IAAPA EXPO ASIA

THE ATTRACTIONS INDUSTRY'S PREMIER EVENT IN ASIA.

CONFERENCE: 11-14 June 2019 | TRADE SHOW: 12-14 June 2019

SHANGHAI, CHINA

保险

如同展位合同所述，每位参展商都必须向国际游乐园及景点协会 (IAAPA) 提供一份保险证书(ISO form)。 该证书必须包含下列内容：

- 下方列出的保单总额和每次事故限额、最低保额
- 将国际游乐园及景点协会 (IAAPA) 及其实体、附属机构、代理、代表、管理人员、工作人员、志愿者和员工列为 2019 年 6 月 8 至 15 日 IAAPA 亚洲博览会的其他受保人，請在保險證書上列明 IAAPA, Shanghai New International Convention & Exhibition Centre, AMC (Exhibits) Ltd., APT Showfreight Ltd, their entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees, are additionally insured for IAAPA Expo Asia, 8-15 June 2019*
- 参展商公司名称和“经营”名称，若适用
- 证书保单编号
- 生效日期
- 证书持有者国际游乐园及景点协会(IAAPA)的名称和地址：IAAPA, 9205 Southpark Center Loop, Suite 300, Orlando, Florida 32819, USA.

具体的保险要求取决于所展示的产品/服务的类型，并遵循ASTM 747-06对娱乐骑乘或设备的定义（例如：击球笼、攀爬墙、气模等）。 请查看以下的ASTM 747-06定义和保险要求，以确定您需要的保险级别。

ASTM 747-06:
娱乐骑乘或娱乐设备： 一种设备和几种设备或元素的组合，此类设备主要为娱乐目的运送、牵引某人通过固定或专门的路线或既定区域。

保险类型	展示展品		
必须投保			
	娱乐骑乘或设备（以**ASTM 747-06** 为准）	使用易燃材料或供应食品	所有其它展品
保单总额下限（合并总额）	3,000,000 美元	3,000,000 美元	2,000,000 美元
每次事故	2,000,000 美元	2,000,000 美元	1,000,000 美元
其它	证书必须声明不排除参与者的承保范围。		
建议投保			
火灾损害赔偿	300,000 美元	300,000 美元	300,000 美元
医疗保险	10,000 美元	10,000 美元	10,000 美元
人身与广告伤害	1,000,000 美元	1,000,000 美元	1,000,000 美元
产品保险和完整的操作保单	2,000,000 美元	2,000,000 美元	2,000,000 美元

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国际参展商必须遵守上述要求，并且必须提供英文保险证书，其中包括：“承保在中国发生的责任索赔，包括但不限于法律费用，处罚和判决。” 对于可能提出索赔的国家没有限制。

IAAPA 没有指定任何保险机构。参展商可以使用任何保险代理机构，只要他们获准在中国开展业务，并且至少达到贝氏评级关键评级指标的 “A” 级。请参阅以下保险公司选项。

在4月19日或之前上传您的保险证书电子副本：**

1. 登录 www.IAAPA.org/Asiaprofile
2. 点击 “Exhibitor Required Documents” (参展商所需文件)。
3. 点击 “Insurance Certificate” (保险证书)。
4. 说明您在展位中展示的产品类型。
5. 上传保險证书 (PDF格式).

如有问题，请发送电邮至**Insurancexh@IAAPA.org**查询。

*位于美国德克萨斯州的运营部门无法修改政策以包含额外的保险措辞，必须提供Acord 25（2010/05）版本以及额外的保险签注。

**如果您的保险在此日期之后到期，请在 4 月 19 日或之前通知 Insurancexh@IAAPA.org 有关续期日期 ，以便我们能够及时跟进您的保险。

未能于 4 月 19 日或之前提交保险证书或解释的参展商将受到罚款和/或资历扣减，有关条款请参阅这里。

如需要协助，请参阅以下可选保险提供者

所有公司：

Lockton Companies (Shanghai) Ltd.

A 类：供应食品或饮料 – 550 美元

B 类：公众参与娱乐骑乘或设备 – 770 美元

C 类：所有其它参展商 – 330 美元

在线申请 - https://lockton-sh.jinshuju.com/f/BO98Ja

联系人/查询：

国内公司

Star Xue (薛晓平)
Tel: +86 21 5820 3284
M: 18116293187
E: star.xue@asia.lockton.com

Dily Dong（董智蕾）：
Tel: +86 21 5820 8009
M: 18621261085
E: dily.dong@asia.lockton.com

海外申请者：
Roland Yang （English Capability）
Tel: +86 21 5820 8502
E: Roland.yang@asia.lockton.com

