

安达场所污染责任保险

(突发及意外保障)

本保单为索赔提出制保单。请仔细阅读本保单。本保单部分条款限制了承保范围，明确了责任范围及除外责任，指明了权利及义务。法律抗辩费用适用有关责任限额和自留额的规定，且将从责任限额和自留额中扣减。

本保单中，“保险人”一词指提供保险之本公司。出现在引号中的其他词语具有特定含义并规定于本保单第五条-定义部分中。

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“被保险人”支付保费并在本保单投保书中作出相应陈述，包括所提供的相关信息，保险人同意依据本保单的所有条款、定义、条件、除外责任和限制，为列明的“被保险人”提供以下所列保险。

一、 责任范围

新污染状况责任范围

根据明细表的规定，保险人同意就超过“自留额”以上部分，赔偿“被保险人”因在“承保地点”或其地下或源自该地点的“污染状况”导致的“索赔”所致其依法应承担的赔偿责任、“补救费用”，及相关的“法律抗辩费用”。保险人进行赔偿的前提为该“索赔”是在“保险期间”内首次提出或“被保险人”于此期间内首次发现该“污染状况”；任何此“索赔”或发现必须于“保险期间”内或适用的“扩展报告期”内书面报告给保险人。

以上保险保障仅适用于整体首次发生于保单起保日(见明细表项目 2. a.)之时或之后的“污染状况”。

二、 责任限额和自留额

- (一) 兹同意，保险人赔偿任何承保的“索赔”、“补救费用”或“法律抗辩费用”的前提是“被保险人”已以合法货币全额偿付了“自留额”。无论如何，保险人不负责赔偿任何“自留额”内的额度。
- (二) “自留额”适用于由相同的、持续的、重复的或相关的“污染状况”导致的所有“索赔”、“补救费用”及“法律抗辩费用”。
- (三) 保险人对由相同的、持续的、重复的、或相关的“污染状况”导致的所有“索赔”、“补救费用”及“法律抗辩费用”的赔偿的最高额度为明细表项目 2. b. 中所列限额。
- (四) 明细表项目 2. c. 中所列限额应为保险人在本保单项下对于全部“污染状况”导致的所有“索赔”、“补救费用”及“法律抗辩费用”的累计责任限额。
- (五) 若保险人已就“承保地点”在一个或多个保险期间内签发了索赔提出制场所污染责任保单，且：
 1. 如某一“污染状况”的发现已根据保单的条款及条件报告给了保险人，则在后续的场所污染责任保单项下报告给保险人的所有该持续的、重复的或相关的“污染状况”应被视为已在前述“保险期间”内被发现；且
 2. 对前述“保险期间”内发现的“污染状况”，包括任何持续的、重复的或相关的“污染状况”导致的“人身伤害”、“财产损失”或“补救费用”的所有“索赔”应被视为在所述“保险期间”内已被首次提出并报告。

上述约定的前提为自此“污染状况”被发现并报告给保险人或针对“被保险人”的该“索赔”被首次提出并报告给保险人以来，“被保险人”在保险人处连续投保获得了持续的、未中断的场所污染责任保险保障。

三、 抗辩及和解

- (一) 保险人有权但无义务对本保险承保的“索赔”为“被保险人”进行抗辩。对于本保险不承保的“索赔”，保险人无义务为“被保险人”进行抗辩。一旦责任限额用尽，则保险人对该“索赔”的抗辩权利和赔偿任何损失的义务即终止。

- (二) 保险人有权选择法律顾问代表“被保险人”对本保单承保的“索赔”进行调查、理算及抗辩。保险人应在取得“被保险人”同意的情况下选择法律顾问，除非有正当理由，“被保险人”不得拒绝保险人选择法律顾问。对于发生在保险人选择法律顾问之前的“法律抗辩费用”，本保单将不予承保，也不会被计入“自留额”中。
- (三) “被保险人”有聘请合格的环境顾问对本保单承保的任何“污染状况”进行调查和/或补救的权利及义务。除在“紧急响应”情形下，“被保险人”在聘请此顾问之前必须征得保险人的书面同意，“被保险人”在获得同意之前发生的任何费用将不被本保单承保，也不会被计入“自留额”中。
- (四) “法律抗辩费用”会扣减明细表项目 2. 及 3. 中所列责任限额且应适用“自留额”。
- (五) 保险人应将所有和解提议提交给“被保险人”。若保险人在责任限额内提出的超过适用“自留额”的和解方案是索赔人可接受的，且该方案不会给“被保险人”带来额外不合理负担，但“被保险人”拒绝接受该和解提议，则“被保险人”应独立对该“索赔”进行抗辩。保险人的赔偿责任将不超过若保险人的建议被接受，此“索赔”本可达成和解的赔偿金额(扣除“自留额”)。

