, **if it so elects**, to defend any suit against the Insured seeking Compensation for an Occurrence and to bring any cross claim in the name of the Insured even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; **but the Insurer is not obligated to pay any claim or judgment or to defend any suit after the Insurer's liability under this Policy in respect of the claim has been exhausted.**
- 2.** The Insured must co-operate with the Insurer and comply with the terms and conditions of this Policy, and assist as necessary in enforcing any right to contribution or indemnity from any person, corporation or organisation.

F. Treatment of Claim

Once the Insured's claim for indemnities is received, the Insurer shall render its determination in a timely manner; if the circumstance related to the claim is complicated, both parties can agree to an extension of no more than 180 days, or further extension if needed.

The Insurer shall notify the Insured of its determination. If the claim falls within the coverage of this Contract, the Insurer shall pay indemnities to the Insured within ten (10) days after reaching an agreement on the payment with the Insured. If the time limit of payment is agreed upon in this Contract, the Insurer shall pay the indemnities in accordance with such provisions. If the Insurer determines according to the preceding paragraph that the claim does not fall within the coverage of this Contract, the Insurer shall render a notice of refusal for the payment to the Insured within three (3) days from the day on which the determination was made and give the Insured its explanations.

Within sixty (60) days after the Insurer has received the claim for indemnities and relevant proofs or information, if the claim falls within the coverage, but the total amount of the indemnities cannot be determined, the Insurer shall first pay the amount that can be determined based on the proofs and information available. The differences shall be made up by the Insurer after the total amount is determined.

Where the Insured causes damages to third party and the Insured fails to indemnify such third party, the Insurer shall not indemnify the Insured.

G. Subrogation

For the losses covered by this Contract and that shall be indemnified by the responsible party, the Insurer shall, from the date of payment of indemnities to the Insured, exercise the Insured's right to recover the indemnities from the responsible party within the amount of the indemnities. And the Insured shall provide the necessary documents and the information of relevant circumstances he has learnt to the Insurer.

Where the Insured has been indemnified for losses by the responsible party after the Occurrence, the Insurer may, when paying the indemnities, deduct the amount of indemnities obtained by the Insured from the responsible party appropriately.

After the occurrence of the covered accident, if the Insured waives the right to claim indemnities from the relevant responsible parties before the Insurer pays indemnities, the Insurer shall not be liable for the payment of indemnities. If the Insurer has paid indemnities to the Insured and the Insured waive the right to claim indemnities from the relevant responsible parties without approval of the Insurer, such waiver shall be deemed invalid. **If, due to an intentional act or gross negligence by**

the Insured, the Insurer may not exercise the rights to recover the indemnities by subrogation, it may deduct, or demand reimbursement of, the corresponding portion of the indemnities.

H. Cross Liability

Each of the parties comprising the Insured is considered a separate legal entity and the word Insured applies to each party as if a separate policy had been issued to each of the said parties **but nothing contained in this clause will operate to increase the Insurer's liability under this Policy.**

I. Statutory Requirements

The Insured must take reasonable measures to comply with all statutory obligations and regulations imposed by any statutory or governmental authority.

J. Cancellation

1. The Policyholder may cancel this Policy by giving notice in writing to the Insurer. If such notice is given, the cancellation will take effect on the day the notice is received by the Insurer.
2. The Insurer may cancel this Policy by giving 15 days prior notice to the Policyholder. The effective date and hour of cancellation stated in the notice shall be the end of the Policy Period.
3. After cancellation by the Policyholder, the Insurer shall retain the premium calculated according to the short-term rate for the period from the date of inception to the date of cancellation, and refund the balance of the charged premium to the Policyholder.
4. After cancellation by the Insurer a refund of premium will be allowed pro rata for the unexpired period of insurance.
5. If the Policyholder does not pay the required premium as specified in the Policy Schedule within the required payment period, the Insurer has the rights to cancel the Policy immediately by a written notification sent to the Insured's last known address.

When the premium is subject to adjustment, cancellation will not affect the obligation of the Policyholder to supply to the Insurer such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

K. Law Applicable and Dispute Resolution

This Policy shall be governed by and interpreted in accordance with the laws of the People's Republic of China (excluding Hong Kong, Macao and Taiwan). Any dispute arising out of the performance of or in connection with this Policy shall be resolved through consultations in good faith. If the dispute cannot be resolved through such consultations, the dispute shall be submitted to the arbitration tribunal specified in the Schedule for arbitration. If an arbitration tribunal is not specified on the Schedule or the choice of any arbitration tribunal cannot be agreed after dispute arises, the dispute shall be submitted to the exclusive jurisdiction of the People's Republic of China (excluding Hong Kong, Macao and Taiwan) courts.

L. Maintenance of Underlying Policies

The Insured shall maintain the Underlying Policies and renewals or replacements thereof, with limits and coverage not more restrictive than notified and agreed by the Insurer in full effect during the Policy Period, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of Occurrences covered thereunder. Failure to comply with the foregoing or bankruptcy or insolvency of any of the underlying insurers shall not invalidate this Policy **but in the event of such circumstances the Insurer shall be liable only to the extent that it would have been liable had such circumstances not existed during the Policy Period.**

M. Time of Validity of Claim

The rights of claiming against the Insurer for compensation and/or indemnity will be invalid when the Insured fails to enforce such rights within two (2) years, counting from the date the Insured knows or should know the occurrence of the insured event.

Annex 1 - Table of Short Period Premium Rates

Table of annual short period premium rates

Period (month)	12m	11m	10m	9m	8m	7m	6m	5m	4m	3m	2m	1m
% of Annual Premium	100%	95%	90%	85%	80%	70%	60%	50%	40%	30%	20%	10%