

**久隆财产保险有限公司**  
**商业综合责任保险(事故发生制)条款**  
**注册号：C00020630912023122908961**

本保险单中部分条款是对承保范围进行限制的条款。请仔细阅读整套保险单以明确权利、义务及承保范围和除外责任。

本保险单中“您”及“您的”指声明事项中所列的被保险人，及有资格成为本保险单指定被保险人的任何其他个人或组织。“本公司”、“我们”及“我们的”指本公司，即久隆财产保险有限公司。

“被保险人”指第二节“谁是被保险人”限定的任何个人或组织。

其他标有引号的词具有特定含义。请参照第五节“定义”。

**第一节 承保范围**

**承保范围 A 人身伤害及财产损失责任**

**1. 承保协议**

a. 被保险人因适用本保险的“人身伤害”或“财产损失”造成他人损害，依法应由被保险人负赔偿责任时，本公司对被保险人承担赔偿责任。本公司有权利和义务为被保险人对追究赔偿的“诉讼”进行抗辩。但如果“诉讼”追究的“人身伤害”或“财产损失”赔偿不适用本保险，本公司没有义务为被保险人对该“诉讼”抗辩。本公司可自行决定，就“意外事故”进行调查并解决可能引起的索赔或“诉讼”。但：

(1) 本公司对损失的赔偿金额以第三节——“保险赔偿限额”列明的限额为限；且

(2) 当对承保范围 A 或 B 项下的判决或和解金额的支付，或对承保范围 C 项下的医疗费用的支付达到适用的赔偿限额，本公司的辩护的权利和义务即终止。

除非在“附加赔付—承保范围 A 和 B”项下另有明确规定外，本公司对其他支付款项或采取行动或提供服务的义务或责任不予承保。

b. 仅当符合如下条件时，本保险对“人身伤害”及“财产损失”才适用：

(1) “人身伤害”或“财产损失”是由“承保区域”内发生的“意外事故”引起的；

(2) “人身伤害”或“财产损失”须发生于保险期间内；且

(3) 在保险期间开始前，第二节——“谁是被保险人”第 1 段列明的被保险人和您授权出具或接收“意外事故”或索赔通知的“雇员”之中，没有人完全或部分获悉“人身伤害”或“财产损失”的发生。如果该列出的被保险人或授权的“雇员”在保险期间开始前获悉“人身伤害”或“财产损失”的发生，则在保险期间内或之后发生的该“人身伤害”或“财产损失”的延续、变化或恢复将被视为在保险期间开始前已被获悉。

c. 发生在保险期间内且在保险期间开始前第二节——“谁是被保险人”第 1 段列明的被保险人或您授权出具或接收“意外事故”或索赔通知的“雇员”未获悉的“人身伤害”或“财产损失”包括该“人身伤害”或“财产损失”在保险期满之后的延续、变化或恢复。

d. 当第二节——“谁是被保险人”第 1 段列明的被保险人或您授权出具或接收“意外事

故”或索赔通知的“雇员”做出下列行为之一时，“人身伤害”或“财产损失”被视为在以下最早的时间已被知悉发生：

- (1) 向本公司或其他保险人报告“人身伤害”或“财产损失”之全部或部分；
- (2) 收到因“人身伤害”或“财产损失”造成的损失的书或口头索赔；或
- (3) 通过其他方式获悉“人身伤害”或“财产损失”已发生或已经开始发生。

e. 因“人身伤害”造成的损失包括个人或组织就该“人身伤害”在任何时候造成的护理、误工或死亡提出的索赔。

## (二) 除外责任

本保险不适用于下列事项：

### a. 预期或有意的伤害

从被保险人方面能预期或其有意造成的“人身伤害”或“财产损失”。但因使用合理强力措施保护人身或财产导致的“人身伤害”不在此限。

### b. 合同责任

被保险人因承担合同或协议责任而有义务支付的“人身伤害”或“财产损失”赔偿。但以下损失责任不在此限：

(1) 在没有该合同或协议的情况下被保险人仍将负有的责任；或

(2) 在属于“可保合同”的合同或协议中承担的责任，前提是“人身伤害”或“财产损失”于该合同或协议签署后发生。仅为“可保合同”中承担的责任的目的，被保险人以外的一方发生的、或为之发生的合理律师费及必要诉讼费用被视为由“人身伤害”或“财产损失”引起的损失，前提是：

(a). 该方抗辩或承担由此产生的费用的责任也在同一“可保合同”中规定；且

(b). 该律师费及诉讼费用是为在主张适用于本保险的损失的民事或替代性争议解决程序中为该方进行抗辩的目的而发生的。

### c. 酒水责任

被保险人可因以下原因造成的“人身伤害”或“财产损失”承担的责任：

- (1) 导致或共同导致第三人酒精中毒；
- (2) 向法定饮酒年龄以下或受酒精影响者提供酒精饮品；或
- (3) 有关销售、赠送、分发或饮用酒精饮品的任何法令、条例或规章。

仅当您从事酒精饮品的生产、分销、销售、提供或供应的行业时，本除外责任适用。

### d. 工伤保险及类似法律

被保险人依据工伤保险条例、残障福利法、失业救济或其他类似法律应负的义务。

### e. 雇主责任

对下列人士的“人身伤害”：

(1) 被保险人的“雇员”，且由于以下原因或在其过程中发生：

(a). 被保险人的雇用；或

(b). 履行与被保险人业务行为有关的职责；或

(2) 该“雇员”的配偶、子女、父母、兄弟姐妹因上述(1)项的原因遭受的。

本除外责任适用于：

(1) 无论被保险人作为雇主或任何其他身份可能承担责任；及

(2) 被保险人因与伤害的责任方分担赔偿或偿还责任方已支付的赔偿而产生的相关义务。

本除外责任不适用于被保险人在“可保合同”中应承担的责任。

#### f. 污染

(1) 由实际的、被指控的或将要排出、散布、渗流、移动、释放或泄漏“污染物”

导致的“人身伤害”或“财产损失”的下列“污染物”：

(a). 在或来自任何被保险人任何时间拥有、占用、租用或租借的场所、地点或位置的污染物。但本段不适用于：

(i) 在建筑物内遭受的、由烟、烟尘、蒸汽或煤烟引起的“人身伤害”，该烟、烟尘、蒸汽或煤烟是由建筑供热、制冷或除湿设备、或建筑物占有者或其客人因个人用途加热水而产生或引起的；

(ii) 以下情况下您可能负责的“人身伤害”或“财产损失”：如果您是承包者，且该场所、地点或位置的所有者或承租人已作为额外被保险人，就您为该额外被保险人在该场所、地点或位置进行的业务被加入您的保险，且该场所、地点或位置从未由该额外被保险人以外的任何被保险人拥有、占用、租用或租借；或

(iii) “敌意之火”的热、烟尘、烟气造成的“人身伤害”或“财产损失”；

(b). 在或来自被保险人或其他人或为其在任何时间用于操作、储存、处置、加工或处理废物的任何场所、地点或位置的污染物；

(c). 在任何时间由以下人士或为其作为废物运输、操作、储存、处理或加工的污染物：

(i) 任何被保险人；或

(ii) 任何您可能对其负有法律责任的个人或组织；或

(d). 在或来自任何被保险人、或直接或间接为其工作的任何承包者、分包者经营业务的任何场所、地点或位置的污染物，如果该“污染物”是由该被保险人、承包商或分包商因该业务被带到该场所、地点或位置。但本段不适用于：

(i) 由燃料、润滑剂或其他工作液体的溢出引起的“人身伤害”或“财产损失”，且操作“移动设备”或其零件必需的正常电力、水力或机械功能的实施需要该燃料、润滑剂或其他工作液体，如果该燃料、润滑剂或其他工作液体从设计用来保存、储存或接收它们的运载工具局部中溢出。如果“人身伤害”或“财产损失”因由燃料、润滑剂或其他工作液体的故意流出、散布或释放引起，或如果该被保险人、承包商或分包商将该燃料、润滑剂或其他工作液体带入该场所、地点或位置，其目的是为放出、散布或释放该物质作为其经营的一部分，则本例外不适用。

(ii) 在室内遭受的、由气体、烟气或蒸汽引起的“人身伤害”或“财产损失”，该烟、烟尘、蒸汽或煤烟来自于被带入建筑的材料，且与您或承包商或分包商代表您进行的业务有关；或

(iii) “敌意之火”的热、烟、烟雾造成的“人身伤害”或“财产损失”；

(e). 在或来自于任何被保险人、或任何直接或间接为的工作的承包商、分包商进行经营的任何场所、地点或位置的污染物, 如果该经营为测试、监控、净化、除去、抑制、处理、解毒或中和“污染物”、或以任何方式评估该影响或对之作出反应。

(2) 任何以下事项引起的任何损失、费用或花费:

(a) 要求任何被保险人或其他人测试、监控、净化、除去、抑制、处理、解毒或中和“污染物”、或以任何方式评估该影响或对之作出反应的请求、要求、命令或法定或监管要求; 或

(b) 政府部门或代表其对以下事项引起的损害提出的索赔或“诉讼”: 测试、监控、净化、除去、抑制、处理、解毒或中和“污染物”、或以任何方式评估该影响或对之作出反应。

但如果即使没有该请求、要求、命令或法定或监管要求、或政府部门或代表其提出的索赔或“诉讼”, 该被保险人仍对“财产损失”引起的损失负责, 则本段不适用于该责任。

#### g. 飞机、汽车或船舶

由任何被保险人拥有、操作、租借或借用的飞机、“汽车”或船舶因拥有、保养、使用或托管给他人所导致的“人身伤害”或“财产损失”。使用包括操作及“装载或卸载”。

如果引起“人身伤害”或“财产损失”的“意外事故”涉及被保险人拥有的或操作的或租借的或借用的任何飞机、“汽车”或船舶的拥有、保养、使用或托管, 那么即使针对任何被保险人的主张声称被保险人在监督、租借、雇佣、培训或者监控他人时存在疏忽或其它过失, 本除外责任亦适用。

本除外责任不适用于:

(1) 船舶在您拥有或租借的场地搁浅;

(2) 不是由您所拥有的符合下列条件的船舶:

(a) 长度短于 26 英尺; 且

(b) 不作以收取费用为目的而运送人员或财产之用;

(3) 在您拥有或租借的场所, 或其相邻道路上停放“汽车”, 如果“汽车”不是由您或被保险人拥有或租借或借用;

(4) 在任何“可保合同”下, 由于拥有、保养或使用飞机或船舶而应承担的责任;

或者

(5) 来自于以下情形的“人身伤害”或“财产损失”:

(a) 附于符合“移动设备”定义的陆地交通工具作为其一部分的机器或设备的操作, 如果该机器或设备不受限于其许可证签发地或主要停放地区的强制或金融责任法律或其它机动车辆保险法律; 或者

(b) “移动设备”定义条款第 f. (2) 或 f. (3) 条列明的机器或设备的操作。

#### h. 移动设备

由于下列原因引起的“人身伤害”或“财产损失”:

(1) 由任何被保险人拥有、操作、租借或借用的“汽车”运输的“移动设备”; 或者

(2) 将“移动设备”用于任何事先安排的竞赛、速度或撞车比赛或特技活动, 或练习、准备。

i. 战争

直接或间接由于下列原因引起的“人身伤害”或“财产损失”，无论如何造成：

(1) 战争，包括未宣战的或内战；

(2) 军事力量的战争行动，包括政府、主权或其它当局使用军事人员或其它特工人员防止或防御实际或预期的进攻的行动；或者

(3) 起义、叛乱、革命、恐怖行动、篡权，或政府当局采取的阻止或防卫该事件的行动。

j. 财产损失

对以下各项造成的“财产损失”：

(1) 您拥有、租借或占有的财产，包括您或任何其他人士、组织或实体由于任何原因维修、更换、增强、恢复或者保养该财产所产生的费用或支出，包括防止人身伤害或他人财产损失；