四、承保地域

本保单适用于中华人民共和国(香港、澳门及台湾除外)境内的“承保地点”。

五、定义

- (一) “附加被保险人”指特别批加于本保单作为“附加被保险人”的自然人、法人或其他组织(若有)。该“附加被保险人”仅享有批单中注明的其在本保单项下的权利。
- (二) “人身伤害”指任何人遭受的身体损害、疾病、精神痛苦、情绪忧虑、或惊吓，包括由此导致的死亡。
- (三) “索赔”指对法律权利的主张，包括但不限于主张“被保险人”应对本保险承保的“污染状况”导致的“人身伤害”、“财产损失”或“补救费用”承担责任或应履行义务的“政府行为”、诉讼或其他法律行为。
- (四) “或有运输”指“被保险人”的废料或物质，由从事货物运输的个人或单位(非“被保险人”)通过汽车、飞机、船舶或其他运输工具进行超出“承保地点”边界的运输，直至此废料或物质被从汽车、飞机、船舶或其他运输工具卸下时终止。
- (五) “承保地点”指明细表项目 7. 中特别列明的地点，或特别批注于本保单作为“承保地点”的其他地点。
- (六) “紧急响应”指“被保险人”为减轻和/或应对由“污染状况”对人类健康或环境引起的紧迫的、实质性的威胁而采取的行动及发生的合理“补救费用”。
- (七) “环境赔偿义务”指“被保险人”依据本保单所附承保合同清单批单中所列合同(若有)，对于本保险承保的“污染状况”的抗辩、赔偿、使免受伤害或承担责任的义务。
- (八) “环境法律”指规定了“被保险人”关于“污染状况”的责任的法律。
- (九) “扩展报告期”指附加的期限，在此期间内可报告因本保险承保的“污染状况”导致的在“保险期间”终止后首次对“被保险人”提出的“索赔”。
- (十) “外部隔离和涂层系统(EIFS)”指用于建筑物任何部分或结构的合成的灰泥或任何其他外部隔离和涂层系统，其包含有：
 - 1. 膨胀性聚苯乙烯或其他材料制成的硬的或较硬的隔离板；
 - 2. 用于将隔离板附着于基底上的粘合剂和/或机械紧固件；
 - 3. 加强的底涂层；及
 - 4. 装备表面组织及色彩的修饰涂层。
- (十一) “第一记名被保险人”指明细表项目 1. 中所列自然人、法人或其他组织。“第一记名被保险人”是负责支付全部保费并承担“自留额”。除非通过批单另行指定，仅“第一记名被保险人”可代表所有“被保险

人”提出及接收通知(包括合同解除或不予续保的通知),接收及接受任何批单或对此保单的其他更改,退还保费,转让本保单项下的利益,以及实施任何适用的“扩展报告期”。

- (十二) “真菌”指任何种类或形态的真菌,包括霉菌或霉病及“真菌”产生或释放的任何真菌毒素、孢子、气味或副产品。
- (十三) “政府行为”指国家、省、市或其他地方政府机构或组织在“环境法律”授权下采取的行动或认定的责任。
- (十四) “被保险人”指“第一记名被保险人”、任何“记名被保险人”或任何“附加被保险人”,及其在其职责范围内行事的“被保险人”的前任或现任董事、高级管理人员、合伙人或雇员。
- (十五) “法律抗辩费用”指“被保险人”在对“索赔”或诉讼进行调查、理算或抗辩中产生的合理的法律成本、花费及费用,包括专家费用。
- (十六) “记名被保险人”指特别批注于本保单下作为“记名被保险人”的自然人、法人或其他组织(若有)。除非批单另行规定,该“记名被保险人”将拥有作为“第一记名被保险人”在本保单项下的同样的权利。
- (十七) “自然资源损害赔偿”指对由中央或地方政府当局管理、托管、从属其或由其以其他方式控制的鱼类、野生生物、生物群、土地、空气、水、地下水、饮用水源及其他类似资源的损伤或其遭受的损坏或损毁或损失进行的赔偿。
- (十八) “非自有处理地点”指不属于“被保险人”所有或并非由其经营,“被保险人”对其不具有所有权利益,正接收或已经接收了“被保险人”的废料的地点。
- (十九) “保险期间”指明细表在项目 2. a. 中所列的期限,或因本保单的解除而导致的任何更短的期限。
- (二十) “污染状况”指任何固体、液体、气体或热的刺激物、污染物或污染剂,包括烟、烟灰、烟雾、烟气、酸、碱、化学物质、“真菌”、危险物质、危险材料,或废料的排放、散布、释放、泄漏、流动或渗漏至地面、地下、地面上任何建筑物、大气、地表水或地下水中。

上述“污染状况”必须:

1. 首次发生于“保险期间”内;及
2. 并非由本保单起保日前已存在的“污染状况”引致的或与其相关的;及
3. 对于“被保险人”而言是非故意的及不可预料的;及
4. 是突然的、直接的和立即的;及
5. 是于发生之时起七(7)天内由“被保险人”首次发现的;及
6. 是由“被保险人”在发现此“污染状况”后二十一(21)天内报告给保险人的。

作为本保单下保障的前提条件,无论保险人的权益是否因“被保险人”未能遵守上述约定而受到损害,“被保险人”必须提供确切证明其严格遵守上述所列 1-6 项要求的文件。

(二十一) “财产损失”指:

1. 第三者所有的有形财产的物理损伤或破坏,包括所有由此所致的该财产使用价值的丧失;
2. 第三者所有的有形财产使用价值的丧失,即使该有形财产未受到物理损伤或破坏;
3. 第三者所有财产的价值降低;及
4. “自然资源损害赔偿”。

(二十二) “补救费用”指根据“环境法律”对于调查、计量、监测、缓和、减轻、移除、处理、处置、中和或固化处理“污染状况”而发生的合理费用。“补救费用”亦包括:

