

- 重要提示 -

本保险条款、明细表、投保单及其附件和提交的所有核保信息、批单均为本保险合同的组成部分。

本保险合同项下的粗体字具有特别含义，并按本保险合同列明的定义解释。本保险合同项下的标题仅为阅读方便而设，不影响保险合同的解释。

请仔细阅读保险条款全文，特别是以阴影加深标注的免除保险人责任的规定。

## 单个工程项目职业责任保险

(2015 年版本)

鉴于**投保人**已向**保险人**提交投保单并同意在约定时间内缴纳本保险合同明细表第十项所载的保险费，**保险人**依本保险合同的约定，同意：

### 一、保险责任

第一条 由于**被保险人**对本保险合同明细表第四项所载的**工程项目**提供的**专业服务**中存在或被指控存在**不当行为**，致使**第三方**在**保险期间**内向**被保险人**提出**赔偿请求**，**投保人**或**被保险人**根据本保险合同第二十五条的规定以书面形式通知**保险人**，则**保险人**根据本保险合同的有关规定代表**被保险人**赔偿因该**赔偿请求**所造成的**损失**。但对于**第三方**在本保险合同生效之前已向**被保险人**提出的**赔偿请求**，**保险人**不负任何赔偿责任。

### 二、扩展责任

第二条 专业质询  
**保险人**将代表**被保险人**支付为准备和出席与**工程项目**有关的**专业质询**所产生合理和必要的成本及费用（但是不包括**被保险人的**工资、薪水、费用、佣金、奖品、奖金、差旅和住宿费用），但须符合以下条件：

1. 该成本及费用的产生应经**保险人**事先书面同意，但**保险人**不能不合理地拒绝给予该等同意；且
2. **被保险人在保险期间内**首次收到需要出席**专业质询**的通知，且**投保人或被保险人**根据本保险合同第二十五条的规定以书面形式通知**保险人**。

若该**专业质询**产生的成本及费用不属于本保险合同的承保范围时，**被保险人**应偿还**保险人**已代表**被保险人**支付的成本和费用。本条款项下的分项赔偿限额为本保险合同明细表第七项所载的金额，该分项赔偿限额构成本保险合同明细表第六项赔偿限额的一部分，而并非是在其基础上累加。

### 第三条 文件丢失

由于**被保险人**对**工程项目**提供的**专业服务**，致使**第三方的文件**在**保险期间**损毁、损坏或在**被保险人**已尽勤勉搜寻的义务之后无法寻获，且**投保人或被保险人**根据本保险合同第二十五条的规定以书面形式通知**保险人**，则**保险人**根据本保险合同的有关规定代表**被保险人**赔偿因替换或修复该文件所产生的费用。

但对于因磨损、撕毁或其他非人为的因素而引起的损毁、损坏、或文件丢失，**保险人**则不负赔偿责任。

本条款项下的分项赔偿限额为本保险合同明细表第八项所载的金额，该分项赔偿限额构成本保险合同明细表第六项赔偿限额的一部分，而并非是在其基础上累加。

### 第四条 代理责任

由于**被保险人的**顾问、承包人、分包人或代理人对**工程项目**提供的**专业服务**中存在**不当行为**，且**被保险人**依法应当对此承担责任，致使**第三方**在**保险期间内**向**被保险人**提出**赔偿请求**，**投保人或被保险人**根据本保险合同第二十五条的规定以书面形式通知**保险人**，则**保险人**根据本保险合同的有关规定代表**被保险人**赔偿因该**赔偿请求**所造成的**损失**。但对于**第三方**在本保险合同生效之前已向**被保险人**提出的**赔偿请求**，**保险人**不负任何赔偿责任。

尽管存在上述约定，本条款并不表明任何**被保险人的**顾问、承包人、分包人或代理人个人或实体被视为**被保险人**而享有**被保险人**在本保险合同项下的同等权益。

### 第五条 侵害名誉权 / 诽谤

由于**被保险人**对**工程项目**提供的**专业服务**中存在或被指控存在：

1. 非故意的侵害名誉权的行为；或
2. 非恶意的诽谤，无论是书面、口头或通过电子数据处理设备传播，

致使**第三方**在**保险期间**内向**被保险人**提出**赔偿请求**，**投保人**或**被保险人**根据本保险合同第二十五条的规定以书面形式通知**保险人**，则**保险人**根据本保险合同的有关规定代表**被保险人**赔偿因该**赔偿请求**所造成的**损失**，但对于**第三方**在本保险合同生效之前已向**被保险人**提出的**赔偿请求**，**保险人**不负任何赔偿责任。

第六条 侵犯知识产权（不包括专利权）

由于**被保险人**对**工程项目**提供的**专业服务**中存在或被指控存在非故意侵犯**第三方**的**知识产权（不包括专利）**的行为，致使**第三方**在**保险期间**内向**被保险人**提出**赔偿请求**，**投保人**或**被保险人**根据本保险合同第二十五条的规定以书面形式通知**保险人**，则**保险人**根据本保险合同的有关规定代表**被保险人**赔偿因该**赔偿请求**所造成的**损失**，但对于**第三方**在本保险合同生效之前已向**被保险人**提出的**赔偿请求**，**保险人**不负任何赔偿责任。