(2) 您出售、出送或废弃的场所，如果“财产损失”是由该场所的任何部分造成的；

(3) 您借用的财产；

(4) 被保险人照管、看管或控制的动产；

(5) 您或直接或间接代表您工作的任何承包人或分包人正对其从事操作的不动产的特定部分，如果“财产损失”由该操作引发；或者

(6) 由于“您的工作”对其不正确的履行，导致必须修复、修理或更换的任何财产的特定部分。

本除外责任的第(1)，(3)和(4)项不适用于租借给您不超过连续 7 日的场所的“财产损失”（火灾毁损除外），包括该场所所含物品。根据第三节—保险赔偿限额，一项单独的赔偿限额适用于租借给您的场所的损失。

本除外责任的第(2)项不适用，如果场所是“您的工作”且未曾被您占有、出租或为出租之用被占据。

本除外责任的第(3)，(4)，(5)和(6)项不适用铁路旁轨使用协议下承担的责任。

本除外责任的第(6)项不适用于“产品—完工操作风险”中包括的“财产损失”。

k. 您的产品的损失

由于“您的产品”或其任何一部分引起产品本身的“财产损失”。

l. 您的工作的损失

由“您的工作”的或其任何部分引起的工作本身的“财产损失”且包含在“产品—完工操作风险”中。

本除外责任不适用，如果损失的工作或产生损失的工作系由代表您的分包商所执行。

m. 对受损坏之财产或未受有形损坏之财产的损害

由于下列原因引起的“受损坏之财产”或未受有形损害之财产的损失：

(1) “您的产品”或“您的工作”中的瑕疵、不足、不当或危险状况；或者

(2) 您或代表您的任何人延迟或未履行合同或协议条款。

本除外责任不适用由已用于预期用途后的“您的产品”或“您的工作”发生突发和偶然的实际损害而导致的其它财产无法使用。

n. 产品、工作或受损坏之财产的召回

因下列各项的无法使用、撤回、召回、检验、修理、更换、调整、清除或处理，而对由您或他人产生的任何损失、费用或开销提出的损失索赔：

- (1) “您的产品”；
- (2) “您的工作”；或者
- (3) “受毁损之财产”；

如果该产品、工作或财产由于其中的已知的或可疑的瑕疵、不足、不当或危险状况而被从市场或他人或任何组织使用中撤回或召回。

o. 个人和广告侵害

“个人和广告侵害”造成的“人身伤害”。

p. 电子数据

来自于下列情况的索赔、“诉讼”、损失或要求：

- (1) 电子存储信息的损害；
- (2) 在电子存储信息的创建、修改、输入、删除或使用中的任何错误；
- (3) 完全或部分无法或不能接收、发送、进入或使用电子存储信息。

q. 石棉

直接或间接由下列项目引起或产生或在任何方面基于下列项目或与之有关的“人身伤害”：

- (1) 石棉
- (2) 任何实际或疑似的暴露于石棉的情况。

r. 专业责任

提供或未能提供专业意见引起的任何索赔、“诉讼”、损失或要求。

s. 罚款、处罚、惩罚和惩戒性赔偿

对无论以何种形式评估的罚款、处罚、惩罚赔偿，惩戒性赔偿或三倍赔偿的索赔。

除外责任 c. 至 n. 项不适用于火灾对您承租的或经所有权人允许您临时占有的场所造成的损害。一项单独的赔偿限额适用于此项承保范围，如在第三节—保险赔偿限额中所描述的。

## 承保范围 B 个人和广告侵害之责任

### （一）承保协议

a. 被保险人因适用于本保险的“个人和广告侵害”，依法应负赔偿责任时，本公司对被保险人承担赔偿责任。本公司有权利和义务为被保险人对追究损害的“诉讼”抗辩。但对于追究本保险不适用的“个人和广告侵害”损害的“诉讼”，本公司没有义务为被保险人对该“诉讼”进行抗辩。本公司可根据自行判断，调查任何侵犯并解决可能由此引起的任何索赔

或“诉讼”。但：

(1) 本公司对损害赔偿的金额以第三节—保险赔偿限额中列明的限额为限：且

(2) 当对承保范围 A 或 B 项下的判决或和解金额的支付，或对承保范围 c 项下的医疗费用的支付达到适用的保险赔偿限额时，本公司的抗辩权利和义务即终止。

除非在“附加赔付—承保范围 A 和 B”项下另有明确规定外，本公司对其他支付款项或采取行动或提供服务的义务或责任不予承保。

b. 本保险仅适用于在保险期间内、在“承保区域”内进行的因您的营业活动引起的侵权行为造成的“个人和广告侵害”。

## (二) 除外责任

本保险不适用于：

### a. 明知侵犯他人权利

被保险人明知其行为将侵犯他人权利且造成“个人和广告侵害”而引起或在其指示下所造成的“个人和广告侵害”。

### b. 明知虚假仍发布材料

由于口头或书面公布材料造成的“个人和广告侵害”，被保险人明知材料虚假却仍旧发布或指导。

### c. 保险期间开始前公布材料

首次公布发生在保险期间开始之前的口头或书面材料的公布造成的“个人和广告侵害”。

### d. 犯罪行为

被保险人做出的犯罪行为或在其指示下的犯罪行为造成的“个人和广告侵害”。

### e. 合同责任

被保险人对“个人和广告侵害”承担合同或协议责任。本除外责任不适用于无合同或协议时被保险人仍然负有的赔偿责任。

### f. 违约

违约造成的“个人和广告侵害”，在您的“广告”中使用他人的广告创意的默示合同除外。

### g. 货物的质量或性能-未能符合声明

货物、产品或服务不符合您“广告”中声明的质量或性能而造成的“个人和广告侵害”。

### h. 价格描述错误

您“广告”中对货物、产品或服务的价格描述错误而导致的“个人和广告侵害”

### i. 侵犯版权、专利、商标或商业秘密

侵犯版权、专利、商标、商业秘密或其它知识产权造成的“个人和广告侵害”。

但是，本除外责任不适用于在您“广告”中对版权、商业外观或标语的侵犯。

### j. 媒体和互联网类型经营中的被保险人

从事下列经营的被保险人造成的“个人和广告侵害”：

- (1) 广告业、广播业、出版业或电视业；
- (2) 为他人设计或确定内容或网站；或者
- (3) 互联网搜索、访问、内容或服务提供商。

但是，本除外责任不适用于定义部分下“个人和广告侵害”的第 14. a.、b. 和 c. 条。

为本除外责任之目的，为您或他人在互联网上任何地方设置框架、边界或链接，或者做广告本身并不被视为从事广告业、广播业、出版业和电视业。

k. 电子聊天室或电子公告板

被保险人主持、拥有或控制的电子聊天室或电子公告板引起的“个人和广告侵害”。

l. 未经授权使用他人名称或产品

在您的电子邮件地址中、域名中或元标记中，未经授权，使用他人名称或产品，或者任何其它类似策略，以误导他人潜在的客户，所引起的“个人和广告侵害”。

m. 污染

在任何时间实际、声称或将要放出、散布、渗流、移动、释放或溢出“污染物”所引起的“个人和广告侵害”。

n. 与污染相关事项

下列事项造成的任何损失、成本或费用：

- (1) 请求、要求、命令或法定或监管要求任何被保险人或他人测试、监控、清

理、清除、抑制、处理、解毒或中和“污染物”，或以任何方式回应“污染物”，或评估“污染物”的影响；或者

(2) 对测试、监控、清理、清除、抑制、处理、解毒或中和“污染物”，或以任何方式回应“污染物”，或评估“污染物”的影响所造成的损害，由政府机关或代表政府机关进行的索赔或诉讼。

o. 战争

直接或间接由于下列原因引起的“人身伤害”或“财产损失”，无论如何造成：

- (1) 战争，包括未宣战的或内战；

(2) 军事力量的战争行动，包括任何政府、主权或其它当局使用军事人员或其它特工人员防止或防御实际或预期的进攻的行动；或者

(3) 起义、叛乱、革命、恐怖行动、篡权，或政府当局采取的阻止或防卫该事件的行动。

p. 电子数据

来自于下列情况的索赔、“诉讼”、损失或要求：

- (1) 电子存储信息的损害；
- (2) 在电子存储信息的创建、修改、输入、删除或使用中的任何错误；
- (3) 完全或部分无法或不能接收、发送、进入或使用电子存储信息。



q. 石棉

直接或间接由下列项目引起或产生或在任何方面基于下列项目或与之有关的“人身伤害”：

- (1) 石棉；
- (2) 任何实际或疑似的暴露于石棉的情况。

r. 专业责任

提供或未能提供专业意见引起的任何索赔、“诉讼”、损失或要求。

s. 罚款、处罚、惩罚和惩戒性赔偿

对无论以何种形式评估的罚款、处罚、惩罚赔偿，惩戒性赔偿或三倍赔偿的索赔。

### 承保范围 C 医疗费用

#### (一) 承保协议

a. 本公司负责赔偿符合以下条件的事故造成“人身伤害”而产生的医疗费用：

- (1) 发生在您所有或租赁的场所；
- (2) 发生在与您所有或租赁的场所相邻道路上；或
- (3) 因为您的经营引起的；

前提是：

- (1) 事故发生在“承包区域”和保险期间内；
- (2) 医疗费用的支出及对本公司的事故报告于事故发生当日起一年内做出；且
- (3) 由本公司负担费用，受伤者应在本公司指定的医生处按要求进行一次或多次

检查。

b. 无论有无过失，本公司将负责赔偿该费用。但该赔偿金额不得超过适用的保险赔偿限额。本公司将支付以下合理费用：

- (1) 事故发生当时的急救；
- (2) 必要的医疗、外科、x 光及牙科服务费用，包括修复性器械；及
- (3) 必要的救护车、住院、专业护理及丧葬费用。

#### (二) 除外责任

本公司不就下列“人身伤害”支付费用：

a. 任何被保险人

给任何被保险人造成的“人身伤害”，“义务工人”除外。

b. 受雇者

给受雇代表被保险人或任何被保险人的承租人，或为其工作的人造成的“人身伤害”。

c. 发生于正常占用场所的伤害

给在您所有或租赁的场所受伤的人造成的“人身伤害”，且该场所通常由该人正常占有。

**d. 工伤保险及类似法律**

给不论是否被保险人“雇员”的个人造成的“人身伤害”，前提是依据工伤保险条例或残障福利法或其他类似法律就该“人身伤害”应向其支付或必须提供福利。

**e. 运动**

给练习、操练或参加任何身体锻炼或比赛、运动或运动竞赛时受伤的人造成的“人身伤害”。

**f. 产品—完工操作风险**

已包含于“产品—完工操作风险”的“人身伤害”。

**g. 承保范围 A 除外责任**

承保范围 A 除外的“人身伤害”。

**附加赔付——承保范围 A 和 B**

1. 对于本公司调查或解决的针对任何被保险人的索赔，或对于本公司抗辩的针对任何被保险人的“诉讼”，本公司将负责赔偿：

a. 解除财产扣押的保证金的成本，但以适用的保险赔偿限额为保证金的限额。本公司无义务提供该保证金。

b. 任何被保险人应本公司要求协助调查或就该索赔或“诉讼”抗辩而发生的所有合理费用，包括因离开工作造成的实际收入损失，但以每天 250 美元为限。

c. “诉讼”中被保险人被收取的费用。

d. 判决被保险人应付的本公司支付的判决金额的判决前利息。如果本公司提出支付适用的赔偿限额，本公司将不支付在提出支付以后的期间发生的任何判决前利息。

e. 在判决之后，且在本公司在适用的赔偿限额以内已经就判决作出支付、承诺支付、或已向法院缴纳款项之前孳生的任何判决给付的总金额的利息。

该支付不会减少赔偿限额。

2. 如果本公司为任何被保险人对“诉讼”抗辩，且该被保险人的一位被赔偿者也被列为该“诉讼”的一方，如果满足以下所有条件，本公司将为该被赔偿者抗辩：

a. 对该被赔偿者的“诉讼”索赔的损失，是在属于“可保合同”的合同或协议中被保险人承担被赔偿者之责任的损失；

b. 本保险适用于该被保险人承担的责任；

c. 为该被赔偿者抗辩的义务及抗辩的费用也由该被保险人在同一“可保合同”中承担；

d. 该“诉讼”中的指控及本公司对“意外事故”了解的信息表明，被保险人和被赔偿者的利益不存在冲突；

e. 被赔偿者和被保险人要求本公司进行并控制被赔偿者对该“诉讼”的抗辩，并同意本公司可指派同一律师为被保险人和被赔偿者进行抗辩；且

f. 被赔偿者：

(1). 书面同意:

