

- 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。

## 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八项所载的保险费，**保险人**将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**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**根据本保险合同第二十四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、附加赔付

#### 第二条 预付抗辩费用

对于经**保险人**事先书面同意的**抗辩费用**，在**赔偿请求**获得最终偿付或解决之前，**保险人**将持续代表**被保险人**预付该**抗辩费用**。但当**被保险人**不应享有任何**损失**的赔偿或不应享有任何本保险合同项下**补偿**的权益时，应立即返还或赔偿**保险人**该**抗辩费用**。

### 第三条

#### 雇员的不诚实或欺诈行为

由于**被保险机构**的**雇员**提供的**专业服务**中存在或被指控存在不诚实或欺诈行为，致使任何**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**根据本保险合同第二十四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**被保险人**从事、参与、协助或允许该等不诚实或欺诈行为导致的**损失**，**保险人**不负任何**赔偿责任**。且对于**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**。

在法律允许的情况下，**被保险机构**应扣留属于该**雇员**的任何财产、工资及福利，并根据**保险人**的要求处理。

### 第四条

#### 顾问、承包人、分包人及代理人

由于**被保险人的**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**，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**根据本保险合同第二十四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

#### 文件丢失

由于**被保险人**提供的**专业服务**，致使**第三方**的**文件**在**保险期间**内丢失、损毁、损坏、误置或被删除，**第三方**在**保险期间**内因此向**被保险人**提出**赔偿请求**，如果**被保险人**已尽勤勉搜寻的义务后仍未找到该等**文件**，且**被保险人**依法应当对此负责，若**投保人**或**被保险人**根据本保险合同第二十四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**。

但对于因磨损、撕毁或其他非人为的因素而引起的丢失、损毁、损坏、误置或被删除所导致的**损失**，**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六项所载的金额，该分项赔偿限额构成本保险合同明细表第五项赔偿限额的一部分，而并非是在其基础上的累加。

### 第六条

#### 侵害名誉权 / 诽谤

由于**被保险人**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

十四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 侵犯知识产权（不包括专利权）

由于**被保险人**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**根据本保险合同第二十四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。**

#### 第八条 新收购或新成立的子公司

**保险人**扩展承保本保险合同明细表第二项所载的实体在**保险期间**内收购或成立的子公司，及其负责人、合伙人、董事、高级管理人员或**雇员**，但必须符合以下条件：

1. 该新收购或新成立的子公司的总营业收入不多于本保险合同明细表第二项所载的实体的总营业收入的 10%（以最新一期已审计财务数据为准）；
2. 该新收购或新成立的子公司来自于美国或加拿大地区的营业收入不多于其总营业额的 10%（以最新一期已审计财务数据为准）；及
3. 该新收购或新成立的子公司提供的专业服务与本保险合同明细表第三项所载的相同。

如果在**保险期间**内收购或新成立的子公司不符合上述三项条件，**投保人**应当向**保险人**提供充分的资料（包括但不限于其总营业收入、来自于美国或加拿大地区的营业收入、专业服务范围等资料），让**保险人**得以评估可能增加的风险。在收到补充资料后，**保险人**有权决定是否承保或是在**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。

#### 第九条 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**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**根据本保险合同第二十四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所导致的赔偿请求，保险人并不负赔偿责任。**

### 三、除外责任

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：

#### 第十条 不诚实、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；

#### 第十一条 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**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**；

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**；或

4. 在本保险合同生效之前的任何未决的或先前的诉讼、行政或监管调查，或由于此等未决的或先前的诉讼、或行政或监管调查中声称的事实完全相同的、或本质上相同的事实而产生、或衍生的任何**赔偿请求**；

#### 第十二条 约定责任

任何有关于**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；

#### 第十三条 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**被保险人**直接或间接持有 20%或以上权益的实体；或

2. 任何直接或间接持有**被保险机构** 20%或以上权益的自然人或实体。

权益包括但不限于以股权及表决权表现的所有权益；

#### 第十四条 追溯日之前的不当行为

在本保险合同明细表第九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**；

#### 第十五条 地域范围

任何因发生于本保险合同明细表第十项承保区域以外的：

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；

**第十六条 司法管辖范围**

1. 任何适用本保险合同明细表第十一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十一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十一项司法管辖范围以外的法院判决有关的赔偿请求；