第七条 继承人、遗产管理人及法定代理人扩展责任

在**被保险人**死亡、丧失行为能力或破产的情况下，由于**被保险人**对**工程项目**提供的**专业服务**中存在或被指控存在**不当行为**，致使**第三方**在**保险期间**内向**被保险人的继承人、遗产管理人或法定代理人**提出**赔偿请求**，**投保人**或**被保险人的继承人、遗产管理人或法定代理人**根据本保险合同第二十五条的规定以书面形式通知**保险人**，则**保险人**根据本保险合同的有关规定代表**被保险人的继承人、遗产管理人或法定代理人**赔偿因该**赔偿请求**所造成的**损失**。但对于**第三方**在本保险合同生效之前已向**被保险人或其继承人、遗产管理人或法定代理人**提出的**赔偿请求**，**保险人**不负任何赔偿责任。

且因**继承人、遗产管理人或法定代理人**自身的不当行为导致的**赔偿请求**，**保险人**并不负赔偿责任。

### 三、除外责任

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对于与以下情形有关的**赔偿请求**直接或间接造成的任何**损失**，**保险人**不负赔偿责任：

第八条 欺诈、犯罪及其他故意行为

任何与**被保险人**做出或允许他人做出不诚实、欺诈、犯罪或其他故意行为有关的**赔偿请求**。如果对上述行为的认定有异议，以法院的判决、监管机构的裁决或**被保险人**书面自认为准；

第九条 已知事件

1. 任何在**保险期间**开始之前已经向**被保险人**提出的，威胁要提出的或暗示提出的**赔偿请求**；
2. 任何与**被保险人在保险期间**开始之前已知晓或应合理地知晓的**可赔情形**有关的**赔偿请求**；或
3. 任何与已在或应当在**保险期间**开始之前通知或应当通知**保险人**或其他保险公司的**可赔情形**有关的**赔偿请求**；

第十条 商业风险及约定责任

1. 任何有关**被保险人**根据任何形式的协议（包括但不限于保证、担保、补偿协议或免责条款）而承担责任的**赔偿请求**。但如果没有上述协议的存在，**被保险人**仍应依法承担的赔偿责任，**保险人**根据本保险合同的约定负责赔偿；
2. 任何有关**被保险人**或任何项目中涉及任何一方的因无力偿付、破产管理、行政管理、破产或清算而导致的**赔偿请求**；
3. 任何有关**被保险人**无力提供、兑现或继续持有债券、担保或保险的**赔偿请求**；
4. 任何有关**被保险人**贸易债务的**赔偿请求**；
5. 任何有关于专业费用的返还，或**被保险人**或代表**被保险人的**其他方未能对提供**专业服务**的成本做出准确的评估或估价而导致的**赔偿请求**；或
6. 与**被保险人的**任何债务或**被保险人为**任何债务所做的担保、其他保证或义务有关的**赔偿请求**；

第十一条 关联方对被保险人提出的赔偿请求

任何直接或间接地由下述自然人或实体提出或以其名义提出的**赔偿请求**：

1. 任何完全或部分拥有、经营、管理或控制**被保险人的**自然人或实体；
2. 任何**被保险人**经营、管理或控制的实体；或
3. 任何**被保险人**直接或间接持有 49%或以上权益的实体。  
权益包括但不限于以股权及表决权形式表现的所有权益；

第十二条 追溯日之前的不当行为

在本保险合同明细表第十一项追溯日之前做出或被指控做出的**不当行为**导致的**赔偿请求**；

**第十三条 地域范围**

任何因发生于本保险合同明细表第十二项承保区域以外的

1. **不当行为**；
  2. **第三方的文件丢失、损毁、损坏、误置或被删除**；
  3. **侵害名誉权的行为或诽谤**；或
  4. **侵犯知识产权的行为**
- 导致的**赔偿请求**；

**第十四条 司法管辖范围**

1. 任何适用本保险合同明细表第十三项**司法管辖范围**以外的法律的**赔偿请求**；
2. 任何向本保险合同明细表第十三项**司法管辖范围**以外的法院提起的**赔偿请求**；或
3. 任何与执行本保险合同明细表第十三项**司法管辖范围**以外的法院判决有关的**赔偿请求**；

**第十五条 非被保险人的专业服务**

任何不是代表**被保险机构**提供的**专业服务**导致的**赔偿请求**；

**第十六条 产品责任、产品召回、雇主责任及公众责任**

任何与以下各项有关的**赔偿请求**：

1. **被保险机构**或代表**被保险机构**制作、分销、提供、售卖、安装、维修、维护、处置、组装或处理的任何产品；
2. 任何因产品停止销售或召回而产生的费用；
3. 任何**被保险个人**由于受雇或在雇佣期间因工作死亡、遭受人身伤害或患有疾病；或
4. **被保险人**拥有或占有使用的任何场所；

**第十七条 工艺质量**

任何与**被保险人**或代表**被保险人**制造、组建、建造、装置、安装、组装、更改、矫正、修理、拆卸或清拆（包括提供与上述工序有关的任何物料、部件、设备）的工艺质量问题有关的**赔偿请求**；

**第十八条 材料置换**

任何与为了节约成本而用花费更少的材料替代原本所需的物质材料有关的**赔偿请求**。

**第十九条 身体伤害**

与任何人死亡、身体伤害、伤病、疾病（包括精神伤害）有关的**赔偿请求**，但是，如果该**赔偿请求**是由于**被保险人**或其顾问、承包人、分包人或代理人提供的**专业服务**中存在**不当行为**所直接导致的，则**保险人**仍负赔偿责任；

**第二十条 有形财产损坏**

任何与以下有关的**赔偿请求**：

1. 任何有形财产的损坏或损毁，包括丧失使用价值；或
2. 有形财产并无损坏或损毁但丧失使用价值；

但是，如果该**赔偿请求**是由于**被保险人**或其顾问、承包人、分包人或代理人提供的**专业服务**中存在**不当行为**所直接导致的，则**保险人**仍负赔偿责任；