1. 合理法律费用,该费用是“被保险人”得到保险人的书面同意而发生的;及

2. 恢复、修理或置换不动产或动产以使其达到在应对“污染状况”过程中受损前的实质性同样状况而所需合理费用。

(二十三) “负责的被保险人”指“被保险人”在“承保地点”对环境事务、控制环境或环境合规负责的雇员，及其所有高级管理人员、董事或合伙人。

(二十四) “自留额”指明细表在项目 2. d. 中指明的金额，或由批单另行批注的额度(若有)。

(二十五) “恐怖活动”指针对个人、组织或财产的以下行为：

1. 从事下列活动或为进行下列活动作预备：

(1) 采用或威胁采用武力或暴力；或

(2) 实施或威胁实施危险行为；或

(3) 实施或威胁实施会阻碍或破坏电力、通讯、信息或机械系统的行为；

2. 上述行为符合以下一项或全部条件：

(1) 其结果是恐吓或胁迫政府或民众，或破坏经济；或；

(2) 其意图是恐吓或胁迫政府，或为了进一步达到其政治的、意识形态的、宗教的、社会的或经济的目的或为体现其主张或反对某种价值体系或意识形态。

(二十六) “地下贮罐”指贮槽及关联的管道和连接的附属部件，该贮槽有多于 10% 的容量位于地下。

(二十七) “战争”指战争(无论宣战与否)、内战、军事管制、起义、革命、入侵、轰击或军事力量的使用、政变或通过任何政府、军队或其他权力机构进行财产没收、国有化或破坏。

六、除外责任

本保险不适用于由以下原因导致或与以下原因相关的“索赔”、“补救费用”或“法律抗辩费用”：

(一) 石棉

应用于或附着于任何建筑或其他结构的石棉，或含石棉材料。

(二) 合同责任

“被保险人”根据与他人的协议应承担的责任。但即使没有这种协议，“被保险人”仍应承担的责任不在此限。此除外责任不适用于“环境赔偿义务”。

(三) 弃置财产

位于“承保地点”的“污染状况”。该“污染状况”的首次发生是在“承保地点”已被“被保险人”有偿转让、弃置、赠予或已被查封之后。

(四) 雇主责任

对以下人员造成的“人身伤害”：

1. “被保险人”或其母公司、子公司或关联公司的雇员

(1) 在受“被保险人”或其母公司、子公司或关联公司雇用过程中由受雇引致的“人身伤害”；或

(2) 在履行与“被保险人”的业务经营相关的职责时的“人身伤害”。

2. 该“被保险人”或其母公司、子公司或关联公司雇员的配偶、子女、父母、兄弟姐妹因本款第 1 项之情形所致的“人身伤害”。

本除外责任适用于：

1. 无论“被保险人”是作为雇主或以其他身份而需承担责任；及

2. 对他人所承担的上述“人身伤害”责任必须予以分担或补偿。

(五) 外部隔离和涂层系统(EIFS)

“真菌”，由于存在或使用“外部隔离和涂层系统(EIFS)”，合成的灰泥或任何类似产品或其部分，包括应用或使用的与该产品相关的涂料、调节剂、底层涂料、附属品、防水片、涂层、填缝或密封剂，而导致的或与它们有关的“真菌”。

(六) 罚款及罚金

罚款、罚金、惩罚性、惩戒性或加重的赔偿。本除外责任也适用于与该等罚款罚金有关的任何法律费用。

(七) 第一方财产损失

“被保险人”自有、租赁、借用或租用的，或是由“被保险人”照料、保管或控制的不动产或动产的损失。本除外责任不适用于“补救费用”。

(八) 被保险人的内部费用

“被保险人”对于由其支付薪酬的职员和雇员提供的服务而需承担的费用。

(九) 故意不遵从

“负责的被保险人”故意不理或明知地、故意地，或蓄意地不遵从任何法律、法规、行政处罚、违规通知、通知书，政府机构或组织的指示，或执行的、司法的或行政的指令。

(十) 已知状况

“保险期间”开始前已存在且已报告给“负责的被保险人”的“污染状况”，但其并未在本保单所附已知状况清单批单所列文件中被特别提及或指明。在已知状况清单批单上所列文件中特别提及或指明的任何“污染状况”会被视为是在“保险期间”中首次被发现的。

(十一) 铅质涂料

应用于或附着于任何建筑及其他结构的铅质涂料。本除外责任不适用于在土壤或地下水中的铅质涂料。

(十二) 自然产生的物质

自然产生的物质的存在或移动，除非该物质是由于人类活动或加工而导致在“承保地点”出现的。

(十三) 非自有处理地点(NODS)

位于“非自有处理地点”、在其地下或源自其的“污染状况”。本除外责任不适用于列于非自有处理地点清单批单中的任何“非自有处理地点”(若有)。

(十四) 风险的实质性变更

(十五) 对“承保地点”处的使用或经营的变更，相对于本保单生效日之时的用途和经营而言，该变更会实质性地增加“污染状况”或“索赔”发生的可能性或严重性。

(十六) “地下贮罐”

源自“承保地点”处“地下贮罐”的“污染状况”：

1. “保险期间”之前该“地下贮罐”的存在已为“负责的被保险人”所知；及
2. 此“地下贮罐”未在承保的地下贮罐清单中列出，如适用；或
3. “地下贮罐”已被关闭或移动，且未在已知状况清单批单中列出，如适用。

(十七) 车辆

因对汽车、飞机、船舶或其他运输工具超出“承保地点”边界的使用、维护或操作，包括装卸而引致的“污染状况”。如果“或有运输”保险保障被以批单形式加入本保单，则本除外责任不适用于“或有运

输”。

(十八) 核能风险

核裂变、核聚变、核武器、核材料、核辐射及放射性污染。

(十九) 战争或恐怖活动

可直接或间接归因于涉及“战争”或“恐怖活动”，或涉及为“战争”或“恐怖活动”预备的任何行为的“污染状况”，无论是否有任何其他原因或事故同时或相继促成了此伤害或损害。