- (a). 协助本公司对该“诉讼”进行调查、解决或抗辩;
- (b). 立即向本公司提供其收到的、与“诉讼”相关的要求、通知、传票或法律文件的
- (c). 通知其承保范围可供被赔偿者适用的任何其他保险公司; 且
- (d). 与本公司合作, 协调可供被赔偿者适用的其他保险; 及

(2). 提供给本公司以下书面授权:

- (a). 获取与“诉讼”相关的记录及任何其他信息; 及
- (b). 进行并控制被赔偿者对该“诉讼”的抗辩。

只要满足上述各条件, 以下费用将作为附加赔付支付: 本公司在该被赔偿者的抗辩中发生的律师费、本公司发生的必要诉讼费用、被赔偿者应本公司要求发生的必要诉讼费

用。尽管有第一节——承保范围 A——人身伤害及财产损失责任第 2. b. (2) 段的规定, 该赔付不被视为“人身伤害”及“财产损失”损失的赔偿, 且不会减少赔偿限额。

**以下条件下, 本公司为被保险人的被赔偿者抗辩、支付律师费及必要诉讼费用的义务终止:**

- a. 本公司就判决或和解的赔偿金的支付已达到适用的赔偿限额; 或
- b. 上述条件或 f 段所述协议条款不再得到满足。

## 第二节 谁是被保险人

(一) 如果您在声明事项中被指定为:

- a. 个人, 则您和您的配偶是被保险人, 但仅限于从事您单独拥有的经营业务的行为。
- b. 合伙或合资, 则您是被保险人。您的成员、您的合伙人 and 他们的配偶也是被保险人, 但仅限于从事您所经营业务的行为。
- c. 有限责任公司, 则您是被保险人。您的成员也是被保险人, 但仅限于从事您所经营业务的行为。您的经理人是被保险人, 但仅限于他们作为您的经理人的职责。
- d. 除合伙、合资企业和有限责任公司外的组织, 则您是被保险人。您的“执行管理人”和董事是被保险人, 但仅限于他们作为您的管理人或董事的职责。您的持股人也是被保险人, 但仅限于他们作为持股人的责任。
- e. 信托, 那么您是被保险人。您的受托人也是被保险人, 但仅限于他们作为受托人的职责。

(二) 下列各项也是被保险人:

- a. 您的“义务工人”, 仅限于履行与您经营行为相关的职责, 或者您的“雇员”, 您的“执行管理人”(如果您是合伙、合资或有限责任公司外的组织)和经理人(如果您是有限责任公司)除外, 但仅限于雇用范围内的行为或履行与您的经营行为相关的职责。但是, 在下列情况下, 这些“雇员”和“义务工人”都不是被保险人:

(1) “人身伤害”或“个人和广告侵害”:

(a). 及于您、您的合伙人或成员(如果您是合伙或合资), 您的成员(如果您是有限责任公司), 在雇用期间或在履行与您的经营行为有关的职责时的共同“雇员”, 或者在履行与您的经营行为有关的职责时的您的其他“义务工人”;

(b). 作为上述(1)(a)项段的结果, 及于共同“雇员”或“义务工人”的配偶、子女、父母、兄弟姐妹;

(c). 对此, 有任何义务与必须为上述第(1)(a)或(b)项描述的损害支付赔偿的其他人分担赔偿或向其偿付; 或者

(d). 来自于其提供专业保健服务或未能提供专业保健服务。

(2) 对下列财产的“财产损失”:

(a). 由下列一方所有、占有或使用的财产,

(b). 由下列一方租用、看管、保管或控制的财产, 或为任何目的由下列一方实际控制的财产: 您、您的任何“雇员”、“义务工人”、任何合伙人或成员(如果您是合伙或合资), 或任何成员(如果您是有限责任公司)。

b. 充当您的不动产管理人的任何人(您的“雇员”或“义务工人”除外)或任何组织。

c. 如果您死亡, 临时保管您财产的任何人或组织, 但是仅限于:

(1) 由于对该财产的维护或使用引起的责任; 及

(2) 直至您的法定代理人被指定。

d. 如果您死亡, 您的法定代理人, 但仅限于该项职责。该法定代理人将拥有本承保范围项下您所有的权利和业务。

(三) 您新近收购或设立的, 且您持有全资或大部分股权的任何组织(合伙、合资和有限责任公司除外), 均被视为适格的指定被保险人, 如果该组织无其它类似保险。但是:

a. 本款所提供的保险的有效期至您收购或成立该组织之日后的第 90 日或本保险单保险期满日, 以两者最先发生的为准;

b. 承保范围 A 不适用于您收购或设立该组织前发生的“人身伤害”或“财产损失”; 及

c. 承保范围 B 不适用于您收购或设立该组织前由于的侵权行为造成的“个人和广告侵害”。

任何人或组织就其现在或过去的合伙、合资或有限责任公司将不被视为被保险人, 如果该合伙、合资或有限责任公司未在声明事项中被列为指定被保险人。

### 第三节 保险赔偿限额

(一) 声明事项中所列的保险赔偿限额及下列规定为本公司赔偿的最高限额, 而不论下列各项的数目多少:

a. 被保险人;

b. 提出的索赔或“诉讼”; 或者

c. 提出索赔或“诉讼”的人或组织。

(二) 综合保险赔偿总限额是本公司对于下列各项赔款的最高赔偿金额:

a. 承保范围 C 项下的医疗费用;

b. 承保范围 A 项下的赔偿金,但“产品—完工操作风险”中包含的“人身伤害”或“财产损失”所造成的赔偿金除外;以及

c. 承保范围 B 项下的赔偿金。

(三)产品—完工操作的赔偿总限额是本公司在承保范围 A 项下为“产品—完工操作风险”中包含的“人身伤害”或“财产损失”所造成的赔偿支付的最高赔偿金额。

(四)在不违反上述第 2. 款规定的前提下,个人和广告侵害的赔偿限额是本公司在承保范围 B 项下为任何一个人或组织遭受的“个人和广告侵害”所造成的所有损失而应支付的最高赔偿金额。

(五)在不违反上述第 2. 或 3. 款规定的前提下,无论何者适用,每次事故赔偿限额是本公司对于下列项目支付的最高赔偿金额:

a. 承保范围 A 项下的赔偿金;以及

b. 承保范围 C 项下的医疗费用

由来自于任何同一个“意外事故”而造成的所有“人身伤害”和“财产损失”。

(六)在不违反上述第 5. 款规定的前提下,您承租的场所损坏的赔偿限额是本公司在承保范围 A 项下对任何您承租的,或在您承租期间或经所有人同意临时由您占有期间被火灾损坏的一个场所的“财产损失”所造成的损失支付的最高赔偿金额。

(七)在不违反上述第 5. 款规定的前提下,医疗费用的赔偿限额是本公司在承保范围 c 项下为任何个人遭受的“人身伤害”所发生的所有医疗费用支付的最高赔偿金额。

本保险的保险赔偿限额分别适用于起始于声明事项中列明的保险期间开始之日的每一连续的年度期限和任何少于 12 个月的剩余期限,除非在本保单出具后,保险期间延长少于 12 个月的附加期限。该种情况下,为确定保险赔偿限额,附加期限将被视为是前一保险期间的一部分。

#### 第四节 商业综合责任之基本条款

##### (一) 破产

被保险人或其财产的破产或无力偿付债务,不会免除本公司根据承保范围所应承保的责任。

##### (二) 保险人义务

###### a. 明确说明义务

订立本保险合同时,采用本公司提供的格式条款的,本公司向投保人提供的投保单应当附格式条款,本公司应当向投保人说明本保险合同的内容。对本合同保险合同中免除本公司责任的条款,本公司在订立合同时应当在投保单、保险单或者其他保险凭证上作出足以引起投保人注意的提示,并对该条款的内容以书面或者口头形式向投保人作出明确说

明;未作提示或者明确说明的,该条款不产生效力。

###### b. 签发保单义务

本保险合同成立后,本公司应当及时向投保人签发保险单或其他保险凭证。

###### c. 保险合同解除权行使期限

本公司依据第 3 条第 a 款所取得的保险合同解除权，自本公司知道有解除事由之日起，超过三十日不行使而消灭。本公司在合同订立时已经知道投保人未如实告知的情况的，本公司不得解除合同；发生保险事故的，本公司应当承担赔偿责任。

d. 补充索赔证明和资料的通知

本公司按照第 3 条第 h 款的约定，认为被保险人提供的有关索赔的证明和资料不完整的，应当及时一次性通知投保人、被保险人补充提供。

e. 及时核定、赔付义务

本公司收到被保险人的赔偿保险金的请求并按要求提供证明文件后，应当及时作出是否属于保险责任的核定；情形复杂的，保险人将在确定是否属于保险责任的基本材料收集齐全后，尽快做出核定。

本公司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。本合同保险合同对赔偿保险金的期限有约定的，本公司应当按照约定履行赔偿保险金的义务。本公司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。

f. 先行赔付义务

本公司自收到赔偿保险金的请求和有关证明、资料之日起六十日内，对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；本公司最终确定赔偿的数额后，应当支付相应的差额。

（三）投保人、被保险人义务

a. 告知义务

订立保险合同，本公司就保险标的或者被保险人的有关情况提出询问的，投保人应当如实告知。

投保人故意或者因重大过失未履行前款规定的如实告知义务，足以影响本公司决定是否同意承保或者提高保险费率的，本公司有权解除保险合同。

投保人故意不履行如实告知义务的，本公司对于合同解除前发生的保险事故，不承担赔偿保险金的责任，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，本公司对于合同解除前发生的保险事故，不承担赔偿保险金的责任，但应当退还保险费。

b. 交付保险费义务

除另有约定外，投保人应当在保险合同成立时交付保险费。约定一次性交付保险费的，投保人在约定交费日后交付保险费的，保险人对交费之前发生的保险事故不承担保险责任。

约定分期交付保险费的，保险人按照保险事故发生前保险人实际收取保险费总额与投保人应当交付的保险费的比例承担保险责任，投保人应当交付的保险费是指截至保险事故发生时投保人按约定分期应该缴纳的保费总额。

c. 防灾义务

被保险人应严格遵守国家有关消防、安全、生产操作、劳动保护、危险品处理以及工厂及工业企业等方面规定，加强管理，采取合理的预防措施，尽力避免或减少责任事故的发生。

本公司可以对被保险人遵守前款约定的情况进行检查，向投保人、被保险人提出消除不安全因素和隐患的书面建议，投保人、被保险人应该认真付诸实施。

投保人、被保险人未按照约定履行上述安全义务的，本公司有权要求增加保险费或者解除合同。

**d. 危险程度增加通知义务**

在保险合同有效期内，保险标的的危险程度显著增加的，被保险人应当及时通知本公司，本公司可以按照合同约定增加保险费或者解除合同。

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，本公司不承担赔偿保险金的责任。

**e. 保险事故通知义务**

知道保险事故发生后，被保险人应该：

(1) 尽力采取必要、合理的措施，防止或减少损失，否则，对因此扩大的损失，本公司不承担赔偿责任；

(2) 及时通知本公司，并书面说明事故发生的原因、经过和损失情况；故意或者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，本公司对无法确定的部分，不承担赔偿责任，但本公司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；