**第二十一条 侵犯专利权**

任何与侵犯专利权（无论是故意或非故意）有关的**赔偿请求**；

**第二十二条 机动车辆、船及航天器**

任何与由**被保险人**或代表其或受其指示对船只、机动车辆、航天器或任何种类的机动载器的所有权、租赁、经营、使用及装卸货有关的**赔偿请求**；

**第二十三条 污染、核辐射及石棉**

任何与以下有关的**赔偿请求**：

1. 任何事实或被指控造成或有可能造成任何类型的污染；
2. 任何避免、监测、清除、遏制、处理、解毒、中和、抵消或清理污染物的费用；
3. 任何由核材料，或与核爆炸品、核燃料、核废料、核装置或核组件有关的有害物质造成的辐射或放射性污染；或
4. 任何形式或份量的石棉；

**第二十四条 战争及恐怖主义**

任何与战争、类似战争行为、敌对行为、军事行动、武装冲突、恐怖活动、叛乱、骚乱或暴动有关的**赔偿请求**。

## 四、理赔处理

### 第二十五条 索赔通知

1. 对于**被保险人在保险期间**遭受的**赔偿请求**，**投保人或被保险人**应在可行的情况下立即以书面形式通知**保险人**，如果本保险合同已届满，则不得迟于届满后的 60 天内以书面形式通知**保险人**。所有索赔通知必须包括：
  - (1) 对**赔偿请求**的具体描述，包括发生何种**不当行为**、发生**不当行为**的日期、首次知悉**赔偿请求**的方式及首次知悉**赔偿请求**的日期；
  - (2) 所有当事人的详细资料；
  - (3) 提供已收到的、针对**被保险人的书面赔偿要求**、主张、法院传票及其他法律文书的复印件；及
  - (4) 其他与确认**赔偿请求**的性质、原因、**损失**程度等有关的证明和资料。
2. **投保人或被保险人**如果在**保险期间**内获悉任何**可赔情形**并以书面形式通知**保险人**，其后与该**可赔情形**相关的**赔偿请求**应被视为**被保险人在保险期间**内首次遭受的**赔偿请求**。所有**可赔情形**通知必须包括：
  - (1) 对**可赔情形**的具体描述，包括发生何种**不当行为**、发生**不当行为**的日期、首次知悉**赔偿请求**的方式及首次知悉**赔偿请求**的日期；
  - (2) 所有当事人的详细资料；及
  - (3) **被保险人**认为可能遭受**赔偿请求**的理由。
3. **投保人或被保险人**应依据本保险合同明细表第十五项所载的联系方式邮寄或传真索赔或**可赔情形**的通知。
4. 如果**被保险人**因故意或重大过失未按上述约定通知**保险人**，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。

### 第二十六条 抗辩及理赔

**保险人**有权但并无义务对本保险合同的**赔偿请求**进行抗辩，但在任何时候，**保险人**有权以**被保险人的名义**代替**被保险人**进行抗辩。

**保险人**只对事先书面同意的和解、承认的责任、承诺、出价、承担的义务、付款或**抗辩费用**对**被保险人**进行赔偿。

保险人可对任何赔偿请求作出和解，但须获得被保险人的书面同意。如被保险人拒绝接受该和解时，保险人的赔偿责任以被保险人应可达成和解的金额，加上拒绝接受和解当日及之前的抗辩费用的总和为限。

保险人收到被保险人理赔申请和资料后，应当及时作出核定；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。

#### 第二十七条 损失减少

被保险人应尽注意义务，采取所有合理措施，尽可能地避免或减少保险合同项下的损失。投保人及被保险人应向保险人提供其合理所需的资料和协助，使保险人能够调查损失，确定保险人于本保险合同项下的赔偿责任。

#### 第二十八条 责任分摊

如果赔偿请求涉及本保险合同承保与未承保的事项，被保险人和保险人应根据承保与不承保的事项在法律和财务上的风险，公平合理地分担抗辩费用、和解或判决的金额。

如果保险人与被保险人对分摊无法达成共识，应按照本保险合同第三十条的规定解决争议。

#### 第二十九条 代位求偿

保险人自向被保险人赔付之日起，取得在赔偿金额范围内代位追偿的权利，包括有权以被保险人的名义对有关责任方要求补偿、分摊或追偿。保险人行使代位追偿时，被保险人应当积极协助与合作，签署并提供必要的文件和有关情况。

未经保险人书面同意，被保险人不得自行放弃任何权利，或就补偿、分摊或追偿的事宜与有关责任方和解。

#### 第三十条 争议解决

本保险合同适用中华人民共和国法律（不包括香港、澳门及台湾地区的法律），并按照中华人民共和国法律进行解释。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，提交本保险合同明细表第十六项载明的仲裁机构仲裁；保单合同明细表未载明仲裁机构或在争议产生后无法就选择仲裁机构达成一致，依法向有管辖权的中华人民共和国人民法院起诉。