**第十七条 非被保险人的专业服务**

任何与以下各项有关的赔偿请求：

1. 不是代表被保险机构提供的专业服务导致的赔偿请求；或
2. 在被收购而成为子公司之前，该公司及其负责人、合伙人、董事、高级管理人员或雇员已做出或被指控做出的不当行为；

**第十八条 董监事及高级管理人员责任、公开发行证券责任、产品责任、雇主责任及公众责任**

任何与以下各项有关的赔偿请求：

1. 任何被保险个人事实或被指控违反作为任何实体的董事、监事或高级管理人员的职责或义务；
2. 被保险机构发行证券的说明书或其他有关文件；
3. 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；
4. 任何被保险个人由于受雇或在雇佣期间因工作受伤、死亡或患有疾病；或
5. 被保险人拥有或占有使用的任何场所；

**第十九条 侵犯专利权**

任何与侵犯专利（无论是故意或非故意）有关的赔偿请求；

**第二十条 不正当竞争**

任何因违反《中华人民共和国反不正当竞争法》或应适用的其他司法管辖范围下的相关法律、法规所导致的**赔偿请求**；

#### 第二十一条 破产及债务

1. 与**被保险人**破产或无力清偿到期债务有关的**赔偿请求**；或
2. 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**；

#### 第二十二条 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；

#### 第二十三条 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

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#### 第二十四条 索赔通知

1. 对于**被保险人在保险期间**首次遭受的**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十三项所载的联系方式邮递或传真索赔或可赔情形的通知。
4. 如果投保人或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。

#### 第二十五条 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。

#### 第二十六条 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。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。

#### 第二十七条 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二十九条的规定解决争议。

## 第二十八条 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。

## 第二十九条 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十四项载明的仲裁机构仲裁；本保险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，依法向有管辖权的人民法院起诉。

## 五、附则

### 第三十条 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五项（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五项（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。

### 第三十一条 免赔额

保险人仅就超过本保险合同明细表第七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。

### 第三十二条 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个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八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。

第三十三条 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八项所载的保险费，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。

第三十四条 子公司的终止

若任何公司在本保险合同生效之前或生效之后停止成为**被保险机构的子公司**，本保险合同仅承保该公司及其负责人、合伙人、董事、高级管理人员或**雇员**，在该公司停止成为**子公司**前做出或被指控做出的**不当行为**所导致的**赔偿请求**。保险合同将继续有效至**保险期间**届满。

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**开始前因实施或被指控实施**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，但因重大变更开始以后的**不当行为**所导致的**赔偿请求**，**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、超赔的、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**指在订立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：

1. 其分支机构；
2. 本保险合同生效之前或当时已存在的**子公司**；或
3. 在**保险期间**内收购或成立的**子公司**，但前提是，该新收购或新成立的**子公司**必须符合本保险合同第八条所列明的条件。

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**指安达保险有限公司。

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. 罚金或罚款（无论是民事、行政或刑事的罚金或罚款）；
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**纠正或重新提供**专业服务**而发生的费用；或
6. **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四项所载的期间。

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 **专业服务**指在**被保险人**提供的属于本保险合同明细表第三项所载的业务范围的专业服务。

第五十一条 **子公司**指保险合同明细表第二项所载的实体直接或间接：

1. 控制其 50%以上已发行股本的任何公司；
2. 控制其 50%以上的表决权的任何公司；
3. 单独或根据书面协议与其他股东共同控制 50%以上表决权的任何公司；或
4. 控制其董事会组成的任何公司。

第五十二条 **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。

第五十三条 **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**。

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.

## 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 Item 8 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 24 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**.

### 2. Extensions

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Article 2      Advancement of Defence Costs

The **Insurer** shall pay **Defence Costs** on behalf of the **Insured** on an ongoing basis prior to the final payment or settlement of any **Claim** provided that such **Defence Costs** are incurred with the prior written consent of the **Insurer** and such advance payments by the **Insurer** shall be repaid to the **Insurer** in the event that the **Insured** shall not be entitled to payment of any **Loss** or receipt of any benefit under this policy.