七、报告和合作

(一) 投保人、“被保险人”必须确保任何关于“索赔”或“污染状况”的书面通知尽快送达至保险人按明细表项目 6. a. 所列地址。通知应包括以下合理的详细信息：

1. “被保险人”的身份，包括处理“索赔”或“污染状况”的适当人员的联络信息；
2. “承保地点”的界定；
3. “索赔”或“污染状况”的性质；及
4. “被保险人”应对“索赔”或“污染状况”采取的步骤。

若有“污染状况”，“被保险人”须采取所有合理措施立即口头通知保险人。

投保人和被保险人由于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。

(二) 投保人、“被保险人”须：

1. 将收到的与“索赔”相关的任何请求、通知、传票或法律文件的复印件立即送交保险人；
2. 提供投保人、“被保险人”所能提供的、有助于确认所承保“污染状况”的性质、原因、损失程度的其他相关证明和资料；
3. 授权保险人获取记录及其他信息；
4. 在对“索赔”的调查、处理或抗辩中与保险人合作；
5. 应保险人的要求，协助保险人向对本保单承保的“人身伤害”或“财产损失”所负有责任的任何他人或组织行使其所拥有的权利；及
6. 向保险人提供其合理要求的信息和合作。

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或被保险人补充提供。

(三) 未经保险人书面同意，“被保险人”不得就任何“索赔”认可责任或接受和解或作出其他处理。除非为了“紧急响应”，未经保险人的书面同意，“被保险人”也不可聘请任何顾问或发生任何“补救费用”。

(四) 一旦发现“污染状况”，“被保险人”应尽力减轻损失及遵守适用的“环境法律”。若据保险人的判断“被保险人”未采取合理步骤履行上述义务，保险人有权，但无义务，去减轻该“污染状况”。保险人由此发生的任何“补救费用”应被视为是“被保险人”发生的，且应适用明细表中列出的“自留额”和责任限额。

(五) 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。

- (六) 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。

八、扩展报告期

- (一) 本保险合同解除(根据本保单第九条第(一)款第1项)或未续保后，“第一记名被保险人”有权获得基本“扩展报告期”并可选择购买补充“扩展报告期”。
- (二) **“扩展报告期”不会恢复或增加责任限额，也不会扩展“保险期间”或改变责任范围。**在基本“扩展报告期”或补充“扩展报告期”适用的期限内，无论适用何种报告期，对“被保险人”首次提出并报告给保险人的“索赔”将被视为已在“保险期间”的最后一日作出。
- (三) “第一记名被保险人”若未购买其他保险以替换本保险，则可免费获得为期六十(60)天的基础“扩展报告期”。
- (四) “第一记名被保险人”有权以不超过明细表项目 4. 中所列的全额保费的 200%的金额购买最长为三十四(34)个月的补充“扩展报告期”。该补充“扩展报告期”开始于基本“扩展报告期”终止之时。保险人将在“第一记名被保险人”满足以下要求后签发批单以提供补充“扩展报告期”：
1. “第一记名被保险人”提出对于该批单的书面要求并将其送达至明细表项目 6. b. 中所列的地址，且保险人于“保险期间”终止之前收到该等要求；及
 2. 按时支付附加保费。若附加保费按时支付，且遵守本保单的其他所有条款和条件，该补充“扩展报告期”不可被取消。

九、一般条件

(一) 解除

1. 本保险合同仅可由“第一记名被保险人”或其代理人通过给保险人邮寄注明保险合同解除生效时间的书面通知至明细表项目 6. b. 中列明的地址而被解除。若由“第一记名被保险人”解除保险合同，应适用明细表上指明的保单起保日之最低实现保费比例。
2. 除本合同另有约定外，保险人可以将书面解除通知邮寄或送交给投保人，以解除本合同，但需满足以下条件：
 - (1) 若因投保人不缴纳保险费而解除本合同，保险人必须在解除生效日前至少 15 天发出解除通知；
 - (2) 若因其他原因解除本合同，保险人必须在解除生效日前至少 60 天发出解除通知。邮寄通知应为作出通知的充分证明。通知上注明的解除生效日期及时刻应为“保险期间”的终止时间。
3. 投保人或被保险人在未发生保险事故的情况下，谎称发生了保险事故，向保险人提出赔偿请求的，保险人有权解除保险合同，不承担赔偿责任，并不退还保险费。

投保人或被保险人故意制造保险事故的，保险人有权解除保险合同，不承担赔偿责任，也不退还保险费。

保险事故发生后，投保人或被保险人伪造、变造有关证明、资料或者其他证据，编造虚假的事故原因或者夸大损失程度的，保险人对其虚报的部分不承担赔偿责任。

投保人或被保险人有上述三项行为之一，致使保险人支付赔款或者支出费用的，应当退回或者赔偿。

(二) 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，如果索赔内容属于承保范围，但对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。

(三) 检查及审计

在“被保险人”能力范围内，经过合理通知“被保险人”，保险人应被允许，但无义务，去检查及抽样调查“承保地点”。“被保险人”同时有权去收集分离的样本。无论是保险人的检查权、检查行为及随后的报告均不构成其代表“被保险人”或他人，或为了“被保险人”或他人的利益作出了确定或确保该财产或操作是安全或符合“环境法律”或其他法律的承诺。

在“保险期间”及其延长期及本保单最后终止日后三(3)年内，保险人可检查及审计“被保险人”的账册及记录。

(四) 破产

“被保险人”的破产或无偿债能力不能解除保险人在此的任何义务。

(五) 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。

(六) 陈述

“第一记名被保险人”接受本保险并同意：

1. 明细表、清单及对于本保单的投保书中的叙述是正确及完备的；
2. 此叙述是基于“第一记名被保险人”向保险人作出的陈述；及
3. 本保单是根据“第一记名被保险人”的陈述签发的。