## 五、附则

### 第三十一条 赔偿限额

对于每次**赔偿请求**造成的损失，**保险人**的赔偿责任不超过本保险合同明细表第六项（一）所载的限额。

在**保险期间**内，对于所有**赔偿请求**造成的损失，**保险人**的累计赔偿责任不应超过本保险合同明细表第六项（二）所载的限额。

**抗辩费用**构成赔偿限额的一部分，而并非是在**赔偿限额**基础上累加。即使存在多个**被保险人**，亦不会增加**保险人**在本保险合同项下应付的累计赔偿金额。

### 第三十二条 免赔额

**保险人**仅就超过本保险合同明细表第九项所载的免赔额以上的**损失**承担赔偿责任。免赔额为**保险人**不负赔偿责任的、由**被保险人**自行承担**损失**的额度。

### 第三十三条 保险合同的解除

**投保人**可提前 30 天以邮递的方式向**保险人**发出书面通知解除本保险合同，**保险人**将根据本保险合同实际的生效期间按日比例收取保险费。

如果**投保人**、**被保险机构**或一名或多名**被保险人**在投保过程中被发现因故意或重大过失不履行如实告知义务、欺诈或蓄意欺骗**保险人**，足以影响**保险人**决定是否同意承保或者适用比本保险合同明细表第十项所载的保费更高的保费的，**保险人**有权根据中华人民共和国保险法的规定解除本保险合同。

### 第三十四条 保险费支付期限

**投保人**应于本保险合同生效之日起 60 天内缴纳本保险合同第十项所载的保险费，否则**保险人**有权立即解除本保险合同，且不受上述解除通知期限的限制。

### 第三十五条 重大变更

若**投保人**在**保险期间**内停止存续或停业、被其他自然人或实体合并或收购 50% 以上权益、破产或清算或被勒令停业或被整顿（统称为重大变更），本保险合同对**被保险人**在重大变更开始前因从事或被指控从事**不当行为**导致的**赔偿请求**，提供的保障将继续有效至**保险期间**届满。**投保人**可要求**保险人**扩展承保因重大变更开始以后的**不当行为**所导致的**赔偿请求**，但**投保人**应当向**保险人**提供充分的资料，让**保险人**得以评估可能增加的风险。**保险人**有权决

定是否承保或是否在**保险期间**内修改本保险合同条款，包括收取合理的附加保险费。权益包括但不限于以股权及表决权形式表现的所有权益。

第三十六条 保密

除非在必要的情况下，**被保险人**不应向任何人或机构披露本保险合同的存在。

第三十七条 其他保险

如果本保险合同承保的**损失**也由其他保险承保（包括但不限于：建筑工程一切险、安装工程一切险、管理责任险、雇主责任险、产品责任险、公众责任险或综合责任险），无论该其他保险是基层的、分摊性的、超额赔付的、非补偿型的或其他类型的，除非该其他保险明确指明为本保险合同的超赔保险，否则本保险合同仅负责赔付超过该其他保险的赔偿金额及免赔额的总和以上的**损失**。

## 六、定义

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第三十八条 **可赔情形**指导致或可能导致**被保险人**遭受**赔偿请求**的任何情形、事件或事实根据。

第三十九条 **赔偿请求**指因**不当行为**而对**被保险人**提出的任何：

1. 书面的赔偿要求；
2. 民事诉讼；
3. 仲裁；
4. 调解；或
5. 行政或监管调查。

由单一或相关的不当行为所引起的多个**赔偿请求**应视为一次**赔偿请求**。

第四十条 **抗辩费用**指**被保险人**或其代表对任何**赔偿请求**作出抗辩、应对调查、和解或上诉的合理的法律费用及其他有关费用，但上述费用需事先得到**保险人的**书面同意。

第四十一条 **文件**指任何形式的文件资料，包括计算机记录和电子数据资料，但不包括不记名债券、支票、汇票、票证、邮票、银行票据或纸钞、或其它流通票据。

第四十二条 **雇员**指在本保险合同订立之前、当时或之后与**被保险机构**签订劳动合同的任何自然人，但不包括**被保险机构**的负责人、合伙人、董事或高级管理人员。

第四十三条 **被保险人**指**被保险机构**或**被保险个人**。

第四十四条 **被保险机构**指本保险合同明细表第二项所载的实体，包括其分支机构。

第四十五条 **被保险个人**指**被保险机构**在订立本保险合同之前、当时或之后的负责人、合伙人、董事、高级管理人员或**雇员**，但不包括**被保险机构**的顾问、承包人、分包人、借调人员或代理人。

第四十六条 **保险人**指丘博保险（中国）有限公司。

第四十七条 **损失**指因本保险合同承保的**赔偿请求**所造成的：

1. 经裁决或判决**被保险人**依法应付的赔偿金额及应承担的法律费用；
2. 经**保险人**事先书面同意的和解金额；或
3. **抗辩费用**。

**损失**不包括：

1. 任何税款；
2. 任何性质的罚金或罚款（无论是民事、刑事或行政的罚金或罚款）；
3. 非补偿性赔偿金，包括惩罚性损害赔偿；
4. **被保险人**因须遵守司法命令、特许令或约定而实施禁止令或提供非金钱性补偿所产生的费用；
5. **被保险人**减少收取或返还已收取的任何专业服务费用。

第四十八条 **保险期间**指本保险合同明细表第五项所载的期间。

第四十九条 **投保人**指本保险合同明细表第一项所载的实体。

第五十条 **专业质询**指**被保险人**需依法出席的，与**被保险人**对**工程项目**所提供的**专业服务**有关的任何行政或监管程序、官方调查、质询或听证，而且此程序、调查、质询或听证产生的裁决将导致本保险合同可能承保的对**被保险人**提起的**赔偿请求**。

第五十一条 **专业服务**指在**被保险人**提供在本保险合同明细表第三项列明的专业服务。

第五十二条 **工程项目**指本保险合同明细表第四项所载工程项目。

第五十三条 **第三方**指除了**投保人**或**被保险人**之外的任何自然人、实体、监管机构或其他组织。

第五十四条 **不当行为**指**被保险人**提供的**专业服务**事实或被指控存在违反职责、过失的行为或过失的不作为，包括应提供而事实或被指控未能提供该**专业服务**。

-- 完 --

- NOTICE -

This policy, the schedule to this policy, the proposal form in applying for this policy which, together with its attachments and all underwriting information submitted, and the endorsements is incorporated in and forms part of this contract.