Article 3 Employee Dishonesty or Fraudulent Act

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 24 of this policy by the **Policyholder** or the **Insured** during the **Period of Insurance** for any dishonesty or fraudulent act committed or allegedly committed by any **Employee** solely in providing **Professional Services**, provided that no cover is provided to any **Insured** committing, participating in, assisting or permitting such dishonesty or fraudulent act.

The **Insured Organisation** will retain (to the extent permitted by law) any property, remuneration or benefit belonging to that **Employee** and will deal with it as the **Insurer** requires.

Article 4 Consultants, Contractors, Sub-Contractors and Agents

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 24 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**.

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 Loss of Documents

The **Insurer** shall pay on behalf of the **Insured** against **Loss** arising from any **Claim** against the **Insured** by any **Third Party** and notified in writing to the **Insurer** as per Article 24 of this policy during the **Period of Insurance** by the **Policyholder** or the **Insured** for loss, destruction, damage, misplacement or erasure of **Third Party's Documents** for which the **Insured** is legally liable and which after diligent search cannot be found, provided that the loss, destruction, damage, misplacement or erasure of the **Third Party's Documents** takes place during the **Period of Insurance** and occurs in the performance of **Professional Services** by the **Insured**.

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

The cover provided under this extension is sub-limited to the amount specified in Item 6 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 5 of the schedule to this policy.

Article 6 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 24 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**.

Article 7 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 24 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**.

Article 8 Newly Acquired or Created Subsidiaries

The **Insurer** agrees to extend cover to any **Subsidiary** which is acquired or created during the **Period of Insurance** by the entity specified in Item 2 of the schedule of this policy and its principal, partner, director, officer or **Employee**, provided that such **Subsidiary**:

1. has total gross revenue that are less than 10% of the total gross revenue of the entity specified in Item 2 of the schedule to this policy (based on the latest audited financial statements);
2. has less than 10% of its total gross revenue generated from the United States of America or Canada (based on the latest audited financial statements); and
3. undertakes same professional services specified in Item 3 of the schedule to this policy;

If the newly acquired or created **Subsidiary** fails to meet conditions 1, 2 and 3 above, the **Policyholder** may request an extension of this policy for such **Subsidiary** provided that the **Policyholder** shall give the **Insurer** sufficient details (including but not limited to the amount of gross revenue, the amount of gross revenue generated from the United States of America or Canada and the professional services provided by such **Subsidiary**) to permit the **Insurer** to assess and evaluate the potential increase in exposure. Upon receipt of the details, 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.

Article 9 Heirs, Estates and Legal Representatives

If an **Insured** dies, becomes incompetent, insolvent or bankrupt, the **Insurer** shall pay on behalf the estate, heirs, or legal representatives of the **Insured** against **Loss** arising from any **Claim** first made against the **Insured** and notified in writing to the **Insurer** as per Article 24 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**.

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 10 Fraudulent, Criminal and Other Intentional Act

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

Article 11 Prior Matters

based upon, arising from, or in consequence of :

1. any **Claim** first made before the **Period of Insurance**;
2. any **Circumstance** of which the **Insured** first became aware or ought reasonably aware before the **Period of Insurance**;
3. any **Circumstance** which has been notified or should have been notified to the **Insurer** or any other **Insurer** before the **Period of Insurance**; or
4. any pending or prior litigation or other proceedings begun before the inception date of this policy or derived from the same or essentially the same facts as might be alleged in such pending or prior litigation or proceedings;

Article 12 Assumed Liability

based upon, arising from or in consequence of any liability assumed by an **Insured** under any agreement in any form (including but not limited to warranty, guarantee, indemnity or hold harmless agreement) except to the extent that the **Insured** would have been legally liable in the absence of such agreement;

**Article 13** Related Parties

brought or maintained by or on behalf of:

1. any entity of which an **Insured** directly or indirectly has at least a 20% financial interest;  
or
2. any natural person or entity which directly or indirectly has at least a 20% financial interest of the **Insured Organisation**.