(七) 被保险人的独立性

除对于责任限额，“一般条件”“解除”2.(1)和2.(2)款，及特别指定给予“第一记名被保险人”的任何义务之外，本保单适用于：

1. 如同每一“记名被保险人”是唯一“被保险人”；
2. 对每一“记名被保险人”提出的“索赔”均是独立的。

(八) 其他保险

若“被保险人”可获得其他有效的可取得的保险以保障本保单项下承保的损失，除非该保险特别指明作为本保险合同超赔保险，本保单提供的保险应适用于超出该其他保险责任限额总额以上的部分且不与该其他保险分摊损失。

(九) 变更及转让

除非本保单所附批单另行约定，本保单的条款、定义、条件、除外责任及限制不得被放弃或变更，且本保单下的任何权益转让对保险人均无约束力。

(十) 同意

若本保单项下保险人或“被保险人”被要求作出同意，此同意不可被不合理地拒绝、延误、附加条件或被否认。

(十一) 法律适用和争议解决

与本保险合同有关的以及履行本保险合同产生的一切争议，适用中华人民共和国法律(不包括港澳台地区法律)。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中载明的仲裁机构仲裁。保单合同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) 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。

Premises Pollution Liability Insurance (Sudden and Accidental Coverage)

THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

Throughout this Policy the words "the Insurer" shall refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section V. - Definitions.

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 and in reliance upon all statements made in the Application to this Policy, including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions and limitations of this Policy, the Insurer agrees to provide insurance coverage to the "insured" as described herein.

I. SCOPE OF COVER

NEW POLLUTION CONDITIONS

The Insurer agrees to pay for Coverage(s) provided, as identified on the Schedule for loss that the "insured" is legally liable to pay as a result of "Claims", "remediation costs", and associated "legal defense expenses", **in excess of the "self-insured retention"**, arising out of a "pollution condition" on, at, under, or migrating from the "covered location(s)", **provided the "claim" is first made, or the "insured" first discovers such "pollution condition" during the "policy period". Any such "claim" or discovery must be reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period".**

The coverage afforded under this Section only applies to "pollution conditions" that first commence, in their entirety, on or after the policy inception date shown in Item 2.a. of the Schedule.

II. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

- A. It is expressly agreed that **the Insurer's obligation to pay for any covered "claim(s)", "remediation costs", or "legal defense expense(s)" shall attach to the Insurer only after the "insured" shall have paid, in the applicable legal currency, the full amount of the "self-insured retention". Under no circumstances shall the Insurer be liable to pay any amount within the "self-insured retention".**
- B. The "self-insured retention" shall apply to all "claim(s)", "remediation cost(s)", and "legal defense expense(s)" arising from the same, continuous, repeated, or related "pollution condition".
- C. **The most the Insurer shall pay for all "claims", "remediation costs", and "legal defense expenses" arising from the same, continuous, repeated, or related "pollution condition" is the Limit shown in Item 2.b. of the Schedule.**
- D. **The Limit shown in Item 2.c. of the Schedule shall be the maximum liability of the Insurer under this Policy with respect to all "claim(s)", "remediation cost(s)", and "legal defense expense(s)" for all "pollution conditions".**
- E. If the Insurer has issued claims-made Premises Pollution Liability coverage for the "covered location" in one or more policy periods and:
 - 1. The discovery of a "pollution condition" is reported to the Insurer in accordance with the terms and conditions of this Policy, then all such continuous, repeated, or related "pollution conditions" that are reported to the Insurer under a subsequent Premises Pollution Liability Policy shall be deemed to have been discovered during this "policy period"; and

2. All “claims” for “bodily injury”, “property damage”, or “remediation costs” arising out of a “pollution condition” that was discovered during this “policy period”, including any continuous, repeated, or related “pollution conditions”, shall be deemed to have been first made and reported during this “policy period”,

provided that the “insured” has maintained Premises Pollution Liability coverage with the Insurer on a continuous, uninterrupted basis since the discovery of such “pollution condition” or the first such “claim” was made against the “insured”, and reported to the Insurer.

III. DEFENSE AND SETTLEMENT

- A. The Insurer will have the right **but not the duty** to defend the “Insured” against a “claim” to which this insurance applies. **The Insurer shall have no duty to defend the “insured” against any “claim(s)” to which this insurance does not apply. Once the Limits of Liability are exhausted, the Insurer’s right to defend any such “claim” and to pay any loss shall cease.**
- B. The Insurer will have the right to select legal counsel to represent the “insured” for the investigation, adjustment, and defense of any “claim(s)” covered under this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the “insured”; such consent shall not be unreasonably withheld. **“Legal defense expenses” incurred prior to the selection of legal counsel by the Insurer will not be covered under this Policy, or credited against the “self-insured retention”.**
- C. The “insured” will have the right and the duty to retain a qualified environmental consultant(s) to perform any investigation and/or remediation of any “pollution condition” covered under this Policy. **The “insured” must receive the written consent of the Insurer prior to the selection and retention of such consultant, except in the event of an “emergency response”. Any costs incurred prior to such consent will not be covered under this Policy, or credited against the “self-insured retention”, except in the event of an “emergency response”.**
- D. **“Legal defense expense” reduces the Limits of Liability shown in Items 2. and 3. of the Schedule and shall be applied to the “self-insured retention”.**
- E. The Insurer will present all settlement offers to the “insured”. **If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable “self-insured retention”, is within the Limits of Liability, and does not impose any additional unreasonable burden(s) on the “insured”, and the “insured” refuses to consent to such settlement offer, then the “insured” shall defend such “claim” independently. The Insurer’s liability shall not exceed the amount for which the “claim” could have been settled if the Insurer’s recommendation had been accepted, exclusive of the “self-insured retention”.**