Words in bold lettering have special meaning and are defined in this policy. Headings are included for convenience only and do not affect the interpretation of this policy.

**Please read the policy wording carefully, particularly the EXCLUSIONS highlighted.**

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.

## SINGLE PROJECT PROFESSIONAL INDEMNITY INSURANCE

(Version 2015)

Whereas the **Policyholder** has submitted the proposal form to the **Insurer** and has agreed to pay the Premium specified in the Item 10 of the schedule to this policy within the agreed time and subject to all of the provisions of this policy, the **Insurer** agrees as follows:

### 1. Insuring Clause

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Article 1      The **Insurer** shall pay on behalf of the **Insured** against **Loss** arising from any **Claim** first made against the **Insured** by any **Third Party** and notified in writing to the **Insurer** as per Article 25 of this policy by the **Policyholder** or the **Insured** during the **Period of Insurance** for any **Wrongful Act** committed or allegedly committed by the **Insured** solely in providing **Professional Services** in respect of the **Project** specified in Item 4 of the schedule to this policy.

### 2. Extension

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Article 2

Professional Inquiry

The **Insurer** shall pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by the **Insured** (but excluding the **Insured**'s salaries, wages, fees, commissions, awards, bonuses, travel and accommodation expenses) in preparing for and attending a **Professional Inquiry** in respect of the **Project** provided that:

1. such costs and expenses were incurred with the prior written consent of the **Insurer** which consent will not be unreasonably withheld; and
2. The notice requiring the **Insured** to attend the **Professional Inquiry** is first served upon the **Insured** and notified in writing to the **Insurer** as per Article 25 of this policy by the **Policyholder** or the **Insured** during the **Period of Insurance**.

The **Insured** shall repay to the **Insurer** all payments of **Professional Inquiry** costs and expenses incurred on the **Insured**'s behalf if and to the extent it is established that such costs and expenses are not insured under the policy.

The cover provided under this Article is sub-limited to the amount specified in Item 7 of the schedule to this policy. This sub-limit forms part of and is not payable in addition to the limit of liability specified in Item 6 of the schedule to this policy.

Article 3

Loss of Documents

The **Insurer** shall pay on behalf of the **Insured** the cost the **Insured** incurred and notified in writing to the **Insurer** as per Article 25 of this policy during the **Period of Insurance** by the **Policyholder** or the **Insured** for replacing and restoring any **Third Party's Documents** which are destroyed, damaged or after diligent search cannot be found, provided that such destruction or damage or loss takes place during the **Period of Insurance** and must result from the provision of **Professional Services** by the **Insured** in respect of the **Project**.

No cover is provided for any destruction, damage or loss of **Documents** arising out of or attributable to wear, tear or any other non-human factor.

The cover provided under this Article is sub-limited to the amount specified in Item 8 of the schedule to this policy. This sub-limit forms part of and is not payable in addition to the limit of liability specified in Item 6 of the schedule to this policy.

Article 4

Vicarious Liability

The **Insurer** shall pay on behalf of the **Insured** against **Loss** resulting from any **Claim** first made against the **Insured** by any **Third Party** and notified in writing to the **Insurer** as per Article 25 of this policy by the **Policyholder** or the **Insured** during the **Period of Insurance** arising from any consultant, contractor, subcontractor or agent of the **Insured** for whose **Wrongful Act** the **Insured** is legally liable by reason of the conduct of the **Professional services** in respect of the **Project**.

This Article neither affords coverage to any consultant, contractor, subcontractor or agent of the **Insured** nor makes any such person or entity an **Insured**.

Article 5 Infringement of Reputation Right / Defamation

The **Insurer** shall pay on behalf of the **Insured** against **Loss** arising from any **Claim** first made against the **Insured** by any **Third Party** and notified in writing to the **Insurer** as per Article 25 of this policy by the **Policyholder** or the **Insured** during the **Period of Insurance** for

1. infringement of reputation right committed unintentionally; or
  2. libel or slander committed without malice by reason of words written or spoken or broadcasted by electronic data processing device,
- by the **Insured** solely in providing **Professional Services** in respect of the **Project**.

Article 6 Infringement of Intellectual Property Right (Excluding Patents)

The **Insurer** shall pay on behalf of the **Insured** against **Loss** arising from any **Claim** first made against the **Insured** by any **Third Party** and notified in writing to the **Insurer** as per Article 25 of this policy by the **Policyholder** or the **Insured** during the **Period of Insurance** for unintentional infringement of any intellectual property right **except patents** by the **Insured** solely in providing **Professional Services** in respect of the **Project**.

Article 7 Heirs, Estates and Legal Representatives

If an **Insured** dies, becomes incompetent, insolvent or bankrupt, the **Insurer** shall pay on behalf of the estate, heirs, or legal representatives of the **Insured** against **Loss** arising from any **Claim** first made against the estate, heirs, or legal representatives of the **Insured** by any **Third Party** and notified in writing to the **Insurer** as per Article 25 of this policy by the **Policyholder** or the estate, heirs, or legal representatives of the **Insured** during the **Period of Insurance** for any **Wrongful Act** committed or allegedly committed by the **Insured** solely in providing **Professional Services** in respect of the **Project**.