(3) 保护事故现场，允许并且协助本公司进行事故调查；对于拒绝或者妨碍保险人进行事故调查导致无法确定事故原因或核实损失情况的，保险人对无法确定或核实的部分，不承担赔偿责任。

**f. 损害赔偿请求通知义务及不得擅自承诺义务**

被保险人收到第三方的损害赔偿请求时，应立即通知本公司。未经本公司书面同意，被保险人对受害人及其代理人作出的任何承诺、拒绝、出价、约定、付款或赔偿，本公司不受其约束。对于被保险人自行承诺或支付的赔偿金额，本公司有权重新核定，不属于本保险责任范围或超出应赔偿限额的，本公司不承担赔偿责任。在处理索赔过程中，本公司有权自行处理由其承担最终赔偿责任的任何索赔案件，被保险人有义务向本公司提供其所能提供的资料和协助。

**g. 抗辩协助义务**

被保险人获悉可能发生诉讼、仲裁时，应立即以书面形式通知本公司；接到法院传票或其他法律文书后，应将其副本及时送交本公司。本公司有权以被保险人的名义处理有关诉讼或仲裁事宜，被保险人应提供有关文件，并给予必要的协助。

**对因未及时提供上述通知或必要协助导致扩大的损失，本公司不承担赔偿责任。**

**h. 索赔材料提供义务**

被保险人请求赔偿时，应向本公司提供下列证明和资料：

a). 当发生可能引起索赔的“意外事故”或侵权行为时，应包括：

- (1). “意外事故”或侵权行为发生的经过、时间和地点；
- (2). 任何受害人及见证人的姓名和地址；及
- (3). “意外事故”或侵权行为引起的任何伤害或损失的性质和位置。

b). 如果任一被保险人收到索赔或被提起“诉讼”，您必须：

- (1). 立即记录该索赔或“诉讼”详情及接到索赔或“诉讼”之日期；且

(2). 尽快通知本公司。

您必须确保本公司尽早收到索赔或“诉讼”的书面通知。

c). 您和任何其他有关被保险人必须:

(1). 立即向本公司提供您收到的、与该索赔或“诉讼”相关的要求、通知、传票或法律文书的副本;

(2). 授权本公司获取记录和其他资料;

(3). 协助本公司对该索赔进行调查、解决或对“诉讼”进行抗辩; 且

(4). 在其他个人或组织对于因适用于本保险的伤害或损失而需对被保险人承担责任的情况下, 被保险人应本公司要求, 须协助本公司对该个人或组织行使权利。

**被保险人未履行前款约定的索赔材料提供义务, 导致本公司无法核实损失情况的, 本公司对无法核实部分不承担赔偿责任。**

#### (四) 赔偿处理

##### a. 赔偿责任确定基础

本公司的赔偿以下列方式之一确定的被保险人的赔偿责任为基础:

(1) 被保险人和向其提出损害赔偿请求的第三方协商并经本公司确认;

(2) 仲裁机构裁决;

(3) 人民法院判决;

(4) 本公司认可的其他方式。

##### b. 第三者赔偿

**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, 本公司不得向被保险人赔偿保险金。**

##### c. 事故损失赔偿金额计算

发生保险责任范围内的损失, 本公司按以下方式计算赔偿:

(1) 对于每次事故造成的损失, 本公司在每次事故责任(赔偿)限额内计算赔偿, 本公司在扣除每次事故免赔额后进行赔偿, 但对于人身伤亡的赔偿不扣除每次事故免赔额;

(2) 在保险期间内, 本公司对多次事故损失的累计赔偿金额不超过累计责任(赔偿)限额。

##### d. 法律费用赔偿金额计算

除合同另有约定外, 对每次事故法律费用的赔偿金额, 包括在每次事故的赔偿限额内。

##### e. 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, 本公司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, 被保险人应当向本公司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, 本公司赔偿保险金时, 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，在本公司未赔偿保险金之前，被保险人放弃对有关责任方请求赔偿权利的，本公司不承担赔偿责任；本公司向被保险人赔偿保险金后，被保险人未经本公司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本公司不能行使代位请求赔偿的权利的，本公司可以扣减或者要求返还相应的保险金。

f. 索赔时效

被保险人向本公司请求赔偿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。

（五）对本公司的法律行动

在本保险下，任何个人或组织无权采取以下措施：

a. 使本公司作为一方加入到或使本公司卷入一项向被保险人提出索赔要求的“诉讼”；或

b. 除非完全遵守本保险所有条款，向本公司就本保险提出诉讼。

个人或组织可根据同意的和解或对被保险人的终审判决，向本公司提出“诉讼”要求赔偿；但对不在本保险单承保范围条款下的损失，或超出所适用的保险赔偿限额的损失，本公司不承担赔偿责任。同意的和解指由本公司、被保险人和索赔人或其法定代理人签署的和解协议及责任之弃权。

（六）其他保险

对于本公司根据本保险承保范围 A 或 B 负责赔偿的损失，被保险人如有其它有效可收的保险单存在，则本公司的责任范围限于下列情况：

a. 底层保险

除非 b 项适用的情况外，本保险单所提供的保险为底层保险。如果本保险为底层保险，本公司的责任范围将不受影响，除非任何其他保险亦为底层保险。此时，本公司将按 c 项所述方法与该其他保险共同承担赔偿责任。

b. 超赔保险

本保险对以下保险赔偿金额的超额部分承担赔偿责任：

(1) 以下任何其他保险，不论其为是底层保险、超赔保险、或有保险或任何其他基础的保险：

(a). 该保险单属于对“您的工作”提供的火险、附加险、承建商险、安装险或其他类似保险；

(b). 该保险单是对您租用的、或经所有者同意临时占用的场所提供的火灾保险；

(c). 该保险单是为赔偿您作为承租人对您租用的、或经所有者同意临时占用的场所的“财产损失”的责任而购买；或

(d). 对因维护或使用飞机、“汽车”或船舶导致的损失，但以其不受第一节一承保范围 A-人身伤害及财产损失责任中的除外责任 g. 的约束为限。

(2) 您可适用的覆盖场所或运营、或产品及已完成的运营产生的损害的赔偿责任的任何其他底层保险，且为此您已经通过附加批单被添加为附加被保险人。

当本保险为超赔保险单时，本公司并无义务在承保范围 A 或 B 项下，为被保险人对任

何“诉讼”进行任何其他保险人有责任进行的抗辩。如无其他保险公司进行抗辩，则由本公司承担抗辩之责，但本公司将有权获得被保险人向其他保险人进行追偿的权利。

当本保险作为其他保险的超赔保险时，本公司将仅赔偿超过以下各项金额之和且应由本公司分担的损失部分(如适用)：

(1) 在无本保险的情况下，其他保险应付的赔偿损失总金额；及

(2) 所有其他保险中所有免赔额和自保金额之总和。

本公司将与任何其他保险分担剩余的损失(如有)，前述其他保险在本超赔保险条款中未被提及且并非特别为本保险声明事项列明的赔偿限额的超额部分购买。

c. 共同承担方法

如果所有其他保险允许等额分摊，本公司亦按此方法办理。在此方式下，每一保险公司等额分摊赔偿直至该被保险人的赔偿限额已赔尽或损失已全部获得赔偿，以最先发生者为准。

如果任一其他保险不允许等额分摊，本公司将根据保险赔偿限额进行分摊。在此方式下，每一保险人应承担的赔偿金额以该保险公司适用的保险赔偿限额在所有保险人适用的总赔偿限额中所占比例进行分摊。

(七) 保险费审计

a. 本公司将根据本公司规则与费率计算本保险单承保范围下所有的保险费。

b. 保险单所列保费仅为预付保费。在每个审计期满时，本公司将计算审计期内应付的实际保费，并通知第一指定被保险人。审计保费和追溯保费的到期日为账单上显示的到期日。如果预先支付的金额与所付的保险期间的审计保费金额超过应付的实际保费，本公司将退还给第一指定被保险人超额部分。

c. 第一指定被保险人须保留本公司计算保费有关的资料，并根据本公司要求随时将其副本提供给本公司。

(八) 陈述

鉴于接受本保险单，您同意：

a. 声明事项中的叙述是准确完整的；

b. 该叙述乃基于您在此对本公司所作出的陈述；且

c. 保证声明事项中所有叙述是真实的。

(九) 被保险人的区别对待

除了有关保险赔偿限额及对第一指定被保险人特别指定的权利或义务外，本保险单提供的保险：

a. 视每一指定被保险人为本保险唯一指定被保险人；且

b. 分别适用于任何一位被索赔或“诉讼”被提起的被保险人。

(十) 如果本公司不续签保险单

如果本公司决定不续签本保险单，本公司将在到期日的至少 30 天以前，将不续签的书面通知邮寄或递送至声明事项中列明的第一指定被保险人。

如果邮寄该通知的，则邮寄证明足够作为已通知的证明。

(十一)任何由本保险引起的或与之相关的争议应提交至中国国际经济贸易仲裁委员会进行仲裁。仲裁裁决为终局的且对双方有约束力。该仲裁应依据申请仲裁时有效的该委员会的规则进行，但应遵守如下修订：

a. 仲裁应仅以中文进行。所有仲裁员须中文流利。所有提交的文件和口头陈述须为中文。如果任一方希望依赖其他语言的文件或言词证据，该方应负责在提供该语言版本证据的同时，向另一方及仲裁员提供其准确的中文翻译和口译，且如果未能提供该中文翻译或口译，则该证据将不予采纳。

**2. 任何情况下，首席仲裁员不得是与任何一方具有(或曾经具有)相同国籍之人。**

## 第五节 定义

(一)“广告”指以吸引顾客或拥护者为目的，向公众或特定市场分区广播或发布的、关于您的商品、产品或服务的通告。在本定义中：

a. 公布的通告包括设置于互联网上或类似电子通讯方式上的材料；且

b. 就互联网网站而言，只有与您的商品、产品、或服务有关的、以吸引顾客或拥护者为目的的部分才被视为广告。

(二)“汽车”指：

a. 用于在公共道路上行驶而设计的陆面机动工具、拖车或半拖车，包括任何有关的附属的机械或设备

b. 按照获得许可或主要停放地区的强制性或金融性责任法律或机动车保险法所界定的任何其他陆上机动工具。

**但“汽车”不包括“移动设备”。**

(三)“人身伤害”指任何人遭受的身体伤害、疾病或病症，包括任何时间内因此引起的死亡。

(四)“承保区域”指

a. 声明事项中关于“地域限制”的规定：

b. 国际水域或空间，但伤害或损失需发生在包括在上述 a 项中的任何地域之间的旅途或运输过程中；或

c. 世界任何地方，如果伤害或损失发生于：

(1)您在上述 a 项中列明的区域制造或销售的商品或产品；

(2)某个居住在上述 a 项中列明的区域的人进行的活动，但某人正为了您的经营业务短期离开该区域；或

(3)网上或类似电子通讯方式上发生的“个人或广告伤害”