IV. COVERAGE TERRITORY

The coverage afforded under this Policy shall apply to “covered location(s)” within P.R.China **(excluding Hong Kong, Macao and Taiwan).**

V. DEFINITIONS

- A. “Additional insured” means the person(s) or entity(ies) specifically endorsed onto this Policy as an “additional insured(s)”, if any. **Such “additional insured(s)” shall maintain only those rights under this Policy as are specified by endorsement.**
- B. “Bodily injury” means physical injury, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom.
- C. “Claim” means the assertion of a legal right, including but not limited to a “government action(s)”, suits or other actions alleging responsibility or liability on the part of the “insured” for “bodily injury”, “property damage”, or “remediation costs” arising out of “pollution conditions” to which this insurance applies.
- D. “Contingent transportation” means the movement of the “insured’s” waste or material by automobile, aircraft, watercraft, or other conveyance beyond the boundaries of the “covered location(s)” by a person or entity, other than an “insured”, engaged in the business of transporting property for hire, until such time as the waste or material is unloaded from an automobile, aircraft, watercraft, or other conveyance.

- E.** “Covered location” means any location(s) specifically listed in Item 7. of the Schedule, or any other location specifically endorsed onto this Policy as a “covered location”.
- F.** “Emergency response” means actions taken, and reasonable “remediation costs” incurred by the “insured” to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a “pollution condition”.
- G.** “Environmental indemnity obligations” means an “insured’s” obligations to defend, indemnify, and hold harmless, or any assumption of liability, with respect to “pollution conditions” to which this insurance applies, pursuant to a contract listed on the List of Insured Contracts Endorsement attached hereto, if any.
- H.** “Environment Law” shall mean any law governing the liability of the “Insured” with respect to “Pollution Conditions”.
- I.** “Extended reporting period” means the additional period of time in which to report a “claim” first made against the “insured” subsequent to the end of the “policy period”, arising from a “pollution condition(s)” to which this insurance applies.
- J.** “Exterior Insulation and Finish System (EIFS)” means synthetic stucco or any other exterior insulation and finish system used on any part of any building or structure and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced base coat; and
 4. A finish coat providing surface texture and color.
- K.** “First named insured” means the person or entity as shown in Item 1. of the Schedule. The “first named insured” is the party responsible for payment of all premiums and “self insured retention(s)”. The “first named insured” will also serve as the sole agent on behalf of all “insureds” with respect to the provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other change(s) to this Policy, return of any premium, assignment of any interest(s) under this Policy, as well as the exercise of any applicable “extended reporting period”, unless any such responsibilities are otherwise designated by endorsement.
- L.** “Fungi” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by “fungi”.
- M.** “Government action” means action taken or liability imposed by state, provincial, municipal or other local government agency or body acting under the authority of “environmental laws”.
- N.** “Insured” means the “first named insured”, any “named insured(s)”, or any “additional insured(s)”, and any past or present director, officer, partner, or employee of any “insured” while acting within the scope of his or her duties as such.
- O.** “Legal defense expense” means reasonable legal costs, charges, and expenses, including expert charges, incurred by the “insured” in the investigation, adjustment, or defense of “claims” or suits.
- P.** “Named insured” means the person(s) or entity(ies) specifically endorsed onto this Policy as a “named insured(s)”, if any. Such “named insured(s)” shall maintain the same rights under this Policy as the “first named insured” unless otherwise specified by endorsement.
- Q.** “Natural resource damages” shall mean damages for injury to or damage sustained by or destruction or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies and other similar resources belonging to managed by held in trust by appertaining to or otherwise controlled by any government or local government authority”.
- R.** “Non-owned disposal site” means a site not owned or operated by the “insured” and in which the “insured” maintains no ownership interest, which receives or has received the “insured’s” waste.
- S.** “Policy period” means, the period shown in Item 2.a., of the Schedule, or any shorter period resulting from the cancellation of this Policy.

- T. "Pollution condition" means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, "fungi", hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater. Provided such "pollution conditions":
1. First commence during the "Policy Period"; and
 2. Do not arise out of or relate to any "pollution conditions" which existed prior to the inception of this Policy; and
 3. Are unintended and unexpected from the standpoint of the "insured"; and
 4. Are sudden, direct, and immediate; and
 5. Are first discovered by the "insured" within Seven (7) days of commencement; and
 6. Are reported to the Insurer within Twenty-One (21) days following the discovery of such "pollution conditions" by the "insured".

As a condition precedent to coverage under this Policy, the "insured" must provide conclusive documentation of strict compliance with requirements 1-6 specified above, regardless of whether the Insurer was prejudiced by the failure to meet these requirements.

- U. "Property damage" means:
1. Physical injury to, or destruction of, tangible property owned by third parties, including all resulting loss of use of that property;
 2. Loss of use of tangible property owned by third parties, that is not physically injured or destroyed;
 3. Diminished value of property owned by third parties; and
 4. "Natural resource damages".
- V. "Remediation costs" means reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize "pollution conditions" to the extent required by "environmental law". "Remediation costs" shall also include:
1. Reasonable legal cost, **where such cost has been incurred by an "insured" with the written consent of the Insurer**; and
 2. Reasonable expenses required to restore, repair or replace real or personal property, to substantially the same condition it was in prior to being damaged during the course of responding to a "pollution condition(s)".
- W. "Responsible insured" means any employee of an "insured" responsible for environmental affairs, control, or compliance at a "covered location", and any officer, director, or partner of an "insured".
- X. "Self-insured retention" means the amount indicated in Item 2.d., of the Schedule, or as otherwise designated by endorsement, if any.
- Y. "Terrorism" means activities against persons, organizations or property of any nature:
1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- Z. "Underground storage tank" means any tank and associated piping and appurtenances connected thereto which tank has more than 10% of its volume below ground.
- AA. "War" means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

VI. EXCLUSIONS

This insurance does not apply to "claim(s)", "remediation costs", or "legal defense expense(s)", arising out of or related to:

A. Asbestos

Asbestos, or asbestos containing materials, in, on, or applied to any building or other structure.