However, this extension shall not afford cover for any **Claim** for any wrongful act of the estate, heirs, or legal representatives.

### 3. Exclusions

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The **Insurer** shall not be liable under this policy to make any payment for **Loss** directly or indirectly resulting from a **Claim**:

Article 8 Fraudulent, Criminal or Other Intentional Conduct

based upon, arising from, or in consequence of any **Insured** committing or permitting any dishonest, fraudulent, criminal or other intentional act if such act is found to be dishonest, fraudulent, criminal, or intentional by court ruling, regulatory ruling or written admission of such **Insured**:

Article 9 Prior Matters

based upon, arising from, or in consequence of :

1. any **Claim** made, threatened or intimated against the **Insured** before the commencement of the **Period of Insurance**;
2. any **Circumstance** of which the **Insured** first became aware or ought to reasonably aware before the commencement of the **Period of Insurance**; or
3. any **Circumstance** which has been notified or should have been notified to the **Insurer** or any other **Insurer** before the commencement of the **Period of Insurance**.

Article 10 Commercial Risk and Assumed Liability

based upon, arising from or in consequence of:

1. any liability assumed by an **Insured** under any agreement in any form (including but not limited to warranty, guarantee, indemnity or other hold harmless agreement) except to the extent that the **Insured** would have been legally liable in the absence of such arrangement;
2. the insolvency, receivership, administration, bankruptcy or liquidation of the **Insured** or any party involved in any project;
3. the failure to provide, effect, or maintain any bond, surety or insurance;
4. any trading debt incurred by the **Insured**;



5. the refund of professional fees or any failure by any **Insured** or other party acting for the **Insured** to make an accurate estimates or pre-assessment of the cost of performing **Professional Services**; or
6. any debt, or any guarantee or other undertaking or obligation given by an **Insured** for a debt.

Article 11 Related Parties

brought or maintained by or on behalf of:

1. any natural person or entity which wholly or partly owns, operates, manages or controls the **Insured**;
2. any entity which the **Insured** operates, manages or controls; or
3. any entity which the **Insured** directly or indirectly has more than 49% financial interest.

Financial interest includes but not limited to the ownership interest of an entity in the form of equity or voting rights;

Article 12 Retroactive Date

based upon, arising from, or in consequence of any **Wrongful Act** committed or alleged to have committed prior to the Retroactive Date specified in the Item 11 of the schedule to this policy;

Article 13 Geographical

based upon, arising from, or in consequence of

1. any **Wrongful Act**;
2. any loss, destruction, damage, misplacement or erasure of **Third Party's Documents**;
3. any infringement of reputation right, libel or slander; or
4. any infringement of any intellectual property right,

which occurred outside of the Territory specified in Item 12 of the schedule to this policy;

Article 14 Jurisdictional

1. involving the application of the law outside of the Jurisdiction specified in the Item 13 of the schedule to this policy;

2. brought in any Court outside of the Jurisdiction specified in the Item 13 of the schedule to this policy; or
3. to enforce a judgment obtained in any Court outside of the Jurisdiction specified in the Item 13 of the schedule to this policy;

**Article 15**    Non-Insured's Professional Services

based upon, arising from, or in consequence of any **Professional Services** which are not performed on behalf of the **Insured Organisation**;

**Article 16**    Product Liability, Product Recall, Employer's Liability and Occupiers' Liability

based upon, arising from, or in consequence of:

1. any goods or products manufactured, distributed, supplied, sold, installed, repaired, maintained, treated, assembled or processed by or on behalf of any **Insured Organisation**;
2. any cost or expense incurred in withdrawing any product or good from sale or recalling any product or good;
3. the death, bodily injury, disease or illness of an **Insured Person** arising out of or in the course of his/her employment; or
4. the ownership or occupation of any real property by an **Insured**;

**Article 17**    Workmanship

based upon, arising from, or in consequence of faulty workmanship committed by or on behalf of the **Insured** in any manufacture, fabrication, construction, erection, installation, assembly, alteration, remediation, repair, demolition or disassembly (including any materials, parts or equipment furnished in connection therewith);

**Article 18**    Material Substitution

based upon, arising from or in consequence of any allegation that physical materials were substituted with materials of a lesser value in order to save cost;

**Article 19**    Bodily Injury

based upon, arising from or in consequence of the death or bodily injury, sickness or disease (including mental injury) of any person unless it results directly from a **Wrongful Act** of the **Insured** or its consultant, contractor, subcontractor or agent solely in providing **Professional Services**;

Article 20 Property Damage

based upon, arising from or in consequence:

1. damage to or destruction of any tangible property including the loss of use thereof; or
2. the loss of use of tangible property which has not been damaged or destroyed, unless it results directly from a **Wrongful Act** of the **Insured** or its consultant, contractor, subcontractor or agent solely in providing **Professional Services**

Article 21 Patent Infringement

based upon, arising from, or in consequence of any intentional or unintentional patent infringement;

Article 22 Mobile Vehicles

based upon arising from, or in consequence of the ownership, rental, leasing, operation, use, loading or unloading, by, on behalf of or at the direction of the **Insured**, of watercraft, motor vehicles, aircraft or mobile vehicles of any kind;

Article 23 Pollution, Radiation and Asbestos

based upon, arising from, or in consequence of:

1. any actual, alleged or threatened pollution in whatever kind;
2. any cost of preventing, monitoring, removing, containing, treating, detoxifying, neutralising, nullifying or cleaning up of pollutant;
3. any ionising radiations or contamination by radioactivity from any nuclear material or any hazardous properties of any nuclear explosive, fuel, waste, assembly or components; or
4. asbestos in whatever form or quantity;

Article 24 War and Terrorism

based upon, arising from, or in consequence of any war, warlike, hostilities, military, armed conflict, terrorism, revolution, civil disorder or rebellion.