前提是被保险人支付赔偿金的责任根据在上述 a 项列明的区域内对事实提起的“诉讼”或由本公司同意的和解决定。

**(五)“雇员”包括“租借工人”。“雇员”不包括“临时工人”。**

(六)“执行管理人”指担任由您的执照、宪章、章程、细则或任何其他类似管理文件所设立职位之人。

(七) “敌意之火”指变得无法控制的或自其预期区域向外蔓延的火。

(八) “受损坏之财产”指“您的产品”或“您的工作”之外的其他有形财产，由于以下原因不能使用或不能充分使用：

a. 其构成“您的产品”或“您的工作”的一部分，而“您的产品”或“您的工作”已知或被认为有缺陷、不足、不当或危险；或

b. 您未能履行合同或协议的条款；

但该财产通过以下方法可恢复使用：

a. 对“您的产品”或“您的工作”进行修理、更换、调整或拆除；或

b. 您履行了合同或协议的条款。

(九) “可保合同”指：

a. 场所租约。但场所租约中约定就您租赁或经业主同意临时占用的场所发生的火灾而赔偿任何个人或组织赔偿金的部分不属于“可保合同”；

b. 铁路旁轨使用协议；

c. 任何通行权或许可协议，但在铁路 50 英尺范围内的建造或拆除作业除外；

d. 根据法令对市政当局的赔偿要求，但应市政当局要求施工者除外；

e. 电梯维护协议；

f. 与您经营业务(包括为市政当局进行的工作有关的对市政当局的赔偿)有关的任何其他合同或协议的那一部分，据此您承担另一方民事侵权责任对第三方个人或组织的“人身伤害”或“财产损失”进行赔偿。民事侵权责任指在不存在任何合同或协议的情况下，依照法律所要承担的责任。

f 段不包括下列任何合同或协议的部分：

(1) 根据该部分就建造或拆除作业引起的“人身伤害”或“财产损失”对铁路进行赔偿，该建造或拆除作业在任何铁路设施 50 英尺范围内进行，且影响到任何铁路桥梁或架柱、铁轨、路基、隧道、地下道或交叉路口；

(2) 由于下列各项，就相关伤害或损失对建筑师、工程师或勘察师进行赔偿的部分：

(a). 筹备、同意或未能筹备或同意地图、店铺图样、意见、报告、勘察、场序、顺序改动、图样和细节；或

(b). 指示、指令或未能指示、指令，且该行为为伤害或损失的根本原因；或

(3) 如果被保险人为建筑师、工程师或勘察师，根据该部分，由于其提供或未能提供专业服务，包括在以上(2)项中列明的内容和监督、检查、建筑或工程服务造成伤害或损失，被保险人承担责任。

(十) “租赁工人”指劳动力租赁公司按照该公司与您之间的协议租赁给您用于履行与您的业务运营有关职责的人。“租赁工人”不包括“临时工人”。

(十一) “装载或卸载”指下列情况下对财产的处理：

a. 财产从获准搬运之地被搬运上飞机、船舶或“汽车”后；

b. 财产装载于飞机、船舶或“汽车”时；或

c. 财产从飞机、船舶或“汽车”上被搬运至最后目的地。

但“装载或卸载”不包括使用非附于飞机、船舶、或“汽车”上的机器设备(手推车除外)所作的财产搬运。

(十二) “移动设备”指以下任何种类的陆上机动工具，包括其所有附属机械或设备：

- a. 主要在公共道路以外的地方使用的推土机、农业机械、铲车和其他车辆；
- b. 专为在您拥有或租借的场所或其相邻道路上使用的车辆；
- c. 履带式车辆；
- d. 主要为以下各项永久性安置提供可移动性而运营的车辆，无论其是否为自有动力：

(1) 动力起重机、铲车、装卸机、挖掘机或钻孔机；或

(2) 建造或铺设道路的设备，例如平路机、刮土机或压路机；

e. 未列入以上 a、b、c 或 d 项的非自有动力运输工具，且主要为以下各项永久性附属设备提供可移动性而运营的运输工具：

(1) 空气压缩机、泵和发电机，包括喷雾、焊接、建造清理、地球物理勘测、照明和井下设备；或

(2) 用于升降工人的车载升降台和类似设备；

f. 未列入以上 a、b、c 或 d 项的、主要以客运或货运以外目的而运营的运输工具。

但是有以下各种永久性附属设备的自有动力运输工具不是“移动设备”，而被认为是“汽车”：

(1) 主要为以下目的而设计的设备：

(a). 清除积雪；

(b). 道路保养，但不用于建造或铺设道路；

(c). 道路清扫；

(2) 安置于汽车或卡车底盘、用于升降工人的车载升降台和类似设备；及

(3) 空气压缩机、泵和发电机，包括喷雾、焊接、建造清理、地球物理勘测、照明和井下设备。

但是，“移动设备”不包括按照获得许可或主要停放地区的强制性或金融性责任法律、或其他汽车保险法律所界定的陆上机动工具。按照强制性或金融性责任法律、或其他汽车保险法律所界定的陆上机动工具被视为“汽车”。

(十三) “意外事故”是指一次事故，包括在连续或重复暴露于同一有害状况下的事故。

(十四) “个人和广告侵害”指由下列一项或多项侵犯引起的伤害，包括其导致的“人身伤害”：

a. 非法逮捕、拘押或监禁；

b. 恶意控告；

c. 房屋所有人、房东或出租人或代表上述人士行为的人非法进入，或将他人驱逐出其所占有的房间、住宅或场所，或侵犯他人私人占有该房间、住宅或场所的权利；

d. 以任何方式的口头或书面公布诽谤个人或组织，或诋毁其商品、产品或服务的材料；

e. 以任何方式的口头或书面公布侵害他人隐私权的材料；

- f. 在您“广告”中使用他人的广告创意；或
- g. 在您“广告”中侵犯他人版权、商业外观或标语。

(十五) “污染物”指任何固体、液体、气体或热刺激物或污染物，包括烟雾、蒸汽、煤烟、浓烟、酸、碱金属、化学品和废物。废物包括待循环、复原或再生的材料。

(十六) “产品—完工操作风险”：

a. 包括所有发生在您所有或租赁的房产以外的由“您的产品”或“您的工作”导致的“人身伤害”和“财产损失”，除非：

(1) 产品仍由您实际占有；或者

(2) 工作尚未完成或被遗弃。但是，“您的工作”的完成时间将以下列时间中最先发生的为准：

(a). 您合同规定的所有的工作已经完成。

(b). 如果您的合同规定有多于一处的工作场所，则当所涉及场所的所有工作都完成时。

(c). 当在一个工作场所完成的工作的部分已经为任何个人或组织(不包括从事同一项目施工的其他承包商或分包商)用于其预定目的使用时。

某项工作虽需要服务、维护、校正、维修或更换，但其他方面皆已经完工，则视为该项工作完成。

b. 不包括由下列事项引起的“人身伤害”或“财产损失”：

(1) 财产的运输，除非损害或损失是由并非您所有或操作的交通工具的状况造成，且该状况是由任一被保险人“装载或卸载”该交通工具造成。

(2) 工具、未安装设备或被抛弃的或未使用的材料的存在；或者

(3) 产品或操作，列于声明事项中或保单中对此的分类表明完工操作适用综合保险赔偿总限额。

(十七) “财产损失”指：

a. 对有形财产的实际损害，包括由此产生的对该财产无法使用。所有前述无法使用应被视为发生在导致它的实际损害发生时；或者

b. 无实际损害的有形财产无法使用。所有前述无法使用应被视为发生在导致它的“意外事故”发生时。

为本保险之目的，电子数据不是有形财产。

如在本定义中的使用，电子数据指存储的、创建的或使用的，或传播至电脑软件或从电脑软件传播来的信息、事实或程序，包括系统和应用软件、硬盘或软盘、光驱、磁带、驱动器、电池、数据处理装置或任何其他与电子控制设备共同使用的媒体。

(十八) “诉讼”指民事程序，在该程序中，本保险适用的“人身伤害”、“财产损失”和“个人和广告损害”造成的赔偿金被主张索赔。“诉讼”包括：

a. 仲裁程序，在该程序中，该赔偿金被索赔，且被保险人必须提交或经本公司同意提交给该程序；或

b. 任何其它争议解决程序，在该程序中，该赔偿金被索赔，且被保险人经本公司同意提交给该程序。

(十九) “临时工人”指提供给您的，代替休假中的永久“雇员”的人，或用于完成季节性工作或短期工作的人。

(二十) “义务工人”指不是您“雇员”的人，但按照您的指示而行动并在您确定的职责范围内奉献他的/她的工作，您或任何其他人并不因为他们为了您工作而支付费用、薪水或其它报酬。

(二十一) “您的产品”

a. 指：

(1)除房地产外由下列人员生产的、销售的、处理的、分销的或处置的任何货物或产品

(a). 您；

(b). 您名义下的其它交易；或者

(c). 您已收购其业务或资产的人或组织；以及

**(2) 与该货物或产品相关的集装箱(交通工具除外)、材料、部件或设备。**

b. 包括

(1)在任何时间做出的关于“您的产品”的适合度、质量、寿命、性能或使用的保证或陈述，和

(2) 提供或未能提供警告或指示。

**c. 不包括出租或放置用于他人使用但并未被销售的自动贩卖机和其它财产。**

(二十二) “您的工作”

a. 指：

(1) 您或代表您所做的工作或操作；以及

(2) 与该工作或操作相关的所提供的材料、部件或设备。

b. 包括：

(1)在任何时间做出的关于“您的工作”的适合度、质量、寿命、性能或使用的保证或陈述，和

(2) 提供或未能提供警告或指示。

# Long Property & Casualty Insurance Co., Ltd

## Commercial General Liability Insurance (Occurrence Basis)

### Clauses

Please read the full policy carefully

**Some of the clauses in this policy are those limiting the scope of coverage. Please carefully read the full policy to clarify the rights, obligations, coverage and exclusions.**

"You" and "your" in this policy mean the Insured listed in the declaration and any other individual or organization qualified to be the insured named in this policy. "Company", "we" and "our" refer to the Company, namely Long Property & Casualty Insurance Co., Ltd.

"The insured" refers to any individual or organization defined in Section II—"Who is the Insured".

Other words marked with quotation marks have specific meanings. Please refer to Section V - "Definition".

### Section I Coverage

#### Coverage A Liability for personal injury and property loss

##### 1. Underwriting agreement

a. The company shall indemnify the insured if the insured causes damage to others due to the "personal injury" or "property loss" of this insurance and the insured shall be liable for compensation in accordance with the law. The company has the right and obligation to defend for the insured against the "lawsuit" for compensation. **However, the company is not obliged to defend for the insured against any "personal injury" or "property loss" in "lawsuit" which are not applicable to this insurance.** The Company may, at its sole discretion, investigate and settle any claim or "lawsuit" that may arise from the "accidents". But:

**(1) The amount of indemnity for the loss of the Company is limited to the limit set out in Section III – "Insurance Limit of Indemnity"; and**

**(2) The rights and obligations of the Company to defend terminate when the payment of the amount of judgment or settlement under the insurance coverage A or B, or the payment of the medical expenses under the insurance coverage C reaches the applicable limit of indemnity, the rights and obligations of the company's defense are terminated.**

**Unless otherwise expressly provided under "Additional Compensation - Coverage A and B", the company does not insure against any other obligation or responsibility to make payments or take action or provide services.**

b. This insurance only applies to "personal injury" and "property loss" when the following conditions are met:

(1) "Personal injury" or "property loss" arises from an "accident" occurring within the "policy territory";

(2) "Bodily injury" or "property loss" shall occur during the policy period; and

(3) Prior to the commencement of the policy period, none of the insured listed in



Paragraph 1 of Section II - "Who is the insured" and the "employee" whom you authorize to issue or receive "accidents" or "notification of claims" has been fully or partially informed of the occurrence of "bodily injury" or "property loss". If the listed insured or authorized employee becomes aware of the occurrence of a bodily injury or loss of property prior to the commencement of the policy period, the continued change or restoration of such personal injury or loss during or after the policy period shall be deemed to have been made aware prior to the commencement of the policy period

c. Any "policy period" or "property loss" that occurs during and before the policy period and is not known to the insured listed in Paragraph 1 of Section II - "Who is the insured" and the "employee" whom you authorize to issue or receive "accidents" or "notification of claims" includes the continuation, change or recovery of such "personal injury" or "property loss" after the expiration of the policy period.

d. "Bodily injury" or "property loss" is deemed to have been known to have occurred at the earliest time when the insured listed in Paragraph 1 of Section II - "Who is the insured" and the "employee" whom you authorize to issue or receive "accidents" or "notification of claims" commits one of the following acts:

(1) Report all or part of "bodily injury" or "property loss" to the Company or other insurers;

(2) Receive a written or oral claim for loss caused by "bodily injury" or "property loss";  
or

(3) Learn by other means that "bodily injury" or "property loss" has occurred or has begun to occur.

e. Losses caused by "bodily injury" include claims by individuals or organizations for care, delayed work or death caused by such "personal injury" at any time.