国内公司：

PICC Property and Casualty Company Limited Zhongshan Branch 中国人民财产保险股份有限公司中山市分公司
Mr. Manzi Chan 陈敏琪先生
Account Manager
Tel: +86-760 8841 5288
Fax: +86-760 8830 9132
Mobile: +86-135 2712 8999
E-mail: 14162494@qq.com
公众参与娱乐骑乘或设备 (A 类)：700 美元
供应食品或饮料 (B 类)：400 美元
所有其它参展商 (C 类)：200 美元
请参阅以下页面的详细信息

适用于欧洲和亚太地区的大多数地区：

Rainprotection
标准展示：150 英镑 + 税
非安静态展示参展商： 按个别情况收费
请参阅以下页面的详细信息

IAAPA EXPO ASIA

Exhibitor Liability Insurance Program

As a standard requirement for all exhibitors, it is necessary to provide proof of general liability coverage from an insurance company in good standing with minimum policy limits of US $1,000,000 per occurrence and US $2,000,000 aggregate.

Insurance must be in force during the lease dates of the event, June 8-15, 2019, naming International Association of Amusement Parks and Attractions (1448 Duke Street, Alexandria, VA 22314) as the certificate holder. The following must be listed as additional insured: IAAPA and Hong Kong Convention and Exhibition Centre.

Minimum limits required to be carried by exhibitors displaying amusement rides and/or mechanical, electrical or other devices or displays involving audience participation, and any exhibitors using flammable materials or cooking must carry minimum policy limits of US $2,000,000 per occurrence and US $3,000,000 aggregate. Certificate for this coverage must read: “Coverage for participants is not excluded”.

If you already have compliant coverage, please forward your proof of insurance to **Insurancexh@iaapa.org**.

If you do not have this coverage in place, IAAPA (show management) has made arrangements so that most exhibitors can acquire this coverage at significant savings from Rainprotection Insurance.

Static Exhibitors - $2,000,000 Aggregate (No Participation - Information only)
Cost: 150 GBP (plus any local taxes.)

Non Static Exhibitors - $3,000,000 Aggregate (Participation - Amusement devices, flammables, etc.)
Cost varies and will be determined after completing our Online application.

Purchase Your Liability Insurance

Click on the link below and fill out the on line form. Please write the name of this show on the first page of the application, in the box that states:
"*Please provide a description of the event you are attending.*"

Click the Link Below To Purchase Your Liability Insurance:
http://www.worldwidespecialrisks.co.uk/exhibitor/

Please see Page 2 for a list of the countries we are able to provide coverage for.

RAINPROTECTION.NET
WHERE YOUR EVENT GETS INSURED

Rainprotection can provide coverage for exhibitors located in the following countries:

PERMITTED COUNTRIES - Country of Domicile of the Insured	
EUROPE	
Austria	Y
Belgium	Y
Bulgaria	Y
Cyprus	Y
Czech Republic	Y
Denmark	Y
Estonia	Y
Finland	Y
France	Y
Germany	Y
Gibraltar	Y
Greece	Y
Guernsey	Y
Hungary	Y
Iceland	Y
Isle of Man	Y
Italy	Y
Jersey	Y
Latvia	Y
Liechtenstein	Y
Lithuania	Y
Luxembourg	Y
Malta	Y
Monaco	Y
Netherlands	Y
Northern Ireland	Y
Norway	Y
Poland	Y
Portugal	Y
Republic of Ireland	Y
Romania	Y
Slovakia	Y
Slovenia	Y
Spain	Y
Sweden	Y
United Kingdom	Y

OTHER	
Australia	Y
Hong Kong	Y
New Zealand	Y
Singapore	Y
South Africa	Y
CARIBBEAN	
Anguilla	Y
Antigua	Y
Bahamas	Y
Barbados	Y
Bermuda	Y
British Virgin Islands	Y
Cayman Islands	Y
Dominica	Y
Grenada	Y
Jamaica	Y
St Kitts & Nevis	Y
St Lucia	Y
ST Vincent	Y
Trinidad & Tobago	Y

Quotation Slip

Type **险种**	:	Commercial General Liability 商业综合责任险
Policy Form **保单格式**	:	Occurrence Basis 事故发生制
Insurer **保险人**	:	China Pacific Property Insurance CO.,LTD
Insured **被保险人**	:	Exhibitor Company Name and "dba" name（参展公司名称和相关公司）
Additional Insured **附加被保险人**		IAAPA, Shanghai New International Expo Centre, AMC (Exhibits) Ltd., APT Showfreight Ltd, its entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees, as additionally insured for IAAPA Expo Asia, 8-15 June 2019
Mailing Address **邮寄地址**	:	TBA
Insured Event **被保险项目**	:	IAAPA Expo Asia 2019
Insured Premises **被保险地址**	:	Shanghai New International Expo Centre 2345 Longyang Road, Pudong New Area Shanghai P.R.C. 201204
Policy Period **保险期限**	:	2019.6.8-2019.6.15
Coverage **保险责任**	:	Indemnity against all sums which the Insured becomes legally liable to pay as damages in respect of: - 1. accidental bodily injury (including death or disease) to any person 2. accidental loss of or damage to property Happening in connection with the Insured's Business during the period of insurance. Including claimant's costs and Insured's costs and expenses.
Limit of Liability **责任限额**	:	**Type A : Participating food and beverage exhibitors** Policy Limit: US$ 2,000,000.00 any one occurrence and US$ 3,000,000.00 in the aggregate