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

**Article 14** 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 Item 9 of the schedule to this policy;

**Article 15** 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 10 of the schedule to this policy;

**Article 16** Jurisdictional

1. involving the application of the law outside of the Jurisdiction specified in Item 11 of the schedule to this policy;
2. brought in any Court outside of the Jurisdiction specified in Item 11 of the schedule to this policy; or
3. to enforce a judgment obtained in any Court outside of the Jurisdiction specified in Item 11 of the schedule to this policy;

**Article 17** Non-Insured's Professional Services

based upon, arising from, or in consequence of:



1. any **Professional Services** which are not performed on behalf of the **Insured Organisation**;
2. any **Wrongful Act** committed or allegedly committed by a **Subsidiary** or its principal, partner, director, officer or **Employee** before the entity specified in Item 2 of the schedule to this policy acquired such **Subsidiary**;

Article 18 Directors & Officers Liability, Prospectus Liability, Product Liability, Employer's Liability and Occupiers' Liability

based upon, arising from, or in consequence of:

1. any alleged or actual breach by an **Insured Person** of a duty owed in the capacity of a director, supervisory directors or officer of an entity;
2. the issue by an **Insured Organisation** of any prospectus or any other form of public offering document;
3. any goods or products manufactured, distributed, supplied, sold, installed, repaired, maintained, treated, assembled or processed by or on behalf of any **Insured Organisation**;
4. the death, bodily injury, disease or illness of an **Insured Person** arising out of or in the course of his/her employment; or
5. the ownership or occupation of any real property by an **Insured**;

Article 19 Patent Infringement

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

Article 20 Unfair Trade Practices

based upon, arising from, or in consequence of any breach of the Anti-Unfair Competition Law of the People's Republic of China or any similar law or regulation enacted in other jurisdiction;

Article 21 Insolvency and Debts

based upon, arising from, or in consequence of:

1. the insolvency or bankruptcy of an **Insured** or failure to pay any debt of an **Insured**; or
2. any debt, or any guarantee or other undertaking or obligation given by an **Insured** for a debt;

Article 22 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 23** 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 24** Notification

1. The **Policyholder** or the **Insured** shall give the **Insurer** written notice of any **Claim** first 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 Item 13 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 of or ought to be aware of the occurrence timely by other means.

Article 25 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 26 Loss Mitigation

The **Insured** shall use due diligence and do all things reasonably practicable to avoid or diminish any **Loss** under this policy. 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 27 Allocation

If any **Claim** involves both covered matters and matters not covered by this policy, a fair and proper allocation of any **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 29 of this policy.

Article 28 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 29 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 Item 14 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 30 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 5(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 5(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 31 Retention

The **Insurer** shall only pay for the amount of any **Loss** which is in excess of the amount specified in Item 7 of the schedule to this policy as the **Retention**. The retention amount is to be borne by the **Insured** and shall remain uninsured.

Article 32 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 8 of the schedule to this policy.

Article 33 Premium Payment Warranty

The premium as stated in Item 8 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 34 Cessation of Subsidiaries

If a company ceased to be a **Subsidiary**, before or after the inception date of this policy, coverage with respect to such **Subsidiary** and its principal, partner, director, officer or any **Employee** 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 such company ceased to be a **Subsidiary**.

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 **Applicant** 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 organisation 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 brought against an **Insured**;
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** or the **Insured Person**.
- Article 44 **Insured Organisation** means the entity specified in Item 2 of the schedule to this policy, including:
1. any branch;
  2. any **Subsidiary** existing on or before the inception date of this policy; or
  3. any **Subsidiary** acquired or created after the inception of this policy, provided that such new Subsidiary meets the conditions specified in the Article 8 of this policy.
- 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, secondee or agent of the **Insured Organisation**.
- Article 46 **Insurer** means Chubb Insurance 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 written 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;

5. any costs incurred by the **Insured** in correcting or re-performing any **Professional Services**; or
6. any amount which constitutes reduction or return of fees or expenses, in whole or in part, paid to or charged by the **Insured**.

Article 48 **Period of Insurance** means the period specified in Item 4 of the schedule to this policy.

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

Article 50 **Professional Services** means the professional services provided by **Insured** as specified in Business Activities in Item 3 of the schedule to this policy.

Article 51 **Subsidiary** means a company that the entity specified in Item 2 of the schedule to this policy directly or indirectly:

1. holds more than half of the issued share capital.
2. controls through holding more than half of the voting rights;
3. controls alone, pursuant to a written agreement with other shareholders, more than half of the voting rights therein; or
4. controls the composition of the board of directors.

Article 52 **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 53 **Wrongful Act** means any actual or alleged breach of duty, 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**.