## **2. Exclusions**

**This insurance does not apply to the following:**

### **a. Anticipated or intentional harm**

**"Personal injury" or "property loss" that can be anticipated or intentionally caused by the insured. However, "bodily injury" caused by the use of reasonably strong measures to protect the person or property shall not be subject to this restriction.**

### **b. Contractual responsibility**

Compensation for "personal injury" or "property loss" obligated to be paid by the Insured for assuming liability for a contract or agreement. However, the following liability for loss is not covered:

(1) The liability that should be borne by the insured in the absence of the contract or agreement; or

(2) Liability under a contract or agreement that is an "insurable contract", **provided that "personal injury" or "loss of property" occurs after the execution of the contract or agreement.** Reasonable attorney's fees and necessary litigation costs incurred by or for a party other than the insured only for the liability under an insurable contract is considered as loss caused by "bodily injury" or "loss of property", **provided that:**

(a) **The liability of such party to defend or bear the expenses incurred thereby is also specified in the same "insurable contract"; and**

(b) **The attorney's fees and lawsuit costs are incurred for the purpose of defending the party in a civil or alternative dispute resolution proceedings**

claiming a loss applicable to this insurance.

**c. Alcohol liability**

Liability for “personal injury” or “property loss” that should be borne by the Insured due to the following reasons:

- (1) Causing or jointly causing alcoholism of a third person;
- (2) Providing alcoholic drinks to persons below the legal drinking age or affected by alcohol; or
- (3) Any decree, rule or regulation relating to the sale, giving, distribution or consumption of alcoholic drinks.

This exclusion shall apply only when you are engaged in the production, distribution, sale, offering or supply of alcoholic drinks.

**d. Work Injury Insurance and similar laws**

The obligations of the insured under the regulations on Work Injury Insurance Regulation, Disability Benefits Act, unemployment benefits or other similar laws.

**e. Employer’s responsibility**

“Personal injury” to the following:

- (1) “Employees” of the insured, and it is occurred for or in the course of:
  - (a) Employment of the insured; or
  - (b) Performing duties related to the business conduct of the insured; or
- (2) The spouse, children, parents, siblings of the “employee” due to reasons as specified in item (1) above.

This exclusion applies to:

- (1) Any liability that the insured may assume as an employer or in any other identity; and
- (2) Relevant obligations of the insured arising from its sharing of compensation with the responsible party for the injury or repayment of the compensation paid by the responsible party.

The exclusions does not apply to the liabilities of the insured under the “insurable contract”.

**f. Pollution**

(1) The following “contaminants” of “personal injury” or “property loss” caused by actual, alleged or intended to be discharged, scattered, oozing, moving, releasing or leaking “contaminants”:

(a) Any contaminant at or from a place, place or position owned, occupied, rented or leased by any insured at any time. However, this paragraph does not apply to:

(i) “Bodily injury” suffered in the building by smoke, soot, steam or soot due to building heating, cooling or dehumidifying equipment, or water heating by building occupants or guests for personal purposes;

(ii) You may be responsible for “bodily injury” or “property damage” in following cases: If you are a contractor, and the owner or tenant of the site, place,

or location is already an additional insured adding into your insurance with respect to business you are performing at the site, location or place for the additional insured, with the site, location or place not owned, occupied, rented or rented by any insured other than the additional insured; or

(iii) "Bodily injury" or "loss of property" caused by the heat, soot or fumes of the "hostile fire";

(b) Any contaminant at or from any site, place or location which is used at any time by the insured or any other person to operate, store, dispose of, process or treat waste;

(c) Any contaminant transported, handled, stored, treated or processed as waste by or for the following persons at any time:

(i) Any insured; or

(ii) Any individual or organization for whom you may be legally liable; or

(d) Any contaminant at or from any place, site or location where any contractor or subcontractor working directly or indirectly for any insured carries on business, if the "contaminant" is brought to the place, site or location by such insured, contractor or subcontractor for the business. However, this paragraph does not apply to:

(i) "Personal injury" or "property loss" caused by the spillage of fuel, lubricant or other working fluid, and such fuel, lubricant or other working fluid is required to perform the normal electrical, hydraulic or mechanical functions necessary to operate the "mobile equipment" or its components, if they are spilled from carrier designed to keep, store, or receive them. This exception is not applicable, if the "personal injury" or "property loss" is caused by intentional outflow, distribution or release of fuel, lubricant or other working fluid, or if the insured, contractor or subcontractor brings the fuel, lubricant or other working fluid to the site, place or location for purpose of emitting, distributing or releasing such substance as part of its operations.

(ii) "Personal injury" or "property loss" caused indoors by gas, smoke or steam, and such smoke, dust, steam or soot comes from materials brought into the building and related to any business you undertake or the contractor or subcontractor undertakes on your behalf; or

(iii) "Personal injury" or "property loss" caused by the heat, soot or fumes of the "hostile fire";

(e) Any contaminant at or from any place, site or location operated by any insured, or by any contractor or subcontractor working directly or indirectly for any insured for operation purpose, if such operation is to test, monitor, purify, remove, suppress, treat, detoxify or neutralize "contaminants", or evaluate the influence or react to them in any way.

(2) Any loss, expense or cost arising from any of the following:

(a) Any request, requirement, order, or statutory or regulatory requirement requiring any insured or other person to test, monitor, purify, remove, inhibit, treat, detoxify or neutralize any "contaminant", or evaluate the influence or react to them in any way.

(b) Any claims or "lawsuit" brought by or on behalf of the government department against the damages due to the following: testing, monitoring, purifying, removing, inhibiting, treating, detoxifying or neutralizing "contaminants"

or evaluating the influence or reacting to them in any way.

However, this paragraph shall not apply if the insured is still responsible for the losses caused by "property loss" in case of no request, requirement, order or statutory or regulatory requirement or claim or "lawsuit" filed by or on behalf of the government.

**g. Aircraft, car or ship**

"Personal injury" or "property loss" arising from the possession, maintenance, use or custody of an aircraft, "automobiles" or ship owned, operated, leased or borrowed by any insured. Use includes operations and "loading or unloading".

If an "accident" causing "personal injury" or "property loss" involves the possession, maintenance, use or custody of an aircraft, "automobiles" or ship owned, operated, leased or borrowed by the insured, the exclusions also apply even if the claim against any insured claims that the insured has been negligent or otherwise in observant in supervising, renting, hiring, training or supervising others.

This exclusions are not applicable to the following:

- (1) The ship is stranded on the premises you own or rent;
- (2) Ships not owned by you that meet the following conditions:
  - (a) Length is shorter than 26 feet; and
  - (b) Not for transporting people or property for purpose of collecting fees;
- (3) Park "automobiles" at a place owned or leased by you, or on an adjacent road, if the automobiles are not owned or leased or borrowed by you or the insured;
- (4) Liability for the possession, maintenance or use of an aircraft or ship under any "insurable contract"; or
- (5) "Personal injury" or "property loss" arising from the following:
  - (a) Operation of machinery or equipment attached as part of a land vehicle complying with the definition of "mobile equipment", if such machinery or equipment is not subject to mandatory or financial liability laws or other automobiles insurance laws at the place of issue or primary parking; or
  - (b) Operation of machine or equipment listed in "mobile equipment" definition clauses f.(2) or f.(3).

**h. Mobile device**

Personal injury or property loss caused by the following reasons:

- (1) "Mobile equipment" transported by "automobiles" owned, operated, leased or borrowed by any insured; or
- (2) Using the "mobile equipment" for any pre-arranged race, speed or crash race or stunt, or for practice or preparation.

**i. War**

"Personal injury" or "property loss" caused directly or indirectly by the following, in any case:

- (1) War, including undeclared or civil war;
- (2) Act of war by military force, including actions of the government, sovereignty, or other authorities to use military personnel or other special agents to prevent or defend against actual or anticipated offense; or
- (3) Insurrection, rebellion, revolution, act of terror, usurpation of power, or any action taken by government authorities to prevent or defend the event.

**j. Property loss**

**"Property loss" caused to the following:**

- (1) Property owned, leased or possessed by you, including the costs or expenses incurred by you or any other person, organization or entity in repairing, replacing, enhancing, restoring or maintaining the property for any reason, including the prevention of personal injury or property loss of others;
- (2) The premises sold, presented or discarded by you, if "property loss" is caused by any part of the premises;
- (3) Property borrowed by you;
- (4) Personal property under the care, custody or control of the insured;
- (5) The specific portion of the real estate in which you or any contractor or subcontractor working directly or indirectly on your behalf is engaged, if such "property loss" is caused by such operation; or
- (6) The specific part of any property that must be repaired, fixed, or replaced due to incorrect performance of "your work".

Items (1), (3) and (4) of this exclusions do not apply to "property losses" (other than fire damage) leased to you for a period of not more than 7 consecutive days, including items contained in the premises. According to Section III - Insurance Limit of Indemnity, a separate limit of indemnity applies to losses of premises leased to you.

Item (2) of the exclusions does not apply if the premises are "your work" and have not been occupied by you for lease, occupation or renting.

Items (3), (4), (5) and (6) of this exclusions do not apply to the liability under the Railway Side Rail Use Agreement.

Item (6) of the exclusions does not apply to "property loss" included in "Product -- Risk of completion operation".

**k. Loss of your product**

The "property loss" to the product itself as a result of your product or any part thereof.

**l. Loss of your work**

The "property loss" to the work itself caused by "your work" or any part thereof and included in the "Product – Risk of completion operation".

This exclusion does not apply if the lost work or the work causing loss is performed by a subcontractor acting on your behalf.

**m. Damage to damaged property or property not physically damaged**

**Loss of "damaged property" or property not physically damaged as a result**

of:

(1) Defects, deficiencies, impropriety or dangerous conditions in "your products" or "your work"; or

(2) You or any person on your behalf has delayed or failed to perform the terms of the contract or agreement.

This exclusion shall not apply to the unavailability of other property caused by sudden and accidental actual damage to "your products" or "your work" which has been used for the intended purpose.

**n. Recall of products, work or damaged property**

Claim for any loss, expense or cost incurred by you or others due to any of the following unavailability, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "The damaged property";

If the product, work or property is withdrawn or recalled from the market or from the use of others or any organization due to a known or suspected defect, deficiency, impropriety or dangerous condition therein.

**o. Personal and advertising injury**

"Personal injury" caused by "personal and advertising injury."

**p. Electronic data**

Any claim, "lawsuit", loss or request arising from the following:

(1) Damage to electronically stored information;

(2) Any error in the creation, modification, input, deletion or use of electronically stored information;

(3) Unable or unable to receive, transmit, access or use electronically stored information in whole or in part.

**q. Asbestos**

"Bodily injury" directly or indirectly arising from or caused by, or in any way based on, or related to, the following items:

(1) Asbestos

(2) Any actual or suspected exposure to asbestos.

**r. Professional responsibility**

Any claim, "lawsuit", loss or request arising from the provision or failure to provide professional advice.

**s. Fines, penalties, punishment and punitive damages**

Claims for fines, penalties, punitive damages, exemplary damages or triple damages assessed in whatever form.