Sub-Limit:

1) General Aggregate Limit US$ 3,000,000.00
2) Products – Completed Operations Aggregate Limit US$ 3,000,000.00
3) Damage to Rented Premise Aggregate Limit: US$ 3,000,000.00
4) Each Occurrence Limit: US$ 2,000,000.00

Type B : Participating amusement ride or device exhibitors

Policy Limit: US$ 2,000,000.00 any one occurrence and US$ 3,000,000.00 in the aggregate

Sub-Limit:

1) General Aggregate Limit US$ 3,000,000.00
2) Products – Completed Operations Aggregate Limit US$ 3,000,000.00
3) Damage to Rented Premise Aggregate Limit: US$ 3,000,000.00
4) Each Occurrence Limit: US$ 2,000,000.00

Type C: All others participating exhibitors

Policy Limit: US$ 1,000,000.00 any one occurrence and US$ 2,000,000.00 in the aggregate

Sub-Limit:

1) General Aggregate Limit US$ 2,000,000.00
2) Products – Completed Operations Aggregate Limit US$ 2,000,000.00
3) Damage to Rented Premise Aggregate Limit: US$ 2,000,000.00
4) Each Occurrence Limit: US$ 1,000,000.00

EXTENSIONS **扩展条款**	:	1. 增加被保险人条款 Additional Insured 2. 广告招牌及装饰物责任条款 Advertising Signs and Decorations Liability Clause 3. 展览和行销活动责任条款 Exhibitions & Promotions Clause 4. 火灾、爆炸及烟熏 、灭火及所致水损责任条款 Fire / Explosion / Smoke / Water Damage Legal Liability Clause 5. 急救责任条款 First Aid Liability Extension Clause 6. 急救费用条款（单次和累计限额 US$30,000） First Aid Treatment Clause(US$30,000 any one occurrence and in the aggregate) 7. 食品、饮料责任条款 Food and Drink Clause 8. 提供物品及服务条款 Goods and Services Clause 9. 车辆装卸责任条款 Loading and Unloading of Vehicles Clause 10. 起重机械及不需注册的车辆责任条款 Hoist, Cranes &/or Unregistered Vehicles Liability Clause

11. 人身侵害责任条款
    Personal Injury Liability Clause
12. 错误和遗漏条款
    Errors & Omissions
13. 被保险人照料、保管或控制下的业主家具、装置及设施条款
    Landlord's Furniture, Fixtures & Fittings Under Care, Custody & Control of Insured
14. 承租人责任条款
    Tenant's Liability
15. 电梯、升降机责任条款
    Lifts & Escalators
16. 不可控制条款
    No Control Clause
17. 不予失效条款
    Non-invalidation Clause
18. 损失通知条款
    Loss Notification Clause
19. 被保险人照料、保管或控制下的财产
    Property under Control, Care and Custody
20. 交叉责任条款
    Cross Liability
21. 独立承包商责任条款
    Independent Contractors
22. 场所或经营条款
    Premises/Operations Clause

22. 施工责任特约条款
（每次事故及累计赔偿限额 RMB200 万，保期预估一个月）
兹经双方同意并约定，本附加险扩展承保被保险人及其工程承包商在进行本保险单所承保的在建工程施工过程中发生的与在建工程直接相关的意外事故引起的工地内及邻近区域的第三者人身伤亡或财产损失，依法应由被保险人承担的经济赔偿责任（包括属于工程承包商的责任但被法院判决应承担的连带赔偿责任)。被保险人及其工程承包商应采取一切措施以防止在施工过程中发生意外。主险条款与本附加险条款相抵触之处，以本附加险条款为准；本附加险条款未约定事项，以主险条款为准。

Jurisdiction **司法管辖**	:	中华人民共和国管辖(港澳台除外) P. R. China (excluding Hong Kong, Macao and Taiwan)
Deductible **免赔**	:	US$2,000 any one occurrence
Premium **保费**	:	**TYPE A:US$550 per exhibitor** **TPYE B:US$770 per exhibitor** **TYPE C:US$330 per exhibitor**
Remarks **备注**		– Policy Exclusion of “Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the ***service*** of the Insured” is clarified as “Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the ***<u>employ</u>*** of the Insured”; – 该险种的除外条款可能存在以下的规定：“本保险人对相关人员在为被