B. Contractual Liability

Liability of others assumed by an "insured" through contract or agreement, except if the liability would have attached to the "insured" in the absence of such contract or agreement. This exclusion does not apply to "environmental indemnity obligations".

C. Divested Property

"Pollution condition(s)" at "covered location(s)" where such "pollution condition(s)" first commenced after the "covered location(s)" had been sold, abandoned, or given away by any "insured", or was condemned.

D. Employers Liability

"Bodily injury" to:

1. Any "insured" or an employee of its parent, subsidiary or affiliate
 - a. Arising out of and in the course of employment by any "insured" or its parent, subsidiary or affiliate; or
 - b. Performing duties related to the conduct of the "insured's" business.
2. The spouse, child, parent, brother or sister of such "insured" or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1. above.

This exclusion applies:

1. Whether the "insured" may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of such "bodily injury".

E. Exterior Insulation and Finish System (EIFS)

"Fungi", where such "fungi" is caused by or related to the presence or use of an "Exterior Insulation and Finish System (EIFS)", synthetic stucco, or any similar product or any part thereof, including the application or use of paints, conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a product.

F. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages. This exclusion also applies to any legal costs associated with such fines and penalties.

G. First-Party Property Damage

Damage to real or personal property owned by, leased to, loaned to, or rented by the "insured", or otherwise in the care, custody, or control of the "insured". This exclusion does not apply to "remediation costs".

H. Insured's Internal Expenses

Expenses incurred by an “insured” for services performed by the salaried staff and any employees of the “insured”.

I. Intentional Non-Compliance

The intentional disregard of or knowing, willful, or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by any “responsible insured”.

J. Known Conditions

“Pollution conditions” in existence prior to the “policy period” and reported to a “responsible insured”, but not specifically referenced, or identified in documents listed, on the List of Known Conditions Endorsement attached to this Policy. Any “pollution conditions” specifically referenced, or identified in documents listed, on the List of Known Conditions Endorsement are deemed to be first discovered during the “policy period”.

K. Lead Based Paint

Lead based paint in, on, or applied to any building or other structure. This exclusion does not apply to lead based paint in soil or groundwater.

L. Naturally Occurring Materials

Arising out of the presence or removal of naturally occurring materials, except in those circumstances where such substances are present at the “covered location(s)” as a result of human activities or processes.

M. Non-Owned Disposal Sites (NODS)

“Pollution conditions” on, at, under, or migrating from a “non-owned disposal site”. This exclusion shall not apply to any “non-owned disposal site” listed on the List of Non-Owned Disposal Sites Endorsement, if any.

N. Material Change in Risk

A change in the use or operations at a “covered location” that materially increases the likelihood or severity of a “pollution condition(s)” or “claim(s)” from the intended use(s) or operations, as of the inception date(s) of this Policy.

O. Underground Storage Tanks

“Pollution conditions” emanating from an “underground storage tank” located at a “covered location”:

1. When the existence of such “underground storage tank” was known to a “responsible insured” prior to the “Policy Period”; and
2. Which “underground storage tank” is not listed in the List of Insured Underground Storage Tanks, if applicable; or
3. If an “underground storage tank” has been closed or removed, and is not identified on the List of Known Conditions Endorsement, if applicable.

P. Vehicles

“Pollution conditions” resulting from the use, maintenance or operation, including loading or unloading, of an automobile, aircraft, watercraft, or other conveyance beyond the boundaries of the “covered location(s)”. This exclusion shall not apply to “contingent transportation”, if such coverage is added to this Policy by endorsement.

Q. Nuclear Risks

Nuclear fission, nuclear fusion, nuclear weapon, nuclear material, nuclear radiation and radioactive contamination.

R. War or Terrorism

“Pollution conditions” attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, “war” or “terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

VII. REPORTING AND COOPERATION

- A.** The Policyholder and the “insured” must see to it that the Insurer receives written notice of any “claim” or “pollution condition”, as soon as practicable, at the address specified in Item 6.a. of the Schedule. Notice should include reasonably detailed information as to:
1. The identity of the “insured”, including contact information for an appropriate person to contact regarding the handling of the “claim” or “pollution condition”;
 2. The identity of “covered location”;
 3. The nature of the “claim” or “pollution condition”; and
 4. Any steps undertaken by the “insured” to respond to the “claim” or “pollution condition”.

In the event of a “pollution condition”, the “insured” must also take all reasonable measures to provide immediate verbal notice to the Insurer.

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 “pollution condition” 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 “pollution condition” in a timely manner by other means.

- B.** The Policyholder and the “insured” must:
1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any “claim”;
 2. Offer other relevant evidences and materials available to them and helpful in determining the nature, causes and the extent of losses of the covered “pollution condition”.
 3. Authorize the Insurer to obtain records and other information;
 4. Cooperate with the Insurer in the investigation, settlement or defense of the “claim”;
 5. Assist the Insurer, upon the Insurer’s request, in the enforcement of any right against any person or organization which may be liable to the “insured” because of injury or damage to which this Policy may also apply; and
 6. Provide the Insurer with such information and cooperation as it may reasonably require.