Exclusions item c. to n. do not apply to damage caused by fire to premises which you have leased or which you temporarily occupy that permitted by the

owner. A separate limit of indemnity applies to the scope of coverage, as described in Section III - Insurance Limit of Indemnity.

### **Coverage B Liability for personal and advertising injury**

#### **1. Underwriting agreement**

a. The company shall indemnify the insured if the insured is legally liable for "personal and advertising injury" applicable to the insurance. The company has the right and obligation to defend for the insured against the "lawsuit" for damage. **However, the Company is not obliged to "lawsuit" against the "personal and advertising infringement" damages which are not applicable to this insurance.** The company may, at its sole discretion, investigate any violation and settle any claims or "lawsuit" that may arise therefrom. But:

**(1) The amount of indemnity for the damage of the Company is limited to the limit set out in Section III – “Insurance Limit of Indemnity”; and**

**(2) The rights and obligations of the Company to defend terminate when the payment of the amount of judgment or settlement under the coverage A or B, or the payment of the medical expenses under the coverage C reaches the applicable limit of indemnity, the rights and obligations of the company's defense are terminated.**

**Unless otherwise expressly provided under "Additional Compensation - Coverage A and B", the company does not insure against any other obligation or responsibility to make payments or take action or provide services.**

b. This insurance only applies to "personal and advertising infringement" caused by infringement of your business activities during the policy period and in the "policy territory".

#### **2. Exclusions**

**This insurance does not apply to the following:**

##### **a. Knowingly infringing upon the rights of others**

**"Personal and advertising violations" caused by or under the direction of the insured who knows that his/her act will infringe upon the rights of others and cause "personal and advertising infringement".**

##### **b. Release material that is knowingly false**

**For "personal and advertising injury" caused by the oral or written publication of the materials, the insured still publishes or directs the material that is knowingly false.**

##### **c. Release materials prior to the commencement of the insurance period**

**"Personal and advertising violation" arising from the publication of oral or written material prior to the beginning of the policy period.**

##### **d. Criminal act**

**"Personal and advertising injury" caused by a criminal act committed by or under the direction of the insured.**

##### **e. Contractual responsibility**

**The insured assumes contractual or agreement liability for "Personal and advertising injury". This exclusion does not apply to the liability of the insured in**

the absence of a contract or agreement.

**f. Breach of contract**

The "Personal and advertising injury" caused by breach of contract, except for implied contracts that use the creative ideas of others in your "advertisements".

**g. Quality or performance of goods - failure to comply with declaration**

"Personal and advertising injury" caused by goods, products or services not meeting the quality or performance stated in your "advertisements".

**h. False price description**

"Personal and advertising injury" resulting from misrepresentation of the price of goods, products or services in your "advertisements"

**i. Infringement of copyright, patent, trademark or trade secret**

"Personal and advertising injury" caused by infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement of copyright, trade dress or slogan in your "advertisements".

**j. The insured in media and internet operations**

"Personal and advertising injury" caused by the insured engaging in the following operations:

- (1) Advertising, broadcasting, publishing or television;
- (2) Designing or identifying content or websites for others; or
- (3) Internet search, access, content or service provider.

However, this exclusion does not apply to clause 14. a., b., and c. under the definition of "personal and advertising injury".

For the purposes of this exclusion, setting up a framework, boundary or link for you or others anywhere on the Internet, or advertising itself, is not considered to be engaged in advertising, broadcasting, publishing or television industry.

**k. Electronic chat room or electronic bulletin board**

"Personal and advertising injury" caused by electronic chat rooms or bulletin boards hosted, owned or controlled by the insured.

**l. Unauthorized use of names or products of others**

"Personal and advertising injury" caused by unauthorized use of other's names or products, or any other similar strategy to mislead potential customers of others, in your email address, domain name or meta tag.

**m. Pollution**

"Personal and advertising injury" arising from the actual, alleged or imminent emission, distribution, seeping, movement, release or spillage of "contaminants" at any time.

**n. Matters related to pollution**

Any loss, cost or expense arising from the following:

- (1) Request, requirement, order or statutory or regulatory requirement



requires any insured or other person to test, monitor, clean, remove, inhibit, treat, detoxify or neutralize "contaminants" or respond in any way to "contaminants", or evaluate the effect of "contaminants"; or

(2) A claim or lawsuit by or on behalf of a government agency against any damage for testing, monitoring, cleaning, removing, inhibiting, treating, detoxifying, or neutralizing "contaminants", or responding "contaminants" in any form, or evaluating the influence of "contaminants".

**o. War**

"Personal injury" or "property loss" caused directly or indirectly by the following, in any case:

- (1) War, including undeclared or civil war;
- (2) Act of war by military force, including actions by any government, sovereignty, or other authorities to use military personnel or other agents to prevent or defend against actual or anticipated offense; or
- (3) Insurrection, rebellion, revolution, act of terror, usurpation of power, or any action taken by government authorities to prevent or defend the event.

**p. Electronic data**

Any claim, "lawsuit", loss or request arising from the following:

- (1) Damage to electronically stored information;
- (2) Any error in the creation, modification, input, deletion or use of electronically stored information;
- (3) Unable or unable to receive, transmit, access or use electronically stored information in whole or in part.

**q. Asbestos**

"Bodily injury" directly or indirectly arising from or caused by, or in any way based on, or related to, the following items:

- (1) Asbestos
- (2) Any actual or suspected exposure to asbestos.

**r. Professional responsibility**

Any claim, "lawsuit", loss or request arising from the provision or failure to provide professional advice.

**s. Fines, penalties, punishment and punitive damages**

Claims for fines, penalties, punitive damages, exemplary damages or triple damages assessed in whatever form.

### **Coverage C Medical expenses**

**1. Underwriting agreement**

a. The company shall be responsible for the compensation of medical expenses caused by "personal injury" due to accidents meeting the following conditions:

- (1) Occurring in premises owned or leased by you;

- (2) Occurring on a road adjacent to the premises owned or leased by you; or
- (3) Caused by your operation;

**Provided that:**

- (1) Accidents occur within the insurance scope and during the policy period;
- (2) The expenditure of medical expenses and the report of the accident to the Company shall be made within one year from the date of the accident; and
- (3) The Company shall bear the expenses, and the injured person may undergo one or more inspections at the designated doctor's office of the Company as required.

b. The company will be responsible for compensation for the cost regardless whether there is negligence or not. However, such indemnity shall not exceed the applicable insurance indemnity limit. The company will pay the following reasonable fees:

- (1) First aid at the time of the accident;
- (2) Necessary medical and surgical X-ray and dental services including restorative equipment; and
- (3) Necessary ambulance, hospitalization, professional nursing and funeral expenses.

**2. Exclusions**

The company will not pay the fees for the following "personal injury":

**a. Any insured**

"Personal injury" caused to any insured person, excluding "compulsory worker".

**b. The employee**

"Personal injury" to a tenant of any insured of employed representative of any insured, or anyone work for it.

**c. An injury that occurs in a normally occupied space**

"Personal injury" caused to a person injured at a premises owned or leased by you, and with such premise normally in the normal possession of that person.

**d. Work Injury Insurance and similar laws**

"Personal injury" caused to an individual, whether or not he/she is the "employee" of the insured, provided that benefits shall be paid or provided in respect of such "personal injury" in accordance with workers' insurance regulation or the disability benefits act or similar laws.

**e. Exercise**

"Personal injury" caused to a person in exercise, practice, or participating in any physical activity, or during a competition, sport, or athletic competition.

**f. Product-Completion Operation Risk**

Personal injury included in "Product-Completion Operation Risk".

**g. Coverage A Exclusions**

"Personal injury" other than Coverage A.

### **Additional compensation -- Coverage A and B**

1. In respect of any claim against any insured investigated or settled by the company, or any "lawsuit" against any insured that the company defends, the company shall indemnify:

**a. The cost of the bond for relieving the seizure of property shall be limited by the applicable insurance limit of indemnity. The company is not obligated to provide this deposit.**

**b. All reasonable expenses incurred by any insured with regard to cooperation in investigation or defense of such claim or "lawsuit" at the request of our company, including actual loss of income due to absence from work, subject to a limit of \$250 per day.**

c. Fees charged to the insured in a "lawsuit".

d. Prejudgment interest on the judgment amount payable by the insured which will be paid by the company. **If the company proposes to pay the applicable limit of indemnity, the company will not pay any pre-judgment interest incurred during the period after proposing making payment.**

e. Interest on the total amount of any judgment incurred after the judgment and before payment, commitment to pay, or payment to the court has been made in respect of the judgment within the applicable compensation limit of the company.

This payment will not reduce the limit of indemnity.

2. If company defends for any insured against a lawsuit and one of the indemnified persons of the insured is named as a party of the "lawsuit", company will defend for such indemnified person if all of the following conditions are met:

a. The loss of the "lawsuit" claim against the indemnified person is the loss for which the insured bearing liability of the indemnified person in the contract or agreement under the "insurable contract";

b. The insurance applies to the liability of the insured;

c. The obligation to defend for the indemnified and the cost of defense shall also be borne by the insured in the same "insurable contract";

d. The allegations in the "lawsuit" and the company's knowledge of the "accident" indicate that there is no conflict of interest between the insured and the indemnified;

e. The indemnified person and the insured require the company to perform and control the indemnified's defenses against the "lawsuit" and agree that our company may appoint the same attorney to defend for the insured and the indemnified; and

f. The indemnified person:

(1) Agrees in written form to:

(a) Assist the company in investigating, resolving or defending the "lawsuit";

(b) Immediately provide the Company with copies of the requests, notices, summons or legal instruments received that are in connection with the "lawsuit";

(c) Notify any other insurance company whose coverage is available to the indemnified; and

(d) Cooperate with the company to coordinate other insurances available to the indemnified; and

(2) Provides the following written authorization to the company:

- (a) Obtain records and any other information relating to "lawsuit"; and
- (b) Perform and control the indemnified's defense of the "lawsuit".

The following fees will be paid as additional compensation as long as meeting the above conditions: attorneys' fees incurred by the company in the defense of the indemnified, necessary legal fees incurred by the company, and necessary legal fees incurred by the indemnified at the request of our company. Notwithstanding the provisions of paragraph 2.b.(2) - Coverage A -Section I, the claim will not be considered as compensation for losses of "personal injury" and "property loss", and with no reduction in the compensation limit.

**The company's obligation to defend and pay attorneys' fees and necessary legal costs for the indemnified of the insured shall terminate under the following conditions:**

**a. Payment by the company of damages awarded or settled have reached an applicable limit; or**

**b. The above conditions or the terms of the agreement in paragraph f are no longer satisfied.**

## **Section II – Who is the insured**

1. If you are specified in the declaration as:

A. Individuals, then you and your spouse are the insured, but only for the conduct of your own business.

b. Partnership or joint venture, then you are the insured. Your members, your partners and their spouses are also the insured, but only for the conduct of your business.

c. Limited liability company, then you are the insured. Your members are also the insured, but only for the conduct of your business. Your manager is also the insured, but subject to their duties as a manager.

**d. Organizations other than partnerships, joint ventures and limited liability companies, then you are the insured. Your "Executive Manager" and "Director" are the insured, but subject to their duties as an "Executive Manager" and "Director". Your shareholder is also the insured, but subject to their duties as a shareholder.**

e. Trust, then you are the insured. Your trustee is also the Insured, **but subject to their duties as a trustee.**

2. The following items are also insured:

**a. Your "compulsory worker", but subject to their duties as a "compulsory worker", or your employee, except for your "executive manager" (if you are an organization other than a partnership, joint venture or limited liability company) and a manager (if you are a limited liability company), but subject to conduct within the scope of employment or duties related to your business. However, these "employees" and "compulsory workers" are not the insured in the following circumstances:**

**(1) "Personal injury" or "personal and advertising injury":**

**(a) As for you, your partner or member (if you are a partnership or joint venture), your member (if you are a limited liability company), your joint "employee" during employment or in the performance of duties related to your**

business conduct, or your other "voluntary worker" in the performance of duties related to your business conduct;

(b) As a result of paragraph (1) (a) above, to the spouse, child, parent, brother or sister of a common "employee" or "compulsory worker";

(c) In this regard, there is any obligation to share or pay compensation to other persons who must pay compensation for the damage described in subparagraph (1) (a) or (b) above; or

(d) Originate from the provision of professional health services or the failure to provide professional health services.