保险人提供服务的过程中遭受意外伤害方面的责任不予承担和赔偿”。如果存在这样的规定，该除外责任应改为“本保险人对于被保险人的雇员在被雇期间，遭受的意外伤害的赔偿责任应该视为本保单的免除责任，保险人将不予承担和赔偿”。

– Other conditions as per local standard wording;
– 其它条件基于标准保单规定

I/WE/THE INSURED HAS UNDERSTOOD, ACCEPTED AND CONFIRMED THE TERMS, CONDITIONS AND EXCLUSIONS IN THIS QUOATION SLIP AND THE CONTENTS HEREIN.AND AGREED TO BE BOUND BY THEM.
本人/我们/被保险人已理解并接受本报价书中条款、承保条件以及责任免除和内容，并愿意受之约束.

Please confirm the acceptance by signing & returning
确认投保并盖章签回:

____

Authorized Signature & Company Chop
被授权人签字确认及公司印章
Date 日期:

Our Terms of Services and Your Duty of Disclosure

Terms of Services: Unless otherwise agreed between you and Lockton, we shall provide our services in accordance with our Terms of Services. For a current version of our Terms of Services please click www.lockton-asia.com/China. We would urge you to read our Terms of Services carefully. If you do not wish our relationship to be governed in such a manner, please advise us in writing before we proceed to arrange your insurance.

Duty of Disclosure: Under the Insurance Law, at time of application for or renewal of an insurance policy, amendment to the terms of an insurance policy or extension of the policy period, the policyholder has a duty to answer truthfully and provide true, complete and accurate information when an insurer makes enquiries about the circumstances of the insured object or insured party. If there are any changes to the answers/ information submitted or to the circumstances of the insured object, the policyholder and/or insured party should inform the insurer of such changes in a timely manner. To ensure an insurance policy remains effective, the policyholder and/or insured party must fulfill its duty of disclosure; otherwise, this may lead to the insurer terminating the insurance policy and not be liable to make payment of insurance money in respect of insured incidents which occur before the termination. **If you are in any doubts as to the ambit of the duty of disclosure or whether a piece of information ought to the disclosed, please contact us.**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to China Pacific Property Insurance Co., Ltd.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1**. of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, terrorism, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Any claim, "suit", loss or demand arising out of:

(1) Damage to Electronically Stored Information
(2) Any error in creating amending entering deleting or using Electronically Stored Information
(3) The total or partial inability or failure to receive send access or use Electronically Stored Information

q. Asbestos

"Bodily injury" directly or indirectly caused by or arising out of or in any respect based upon or related to:

(1) Asbestos
(2) any actual or suspected exposure to Asbestos.

r. Professional Liability

Any claim, "suit", loss or demand arising from the rendering or failure to provide professional advice.

s. Fines, Penalties, Punitive & Exemplary Damages

Damages claimed for fines, penalties, punitive damages, exemplary damages or treble damages in whatever form assessed.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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

j. **Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content or websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. **Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, terrorism, usurped power, or action taken by governmental authority in hindering or defending against any of these.

q. Electronic Data

Any claim, "suit", loss or demand arising out of:

(1) Damage to Electronically Stored Information
(2) Any error in creating amending entering deleting or using Electronically Stored Information
(3) The total or partial inability or failure to receive send access or use Electronically Stored Information

r. Asbestos

"Bodily injury" directly or indirectly caused by or arising out of or in any respect based upon or related to:

(1) Asbestos
(2) any actual or suspected exposure to Asbestos.

s. Professional Liability

Any claim, "suit", loss or demand arising from the rendering or failure to provide professional advice.

t. Fines, Penalties, Punitive & Exemplary Damages

Damages claimed for fines, penalties, punitive damages, exemplary damages or treble damages in whatever form assessed.

COVERAGE C MEDICAL PAYMENTS

1. **Insuring Agreement**
   a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

   (1) On premises you own or rent;

   (2) On ways next to premises you own or rent; or

   (3) Because of your operations;

   provided that:

   (1) The accident takes place in the "coverage territory" and during the policy period;

   (2) The expenses are incurred and reported to us within one year of the date of the accident; and

   (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

   b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

   (1) First aid administered at the time of an accident;

   (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

   (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions**

   We will not pay expenses for "bodily injury":

   a. Any Insured

   To any insured, except "volunteer workers".

   b. Hired Person

   To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. Injury On Normally Occupied Premises

   To a person injured on that part of premises you own or rent that the person normally occupies.

   d. Workers Compensation And Similar Laws

   To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. Athletics Activities

   To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

   f. Products-Completed Operations Hazard

   Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

a. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

c. All costs taxed against the insured in the "suit".

d. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee;
and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stock-holders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer 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 "employee" or "volunteer worker") or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products- completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Obligations of the Insurer

a. Duty of express explanation

If the Insurer's standard clauses are adopted to conclude the Insurance Contract, the standard clauses shall be attached to the insurance application form provided by the Insurer to the Insurance Applicant, and the Insurer shall explain the contents of the Insurance Contract to the Insurance Applicant. At the time of conclusion of the contract, the Insurer shall, in the insurance application form, insurance policy or any other insurance certificate, give notes sufficient to attract the Insurance Applicant's attention to the exclusion clauses in the Insurance Contract, and expressly explain the contents of such clauses to the Insurance Applicant in writing or verbally, otherwise such clauses shall be null and void.

b. Duty of policy issuance

After this Insurance Contract is established, the Insurer shall issue an insurance policy or any other insurance certificate to the Insurance Applicant in due time.

c. Time limit of Insurer's right to cancel the insurance contract

The Insurer's right to cancel the insurance contract obtained according to SECTION IV 3(a) shall lapse if the Insurer fails to exercise such right within thirty days from the date when the Insurer is aware of the cause for cancellation.

If the Insurer has been aware of the Insurance Applicant's unfaithful disclosure at the time of conclusion of the contract, the Insurer may not cancel the contract; and in the event of an insured accident, the Insurer shall be liable to pay indemnity.

d. Notice for additional claims document

If the Insurer considers according to **SECTION IV 3(h)** that the relevant evidence or materials provided by the Insured are incomplete, the Insurer shall give a timely and one-off notice to the Insurance Applicant or the Insured, requesting to provide supplementary evidence or materials.

e. Duty of timely claims settlement

After the Insurer receives a claim for insurance indemnity from the Insured, the Insurer shall make a decision on whether the Insurer is liable to pay insurance indemnity in a timely manner; if the case is complicated, the Insurer shall make a decision within thirty days unless it is otherwise agreed in the Insurance Contract.

The Insurer shall notify the Insured of the decision; if the Insurer is liable to pay insurance indemnity, the Insurer shall fulfill the obligation of payment of insurance indemnity within ten days after an indemnity agreement is reached with the Insured. If there is a stipulation in the Insurance Contract on the time limit for paying insurance indemnity, the Insurer shall fulfill the obligation of payment of insurance indemnity according to the stipulation. If the Insurer makes a decision according to the preceding paragraph that the Insurer should not be liable to pay insurance indemnity, the Insurer shall send a notice to the Insured within three days from the date when the decision is made, rejecting the claim and giving the reasons.

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f. Payment on Account

If the Insurer cannot determine the amount of insurance indemnity within sixty days from the date of receipt of the claim for insurance indemnity together with the relevant evidence and materials, the Insurer shall effect payment in advance for the amount which can be determined by the evidence and materials in hand; and the Insurer shall pay the balance after the amount of insurance indemnity is finally determined.

3. Obligations of the Insurance Applicant and the Insured

a. Duty of disclosure

If the Insurer inquires about the relevant information about the subject matter insured or the Insured at the time of conclusion of the Insurance Contract, the Insurance Applicant shall make a faithful disclosure.

The Insurer shall have the right to cancel the insurance contract, if the Insurance Applicant fails to fulfill the obligation of faithful disclosure provided in the preceding paragraph due to its intention, or due to its gross negligence which has material effects on the Insurer's decision on whether or not to provide the insurance or whether or not to increase the premium rate.

If the Insurance Applicant intentionally fails to perform the obligation of faithful disclosure, the Insurer shall not be liable to pay insurance indemnity for the insured accident which occurs prior to the cancellation of the contract, nor be liable to return the premium paid.

If the Insurance Applicant fails to perform the obligation of faithful disclosure due to gross negligence, and this has a material effect on the occurrence of insured accident, the Insurer shall not be liable to pay insurance indemnity for the insured accident which occurs prior to the cancellation of the contract, but shall return the premiums paid.

b. Premium payment
Unless otherwise agreed, the Insurance Applicant shall pay the premiums at the time of establishment of the Insurance Contract. Unless the premium stated in the schedule is paid / received within 30 days from inception of this policy, the insurance contract will be regarded as void. If the insurance applicant fails to pay insurance premium in due time as stated in the policy schedule and endorsement, the Insurer shall not be liable to pay indemnity in the event of an insured accident.

c. Duty of risk prevention

The Insured shall abide by state regulations in such areas as fire prevention, safety, dangerous goods ordinance, production operation, labor protection, and factories and industrial undertakings ordinance, strengthen supervision, take reasonable preventive measures, and make every effort to avoid or reduce the occurrence of any liability accident, and maintain safety of the subject matter insured.

The Insurer may inspect the Insured for its abidance by the preceding stipulation, and give written suggestions to the Insurance Applicant or the Insured so as to eliminate unsafe factors and hidden danger. The Insurance Applicant and the Insured shall seriously carry those suggestions into action.