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.

- C.** **No “insured(s)” shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any “claim” without the prior written consent of the Insurer. Nor shall any “insured” retain any consultants or incur any “remediation costs” without the prior written consent of the Insurer, except in the event of an “emergency response”.**
- D.** Upon the discovery of a “pollution condition”, the “insured” shall make every attempt to mitigate any loss and comply with applicable “environmental laws”. The Insurer shall have the right, **but not the duty**, to mitigate such “pollution conditions” if, in the sole judgment of the Insurer, the “insured” fails to take reasonable steps to do so. **In that event, any “remediation costs” incurred by the Insurer shall be deemed incurred by the “insured”, and shall be subject to the “self-insured retention” and Limits of Liability listed in the Schedule.**
- E.** 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 “pollution condition” that occurs 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 “pollution condition”, the Insurer shall not be liable to pay the indemnities for the covered “pollution condition” 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 “pollution condition”, the Insurer shall be liable to pay the indemnities.

- F. 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 been 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 “pollution condition” 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.

VIII. EXTENDED REPORTING PERIOD

- A. The “first named insured” shall be entitled to a basic “extended reporting period”, and may purchase an optional supplemental “extended reporting period”, following cancellation, as described in Paragraph A.1. of Section IX. General Conditions, or nonrenewal.
- B. **“Extended reporting periods” shall not reinstate or increase any of the Limits of Liability. “Extended reporting periods” shall not extend the “policy period” or change the scope of coverage provided.** A “claim” first made against an “insured” and reported to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, will be deemed to have been made on the last day of the “policy period”.
- C. Provided the “first named insured” has not purchased any other insurance to replace this insurance, the “first named insured” shall have a sixty (60) day basic “extended reporting period” without additional charge.
- D. The “first named insured” shall be entitled to purchase a supplemental “extended reporting period” of up to thirty-four (34) months for not more than 200% of the full policy premium stated in Item 4. of the Schedule. Such supplemental “extended reporting period” starts when the basic “extended reporting period” ends. The Insurer will issue an endorsement providing a supplemental “extended reporting period” provided that the “first named insured”:
1. Makes a written request, to the address shown in Item 6.b. of the Schedule, for such endorsement which the Insurer receives prior to the expiration of the “policy period”; and
 2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental “extended reporting period” may not be cancelled, provided that all other terms and conditions of the Policy are met.

IX. GENERAL CONDITIONS

- A. Cancellation

1. This Policy may be cancelled only by the “first named insured”, or through the “first named insured’s” agent, by mailing to the Insurer at the address listed in Item **6.b.** of the Schedule, written notice stating when such cancellation shall be effective. In the event of cancellation by the “first named insured”, the minimum earned premium percentage indicated on the Schedule shall apply as of the date coverage is bound.
2. Unless otherwise specified in this Contract, the insurer may cancel this Contract by mailing or delivering to the Policyholder written notice of cancellation at least:
 - a. 15 days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if the Insurer cancels for any other reason.

The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the “policy period”.

3. **If the insured accident does not occur but the Policyholder or the insured falsely claims that such accident has occurred and lodges a claim with the insurer for the payment of indemnities, the insurer shall have the right to terminate this Contract, shall not be liable for the payment of indemnities, and shall not refund the premium that has been collected. If the Policyholder or the insured intentionally causes an insured accident, the insurer shall have the right to terminate this Contract and shall not be liable for the payment of indemnities, and shall not refund the premium that has been collected.**

If the Policyholder or the insured fabricates false causes for an accident covered or overstates the extent of the losses by means of forged or altered relevant proofs, information or other evidence after the occurrence of the insured accident, the insurer shall not be liable for payment of indemnities for the portion that is falsified.

If the Policyholder or the insured commits any of the acts specified in the preceding paragraphs and causes the insurer to pay indemnities or incur expenses, the insurer shall be refunded or indemnified.

B. 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”.

C. Inspection and Audit

To the extent of the “insured’s” ability to provide such access, and with reasonable notice to the “insured”, the Insurer shall be permitted, **but not obligated**, to inspect and sample the “covered locations”. The “insured” shall have the concurrent right to collect split samples. **Neither the Insurer’s right to make inspections, the making of said inspections, nor any report thereon shall constitute an undertaking, on behalf of or for**

the benefit of the “insured” or others, to determine or warrant that such property or operations are safe or in compliance with “environmental law”, or any other law.

The Insurer may examine and audit the “insured’s” books and records during this “policy period” and extensions thereof and within three (3) years after the final termination of this Policy.

D. Bankruptcy

Bankruptcy or insolvency of the “insured” shall not relieve the Insurer of any of its obligations hereunder.

E. 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 “pollution condition”, 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.

F. Representations

By accepting this Policy, the “first named insured” agrees that:

1. The statements in the Schedule, List, and application for this Policy are accurate and complete;
2. Those statements are based upon representations the “first named insured” made to the Insurer; and
3. This Policy has been issued in reliance upon the “first named insured’s” representations.

G. Separation of Insureds

Except with respect to the Limits of Liability, cancellation conditions **2.a.** and **2.b.**, and any obligations specifically assigned to the “first named insured”, this Policy applies:

1. As if each “named insured” were the only “insured”;
2. Separately to each “named insured” against whom a “claim” is made.

H. Other Insurance

If other valid and collectible insurance is available to the “insured(s)” covering a loss also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

I. Changes and Assignment

The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest under this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

J. Consent

Where the consent of the Insurer, or an “insured”, is required under this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.

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. 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.