(2) "Property loss" for the following property:

(a) Property owned, possessed or used by any of the following parties,

(b) Property leased, guarded, kept or controlled by, or for any purpose actually controlled by, the following party;

You, any of your "employees", "compulsory workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employees" or "compulsory workers") or any organization acting as manager of your real estate.

c. If you die, any person or organization that temporarily keeps your property, but only limited to:

(1) Liability arising from the maintenance or use of the property; and

(2) Until your legal representative is appointed.

d. If you die, your legal representative, but only limited to this duty. Such legal representative will own all your rights and business under this coverage.

**3. Any organization (other than partnerships, joint ventures and limited liability companies) which you have recently acquired or established and in which you hold the whole or most part of the equity will be considered as a qualified designated insured, if such organization has no any other similar insurance. Provided that:**

a. The validity of the insurance provided in this paragraph shall be from the 90th day after the date of your acquisition or establishment of the organization or the expiration date of the policy, whichever shall be subject to the date whichever is earlier;

b. Coverage A does not apply to "personal injury" or "property loss" prior to your acquisition or establishment of the organization; and

c. Coverage B does not apply to "personal and advertising injury" resulting from violations prior to your acquisition or establishment of the organization.

Any person or organization in respect of a current or past partnership, joint venture or limited liability company will not be considered the Insured if such partnership, joint venture or limited liability company is not listed as the Insured as designated in the declaration.

### **Section III - Limit of Indemnity of Policy**

**1. The limit of indemnity listed in the declaration and the following provisions**

are the maximum amount of indemnity by the Company, regardless of the number of:

- a. the Insured;
- b. claims or "lawsuit" litigated; or
- c. persons or organizations that litigate such claims or "lawsuit".

**2. The aggregate limit of indemnity is a maximum amount of indemnity by the Company for the following claims:**

- a. medical expenses under the coverage C;

**b. indemnity under the coverage A, except for any indemnity arising from "bodily injury" or "property loss" contained in "Product-Completion Operation Risk"; and**

- c. indemnity under the coverage B.

**3. The aggregate limit of indemnity for "Product-Completion Operation Risk" is the maximum amount of indemnity paid for any claims arising from "bodily injury" or "property loss" contained in "Product-Completion Operation Risk" under the coverage A.**

**4. Without prejudice to the provisions of paragraph 2. above, the limit of indemnity for personal and advertising infringement is a maximum amount of indemnity paid by the Company for all the losses caused by the "individual and advertising infringement" suffered by any individual or organization under the coverage B.**

**5. Without prejudice to the provisions of paragraphs 2. or 3. above, wherever applicable, the limit per accident is a maximum amount of indemnity paid by the Company for the following items:**

- a. Indemnity under the coverage A; and
  - b. medical expenses under the coverage C of the coverage
- All "bodily injury" and "property losses" caused by an accident.

**6. Without prejudice to the provisions of paragraph 5. above, the limit of indemnity for any damage to your leased premises is a maximum amount of indemnity paid by the Company for any "property loss" of your leased premises, or a place damaged by a fire during your possession due to a lease or with the consent of the owner, under the coverage A.**

**7. Without prejudice to the provisions of paragraph 5. above, the limit of indemnity for medical expenses is a maximum amount of indemnity paid by the Company for all medical expenses incurred by any individual for "bodily injury" under the coverage C.**

**The limit of indemnity for this insurance applies to each successive annual period starting from the date of commencement of the policy period specified in the declaration and any remaining period of less than 12 months, unless the policy period is extended for the additional period of less than 12 months upon issuance of the policy. In this case, in order to determine the limit of indemnity, the additional period will be considered as part of the previous policy period.**

#### **Section IV - Basic Terms of Commercial General Liability Insurance**

- 1. Bankrupt

**The bankruptcy or insolvency of the Insured or its property will not relieve the Company of its liability under the coverage.**

2. Insurer's obligations

a. Obligation to explain

In case of applying to standard clauses provided by the Company when entering into the contract, the Company shall enclose them in the application form and explain the contents of the insurance contract to the Applicant. For the clauses exempting the Company's liability, the Company shall make remarkable notice in the application form, Policy or other certificates to draw the Applicant's attention, and explain them clearly in written or oral form when entering into the contract. Otherwise, such clauses shall be void.

b. Obligation to issue a policy

The Company shall issue the policy or other insurance certificates in a timely manner after the establishment of the insurance contract.

c. The period of exercise of the right to terminate the insurance contract

The right to terminate the insurance contract as specified in Article 3.a shall be extinguished if it is not exercised within thirty days after the date on which the Company learns of the reason for termination. The Company may not terminate the insurance contract where having already known when contracting that the Applicant fail to give disclosure in truth. The Company shall still be liable for indemnity in respect of an insured event.

d. Notification of supplementary proof and information of claim

If the Company, under the Article 3.h, deems the evidence or materials provided by the Insured incomplete, the Insurer shall timely notify the Applicant and/or Insured to supplement all additional documents once for all.

e. Obligation to timely check, ratify and pay

The Company shall, in a timely manner after the receipt of a claim for payment of the insurance benefits from the Insured and the delivery of supporting documents as requested, ascertain and determine whether the claim is within the liability of the Insurer; for a complicated case, the Insurer shall make decision as quickly as possible after the complete basic information of the claim is collected.

The Company shall notify the Insured of the decision and fulfill the obligation of payment within ten days after reaching the agreement with the Insured if the occurrence falls within the cover of the policy. If the time limit for indemnity is specifically stipulated in the insurance contract, the Company shall fulfill the obligation payment in accordance with the agreement. If the occurrence is not covered in this policy after the decision has been made in accordance with the provisions of the preceding paragraph, the Company shall issue the Insured a rejection letter and explain reasons within three days from date of making decision.

f. Obligation to make settlement in advance

The Company will pay in advance the amount determined by the proof or documents on hand if the payment amount cannot be finally determined within sixty days from such reception of the Company; the Company will pay the remaining amount to the Insured after the final amount is adjusted.

3. Obligations of the Insured and the Applicant

a. Obligation for disclosure

When entering an insurance contract, the Applicant shall make true disclosure if the Company makes inquiries on subject matter insured or the Insured.

**If the Applicant fails to comply with the obligations of making honest disclosure aforementioned due to willful act and/or gross negligence, which may affect the Company's decision as to whether he accepts the risk or raises the premium rate, the Company has the right to cancel the insurance contract.**

**If the Applicant willfully fails to comply with the obligations of making honest disclosure, the Company shall not be liable for any loss of or damage to the Item Insured prior to the cancellation of the policy, but premium shall not be refunded.**

**If the Applicant fails to comply with the obligations of making true disclosure due to gross negligence, the Company shall not be liable for any loss of or damage to the Item Insured prior to the cancellation of the policy, but the premium shall be refunded.**

**b. Obligation to pay premiums**

Unless otherwise specified, the Applicant shall pay premium upon entering into the insurance contract. **If the premium is agreed to be paid in a lump, the Applicant shall pay the premium on or before the agreed due date, otherwise the Insurer shall not be liable for the insured event occurred prior to premium payment.**

**If the premium is agreed to be paid in installments, the Insurer shall undertake liability in proportion of the paid premium to the total payable premium before the occurrence. The payable premium refers to the total premium that the Applicant shall pay as agreed before the occurrence of insured event.**

**c. Obligation to prevent disaster**

The Insured shall observe the relevant laws, regulations related to fire prevention, safety and production operation, labor protection, hazardous materials handling and plants and industrial enterprises as stipulated by the national authorities, strengthen management, and take reasonable preventive measures to avoid or mitigate occurrence of insured event with best efforts.

**The Company has the right to inspect whether or not the Insured has fulfilled the aforementioned obligations, and make suggestions in writing to the Applicant and the Insured on eliminating unsafe factors and risks and the Applicant and the Insured shall put them into practice seriously.**

**If the Applicant or the Insured fails to comply with the above security obligations, the Company has the right to charge additional premium or terminate the contract.**

**d. Obligation to notify of higher danger level**

**During the period of insurance contract, the Insured shall give the Company timely notice of any substantial increase of risk of subject matter insured, and the Company is entitled to charge additional premium or terminate this contract as agreed.**

**If the Insured fails to comply with the obligations of notification aforementioned, the Company shall not be liable for the insured event due to the substantial increase of risk of subject matter insured.**

**e. Obligation to notify of insured events**

After knowing the occurrence of the insured event, the Insured shall:

**(1) Take necessary and reasonable measures to prevent or reduce the losses, otherwise, the Company is not liable for indemnify of the exaggerated losses;**



(2) Notify the Company timely of the causes, process and losses of the insured event in written form; **if the Insured intentionally or gross negligently fail to timely notify, resulting in the difficulty for ascertaining the nature, causes and extent of losses of the insured event, the Company shall not bear the liability for payment of insurance benefits for the parts the Insurer cannot determine, except the case that the Company has timely known otherwise or should know the occurrence of the insured event;**

(3) Protect the scene of the insured event, allow and assist the Company to conduct the accident survey. **The Insurer will not pay for any loss of which the Insurer is incapable of verifying the cause or confirming the loss condition if the Insured refuse or hinder the Insurer from investigating.**

**f. Obligation to notify of claims for damages and not to make undertakings without authorization**

The Insured should notify the Company promptly when it received the claim for indemnity from the third party. Without the written permission of the Company, the Company is not restricted by any commitment, rejection, offer, agreement, payment or compensation that the Insured made to the victim. **The Company has the right to re-check the amount of indemnity voluntarily committed or paid by you, and the Company is not liable for any indemnity exclusive from the coverage or exceed the limit of indemnity.** During the settlement process of any claim whose ultimate liability shall be borne by the Company, the Company has the right to handle independently, and you are obliged to provide the Company with any information and assistance with your best effort.

**g. Obligation to provide defense assistance**

The Insured should immediately notify the Company about the possible arbitration, litigation in written form when you learn that there may be any litigation or arbitration; and should promptly send relevant copies to the Company when you receive a court summons or other legal documents. The Company shall have the right to deal with litigation or arbitration matter in the name of the Insured, and the Insured should provide the relevant documents and necessary assistance.

**The Company shall not indemnify the Insured in respect of the exaggerated losses or damage caused by failure to give a notice or provide necessary assistance in time.**

**h. Obligation to provide materials concerning claim**

The Insured should provide the following evidences and materials to the Company as claiming for indemnity:

a). When an "accident" or violation that may result in a claim occurs, such evidences and materials shall include:

- (1) the process, time and place of the "accident" or violation;
- (2) the name and address of any victim and witness; and
- (3) the nature and location of any injury or loss caused by an "accident" or violation.

b). If any insured receives a claim or is filed a lawsuit, you must:

(1) immediately record the details of the claim or "lawsuit" and the date of receipt of the claim or "lawsuit"; and

(2) Notify the Company as soon as possible.

You must ensure that the Company receives written notice of the claim or "lawsuit" as soon as possible.

c). You and any other relevant insured must:

- (1) Immediately provide the Company with copies of the requests, notices, summons or legal instruments that you have received in connection with the claim or the "lawsuit";
- (2) Authorize the Company to obtain records and other information;

Special Notice: This English version is for your kind reference only. Please refer to our Chinese version, which is filed in NFRA, as a standard policy wording.

注意：本英文版本仅供参考。标准条款以本公司在国家金融监督管理总局备案的中文版本为准。