If the Insurance Applicant or the Insured fails to fulfill their due obligations in respect of safety of the subject matter insured according to the stipulation, the Insurer shall have the right to increase the premium or cancel the contract.

d. Notification of increase in risk exposures

If the degree of risk attending the subject matter insured increases substantially during the period of insurance contract, the Insured shall notify the Insurer according to the contract within fourteen (14) days or any further period as may be agreed by the Insurer in writing, and the Insurer may increase the insurance premium or cancel the contract according to the contract.

If the Insured fails to fulfill the obligation of notification provided in the preceding paragraph, the Insurer shall not be liable to pay insurance indemnity for the insured accident caused by the substantially increased risk attending the subject matter insured.

e. Notification of insured accidents
Upon knowing the occurrence of an insured accident, the Insured is obligated to:

1. Take all necessary and reasonable measures to prevent or minimize loss; otherwise the Insurer shall not be liable for any extended loss;
2. Send a notice to the Insurer within fourteen (14) days or any further period as may be agreed by the Insurer in writing, and state the cause and course of the accident as well as loss in writing; if the Insured fails to give a timely notice due to intention or gross negligence, making it difficult to determine the nature and cause of the insured accident, the extent of loss and etc., the Insurer shall not be liable to pay the insurance indemnity for the undetermined portion, unless the Insurer has or should have known the occurrence of the insured accident through other channels in a timely manner;
3. Protect the accident site, allow and assist the Insurer to carry out an accident investigation. If such accident investigation carried out by the Insurer is refused or obstructed, making it difficult to determine the nature and cause of the insured accident, the extent of loss and etc., the Insurer shall not be liable to pay the insurance indemnity for the undetermined or unverifiable portion

f. Notification of claims received

The Insured shall send a notice to the Insurer immediately upon receipt of a claim for damages from the third party. **The Insurer shall not be bound by any undertaking, rejection, offer, agreement, payment or indemnification made by the Insured to the victim or its agent without the Insurer's written consent. The Insurer shall have the right to review the indemnity to the extent that the Insured itself has undertaken to pay or has paid, and shall not be liable to pay for any loss falling beyond the scope of coverage of this insurance or exceeding the limit of indemnity.** The Insurer, in dealing with the claims, shall have the right to deal with any claim for which it may be ultimately liable at its own discretion, and the Insured is obligated to provide the Insurer with the materials and assistances as far as the Insured can provide.

g. Defending Assistance

The Insured shall send a written notice to the Insurer immediately after the Insured gets known any possible litigation or arbitration; the Insured shall send a copy to the Insurer immediately after its receipt of the court summons or other legal documents. The Insurer shall have the right to deal with any matter in relation to the litigation or arbitration in the name of the Insured, and the Insured shall provide the relevant documents, and render necessary assistances.

The Insurer shall not be liable to pay for any extended loss due to the Insured's failure to provide the said notice or necessary assistance in time.

h. Obligation of submitting claim document

When claiming for insurance indemnity, the Insured shall provide the Insurer with the following evidence and materials:

1. Orignal policy
2. Claim Notification Form (Can be downloaded)
3. Written accident report
4. Copy of notice of claim to responsible third party and their reply, (if any responsible third party)
5. Police report (if applicable)
6. Witness report
7. Writ, summons, or other court documents (if applicable)
8. Site photographs
9. Written claim from third party claimant/Claim substantiation documents as appropriate
10. Other evidence or materials relevant to the ascertainment of the nature and cause of the insured accident, the extent of loss and etc. that the Insurance Applicant and Insured can provide to their

best ability.

If the Insured fails to perform the obligation of providing claim materials according to the stipulation in the proceeding paragraph, making the Insurer unable to verify the loss, the Insurer shall not be liable to pay insurance indemnity for the portion of loss that is unable to be verified.

4. Indemnity Basis

a. Basis of liability for indemnification

The Insurer's liability for payment of indemnity shall be based on the Insured's liability for indemnification:

1. Agreed upon by the Insured and the third party who claims against the Insured for damages, and confirmed by the Insurer;
2. Awarded by any arbitration authority;
3. Adjudged by any court;
4. Otherwise determined upon approval by the Insurer.

b. Indemnification to Third Party

If the Insured causes damages to a third party, and the Insured fails to indemnify such third party, the Insurer may not pay the insurance indemnity to the Insured.

c. Calculation of damages

In the event of loss insured, the Insurer shall calculate the indemnity by the following methods:

1. For the loss caused by an accident, the Insurer shall calculate the indemnity within the limit of liability per occurrence, and the indemnity for a death/personal injury shall not exceed the limit of liability per person;

2. On the basis of the calculation by (I) above, the Insurer shall pay the insurance indemnity after deducting the deductible franchise per occurrence, however, no deductible franchise per occurrence shall be deducted for indemnity for deaths/personal injuries;

3. The aggregate indemnity that the Insurer pays for the accidents during the insurance period shall not exceed the aggregate limit of liability.

d. Calculation of legal cost
Unless otherwise agreed in the contract, the legal costs in this article shall in no case exceed the limit of liability per occurrence stated in the Schedule.

e. Subrogation

If there is a party responsible for the insured loss, the Insurer may, from the date when indemnity is paid to the Insured, subrogate the right of the Insured to claim indemnity against the relevant responsible party to the extent of the indemnity paid, and the Insured shall provide the Insurer with necessary documents and the relevant information it knows.