## 4. Claims

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Article 25 Notification

1. The **Policyholder** or the **Insured** shall give written notice to the **Insurer** of any **Claim** made against the **Insured** as soon as practicable during the **Period of Insurance**, but always no later than 60 days after the termination of this policy. All notification of **Claim** must include the following information:
  - (1) a specific description of the **Claim**, including the **Wrongful Act** involved, the manner in which the **Insured** first became aware of the **Claim**, and the relevant dates;
  - (2) the details of any parties involved;
  - (3) a copy of any written demand or assertion, any writ and any document commencing proceedings against the **Insured** once available; and
  - (4) other relevant evidence or materials in connection with the determination of the nature of the **Claim**, the cause of the **Claim** and the extent of the **Loss**.
2. If the **Policyholder** or the **Insured** becomes aware of any **Circumstance** during the **Period of Insurance** and give written notice to the **Insurer**, any **Claim** which may subsequently be made against the **Insured** arising out of that **Circumstance** shall be deemed first made against the **Insured** during the **Period of Insurance**. All notification of **Circumstance** must include the following information:
  - (1) a specific description of the **Circumstance**, including the **Wrongful Act** involved, the manner in which the **Insured** first became aware of the **Circumstance**, and the relevant dates;
  - (2) the details of any parties involved; and
  - (3) the reasons for anticipating the **Claim**.
3. All notifications must be in writing or by facsimile, and addressed as required in the Item 15 of the schedule to this policy.
4. If there is a late notification by the **Policyholder** or the **Insured** due to his willful act or gross negligence, which makes the **Insurer** not able to ascertain the nature, cause and extent of the loss, the **Insurer** shall not be liable under this policy to make any payment for such uncertain part of damage, except that the **Insurer** is aware or ought to be aware of the occurrence timely by other means.

Article 26 Defence and Settlement

The **Insurer** shall have the right but not the duty to associate in the defence of any **Claim** to which this policy may apply. The **Insurer**, however, may take over and conduct in the name of any **Insured** of the defence of any **Claim**.

The **Insurer** is not liable to pay on behalf of any **Insured** for any settlement, admitted liability, promise, offer, assumed obligation, payment or **Defence Costs** unless the **Insurer** provides its prior written consent.

The **Insurer** may make any settlement of any **Claim** it deems expedient with respect to any **Insured**, subject to such **Insured**'s written consent. If any **Insured** withholds consent to such settlement, the **Insurer**'s liability will be limited to the amount for which the **Claim** could have settled, plus the **Defence Costs** incurred up to the date the refusal to consent was made.

Upon receipt of claim by the **Insured**, the **Insurer** shall render its determination in a timely manner; For complicated cases, it is hereby agreed to allow an extension of no more than 180 days, or further extension if needed subject to the agreement by both parties.

Article 27 Loss Mitigation

The **Insured** shall use due diligence and do all things reasonably practicable to avoid or diminish any **Loss** under this policy. The **Policyholder** or the **Insured** shall also give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** and determine the **Insurer**'s liability under this policy.

Article 28 Allocation

If any **Claim** involves both covered matters and matters not covered by this policy, a fair and proper allocation of **Defence Costs**, settlements or judgments shall be made between the **Insured** and the **Insurer**, taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

If an allocation cannot be agreed between the **Insured** and the **Insurer**, both parties shall resolve the dispute in accordance with the provisions set forth in the Article 30 of this policy.

Article 29 Subrogation

If any payment is to be made by the **Insurer** in respect of a **Claim** under this policy,

the **Insurer** will be subrogated to all rights of indemnity, contribution or recovery of the **Insured** in relation to that payment. The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured**, who shall provide the **Insurer** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. No **Insured** may surrender any right, or settle any **Claim** for indemnity, contribution or recovery, without the prior written consent of the **Insurer**.

Article 30 Dispute Resolution

This policy shall be governed by and interpreted in accordance with the laws of the People's Republic of China (excluding the laws of 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 Item 16 of the schedule to this policy for arbitration. If an arbitration tribunal is not specified on the schedule to this policy 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 courts.

## 5. General Conditions

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Article 31 Limit of Liability

The total amount payable by the **Insurer** from any one **Claim** under this policy shall not exceed the sum specified in Item 6(a) of the schedule to this policy.

The total amount payable by the **Insurer** in the aggregate for **Loss** arising from all **Claims** during the same **Period of Insurance** shall not exceed the sum specified in Item 6(b) of the schedule to this policy.

**Defence Costs** are part of that amount and are not payable in addition to the limit of liability. The inclusion of more than one **Insured** under this policy does not operate to increase the total amount payable by the **Insurer** under this policy.

Article 32 Retention

The **Insurer** shall only pay for the amount of any **Loss** which is in excess of the amount specified in Item 9 of the schedule to this policy as the Retention. The retention amount is to be borne by the **Insured** and shall remain uninsured.

Article 33 Cancellation

This policy may be cancelled by the **Policyholder** by giving mailing written notice of 30 days to the **Insurer**. In such case, the **Insurer** shall be entitled to a pro-rata proportion of the premium.