If the Insured has been indemnified by the relevant responsible party, the Insurer, when paying indemnity, may correspondingly deduct the indemnification amount that the Insured has obtained from the relevant responsible party.

If the Insured waives the right to claim indemnity against the relevant responsible party after the occurrence of the insured accident and before the Insurer pays the indemnity, the Insurer shall not be liable for payment of indemnity. If the Insured, without the Insurer's consent, waives the right to claim indemnity against the relevant responsible party after the indemnity is paid by the Insurer, the waiver shall be null and void. The Insurer may deduct or demand return of a corresponding sum of the indemnity if the Insurer is not able to exercise the right to claim indemnity by subrogation due to the intention or gross negligence of the Insured.

f. Time limit for claim

The time limit for claim for insurance indemnity by the Insured against the Insurer shall be two years, commencing from the date when the Insured knows or should have known the occurrence of the insured accident.

5. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

6. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based on representations you hereby make to us; and

c. To warrant that each and every statement in the Declarations is true.

9. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

10. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

12. Any dispute arising from or in connection with this policy shall be submitted to China International Economic and Trade Arbitration Commission for arbitration. The arbitral award shall be final and binding upon both parties. The arbitration shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration, subject to the following modifications:

a. the arbitration shall be conducted exclusively in the English language. All arbitrators appointed must be fluent in the English language. All documents filed, and all oral submissions must be in the English language. Any party wishing to rely on documentary or witness evidence in any other language shall be responsible for providing an accurate English translation or interpretation of the same to the other party and to the arbitrators, at the same time as the original language version is provided, and in the absence of such English translation or interpretation, such evidence shall be disregarded;

b. the presiding arbitrator shall in no circumstances be an individual who holds (or has at any time in his or her lifetime held) the same nationality as any of the parties.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The territories shown in the Declaration;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work" and

(2) The providing of or failure to provide warnings or instructions.

商业综合责任保险（事故发生制）条款

本保险合同中部分条款是对承保范围进行限制的条款。请仔细阅读全部的保险合同以明确权利、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合同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，即中国太平洋财产保险股份有限公司。

"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之"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，本公司对被保险人负赔偿之责。本公司有权利和义务为被保险人对追究该等赔偿的"诉讼"进行抗辩。但如果"诉讼"追究之"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等"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偿或"诉讼"。但：

(1) 本公司为损失的赔付金额以第三节——"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，本公司的辩护之权利和义务即终止。

除非在附加赔付—承保范围A项和B项另有明确规定外，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"发生在保险期内；且

(3) 在保险期前，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。如果该等列出的被保险人或授权的"雇员"在保险期前获悉"人身伤害"或"财产损失"的发生，则在保险期内或之后发生的"人身伤害"或"财产损失"之延续、变化或恢复将被视为在保险期前已被获悉。

c. 发生在保险期内、且在保险期前第二节——"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"，包括该等"人身伤害"或"财产损失"在保险期之后的延续、变化或恢复。

d. “人身伤害”或“财产损失”被视为在以下最先的时间已被知悉发生，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”：

(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) 收到就该“人身伤害”或“财产损失”造成的损失之书面或口头索赔；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、失业或死亡提出的索赔。

2. 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之“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) 在没有该等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”于该等合同或协议签署后发生。仅为“可保合同”中承担的责任之目的，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) 该等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之目的而发生的。

c. 酒类责任

被保险人可因以为下原因造成的“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之生产、分销、销售、提供或供应之行业时，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之义务。

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) 被保险人之雇用；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**)项之原因遭受的。

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) 被保险人因与该等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、被指称的或将要排出、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”，“污染物”：

(a) 在或来自任何被保险人任何时间(曾经)拥有、占用、租用或租借的场所、地点或位置。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”，该等烟、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，且该等场所、地点或位置的所有者或承租人已作为额外被保险人，就您为该等额外被保险人在该等场所、地点或位置进行的业务被加入您的保险，且该等场所、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(曾经)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；

(c) (曾经)由以下人士或为其作为废物运输、操作、储存、处理或加工：

(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、分包者经营业务之任何场所、地点或位置，如果该等“污染物”是由该等被保险人、承包商或分包商因该等业务被带到该等场所、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、水力或机械功能之实施需要该等燃料、润滑剂或其他工作液体，如果该等燃料、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，或如果该等被保险人、承包商或分包商将该等燃料、润滑剂或其他工作液体带入该等场所、地点或位置，其目的是为放出、散布或释放该等物质作为其经营的一部分，则本除外责任不适用。