This policy may be cancelled by the **Insurer** in accordance with the Insurance Law of the People's Public of China in the event that the **Policyholder**, **Insured Organisation** or one or more **Insured Persons** committed fraudulent conduct, non-disclosure, misrepresentation or intent to deceive the **Insurer** during the application of this insurance, provided that such conduct, act or intent would make the **Insurer** decline to enter into an insurance relationship with the **Policyholder** or would make the **Insurer** apply a higher premium than the premium specified in the Item 10 of the schedule to this policy.

Article 34 Premium Payment Warranty

The premium as stated in Item 10 of the schedule to this policy shall be paid within 60 days from the inception date of this policy. If the premium is not paid to the **Insurer** within the said 60 days, then the **Insurer** shall have the right, in its sole and absolute discretion, to immediately cancel this policy in its entirety without giving any prior notice.

Article 35 Material Changes

In the event that the **Policyholder** ceases to exist or operate, is merged into or acquired by another natural person or entity for at least a 50% financial interest, is going into insolvency or liquidation or any of its business or operation is suspended for rectification (collectively known as "Material Change") during the **Period of Insurance**, the coverage provided under this policy for the **Policyholder** shall continue until the end of the **Period of Insurance**, provided that such coverage shall only apply in respect of a **Claim** that arises from the **Wrongful Act** committed or allegedly committed before the date the Material Change. The **Policyholder** may request an extension provided that the **Policyholder** shall give the **Insurer** sufficient details to permit the **Insurer** to assess and evaluate the potential increase in exposure. The **Insurer** shall be entitled to decide whether to accept the request or amend the policy terms and conditions, during the **Period of Insurance**, including by the charging of a reasonable additional premium. Financial interest includes but not limited to the ownership interest of an entity in the form of equity or voting rights.

Article 36 Confidentiality

The **Insured** shall not disclose the existence of this policy to any person or organization unless it is necessary.

Article 37 Other Insurance

If any **Loss** under this policy is insured under any other insurance policy (including but not limited to any contractors all risks, erection all risks, management liability, employers' liability, product liability, public liability or general liability insurance), then this policy shall cover such **Loss**, subject to terms and conditions, only to the extent that the amount of such **Loss** is in excess of the applicable retention or deductible and limit of liability of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limit of liability provided in this policy.

## 6. Definitions

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Article 38 **Circumstance** means any fact, matter or circumstance which gives rise to a **Claim** or has the potential to give rise to a **Claim**.

Article 39 **Claim** means:

1. any written demand;
2. any civil proceeding;
3. any arbitral process;
4. any mediation; or
5. any administrative or regulatory investigation

against an **Insured** for a **Wrongful Act**. Any **Claim** based upon, arising from, or in consequence of a single or related **Wrongful Act** constitutes a single **Claim**.

Article 40 **Defence Costs** means any reasonable legal costs and related expenses incurred by or on behalf of the **Insured** with the prior written consent of the **Insurer** in the investigation, defence, settlement or appeal of any **Claim**.



Article 41 **Documents** means all documents of any nature whatever including computer records and electronic data material but does not include bearer bonds, cheques, bills of exchange, coupons, stamps, bank or currency notes or any other form of negotiable instrument.

Article 42 **Employee** means any natural person who is a past, present or future employee expressly engaged as an employee under a contract of employment with the **Insured Organisation**. **Employee** does not include any principal, partner, director or officer of the **Insured Organisation**.

Article 43 **Insured** means the **Insured Organisation** and the **Insured Person**.

Article 44 **Insured Organisation** means the entity specified in Item 2 of the schedule to this policy, including any branch of such entity.

Article 45 **Insured Person** means any past, present or future principal, partner, director, officer or **Employee** of the **Insured Organisation**. **Insured Person** does not include any consultant, contractor, subcontractor or agent of the **Insured**.

Article 46 **Insurer** means Chubb Insurance (China) Company Limited.

Article 47 **Loss** means:

1. damages or legal expenses payable by the **Insured** pursuant to an award or judgment entered against the **Insured**;
2. settlements with the prior consent of the **Insurer**; or
3. **Defence Costs**

in respect of a **Claim** which is covered under this policy.

**Loss** does not include:

1. any taxes;
2. fines or penalties (whether civil, administrative or criminal);
3. non-compensatory damages including punitive, aggravated or exemplary damages;
4. any costs incurred by the **Insured** in complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; or

5. any amount which constitutes reduction or return of fees or expenses, in whole or in part, paid to or charged by an **Insured**.

Article 48 **Period of Insurance** means the period specified in Item 5 of the schedule to this policy.

Article 49 **Policyholder** means any entity specified in the Item 1 of the schedule to this policy.

Article 50 **Professional Inquiry** means any administrative or regulatory proceeding, official investigation, inquiry or hearing into the performance of **Professional Services** in respect of the **Project** by the **Insured** which the **Insured** is legally required to attend if findings from such proceeding, investigation, inquiry or hearing could lead to a **Claim** being made against the **Insured** which may be covered under this policy.

Article 51 **Professional Services** means the professional services provided by **Insured** as specified in the Item 3 of the schedule to this policy.

Article 52 **Project** means the project specified in the Item 4 of the schedule to this policy.

Article 53 **Third Party** means any natural person, entity, regulator or any other organisation; provided, however, **Third Party** does not mean the **Policyholder** or any **Insured**.

Article 54 **Wrongful Act** means any negligent act, negligent error or negligent omission committed or allegedly committed by an **Insured**, including any actual or alleged failure to perform such **Professional Services**.

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