(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”，该等烟、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之工作的承包商、分包商进行经营的任何场所、地点或位置，如果该等经营为测试、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等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等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等影响或对之作出反应。

但如果即使没有该等请求、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，则本段不适用于该等责任。

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”。

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，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。

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交通工具保险法律；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“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等事件的行动。

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、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) 不动产的特定部分，对该不动产，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，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。一项单独的赔偿限额适用于租借给您的场所的损失，如在第三节－保险赔偿限额中所描述的。

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. 您的产品之损失

由于"您的产品"或其任何一部分引起产品本身之"财产损失"。

l. 您的工作之损失

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其它财产使用的损失。

n. 产品、工作或受损坏之财产的召回

因下列各项之不能使用、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：

(4) 电子存储信息的损害

(5) 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
(6) 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"人身损害"：

(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

1. 承保协议

a. 被保险人因适用于本保险之"个人和广告侵害"，依法应负赔偿责任时，本公司对被保险人负赔偿之责。本公司有权利和义务为被保险人对追究该等损害的"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等"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) 本公司为损害赔付的金额以第三节—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，本公司的抗辩之权利和义务即终止。

除非在附加赔付—承保范围A项和B项另有明确规定外，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. 只有当侵犯行为在保险期内发生于"承保区域"内，本保险方适用于来自于您的业务的侵犯行为造成的"个人和广告侵害"：

2. 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. 保险期前公布材料

首次公布发生在保险期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等事件的行动。

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"人身损害"：

(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

1. 承保协议

a. 本公司负责赔偿符合以下条件之事故造成“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”和保险期内；

(2)医疗费用之支出及对本公司之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，本公司将负责赔付该费用。但该赔付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。

2. 除外责任

本公司不就“人身伤害”支付费用：

a. 任何被保险人

给任何被保险人，“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。

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之人，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，如果依据工伤保险条例或残障福利法或其他类似法律就该等"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之人。

f. 产品—完工操作风险

如果该"人身伤害"已包含于"产品—完工操作风险"。

g. 承保范围A除外责任

如果该"人身伤害"被承保范围**A**排除。

附加赔付——承保范围A和B

1. 就本公司调查或解决的任何索赔或对本公司为之抗辩的针对任何被保险人的任何"诉讼"而言，本公司将负责赔付：

a. 解除财产扣押的保证金之成本，但以适用的保险赔偿限额为保证金之限额。本公司无义务提供该等保证金。

b. 任何被保险人应本公司要求协助调查或就该等索赔或"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。

该等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. 本保险适用于该等被保险人承担的责任；

c. 为该被赔偿者抗辩的义务及该等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等"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) 协助本公司对该等"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、传票或法律文书之副本；

(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等"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：本公司在该等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，该等赔付不被视为"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

1. 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之行为。

b. 合伙或合资，则您是被保险人。您的成员、您的合伙人和他们的配偶也是被保险人，但仅限于从事您所经营业务之行为。

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之行为。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。

2. 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）项段之结果，及于共同“雇员”或“义务工人”的配偶、子女、父母、兄弟或姐妹；

(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。

3. 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. 本款所提供之承保之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犯行为造成的“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

1. 声明事项中所列之保险赔偿限额及下列规定为本公司赔偿之最高限额，而不论下列各项之数目多少：

   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。

2. 综合保险赔偿总限额是本公司对于下列各项赔款之最高赔付金额：

   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。

3. 产品－完工操作之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付金额。

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

5. 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付金额：

   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”。

6. 在不违反上述第5.款规定的前提下，您承租的场所损坏之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付金额。

7. 在不违反上述第5.款规定的前提下，医疗费用之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付金额。

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，保险期限延长少于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限的一部分。

第四节 商业综合责任之基本条款

1. 破产

被保险人或其财产之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之责任。

2. 保险人义务

a.对保险合同内容的说明

订立本合同保险合同时，采用保险人提供的格式条款的，保险人向投保人提供的投保单应当附格式条款，保险人应当向投保人说明本合同保险合同的内容。对本合同保险合同中免除保险人责任的条款，保险人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.及时签发保单

本保险合同成立后，保险人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的期限限制

保险人依据第 3 条第 a 款所取得的保险合同解除权，自保险人知道有解除事由之日起，超过三十日不行使而消灭。自保险合同成立之日起超过二年的，保险人不得解除合同；发生保险事故的，保险人承担赔偿责任。

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

d. 补充索赔证明和资料通知

保险人按照第 3 条下第 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. 及时核定和赔付

保险人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，应当在三十日内作出核定；情形特别复杂的，由于非保险人可以控制的原因导致核定困难的，保险人应与被保险人商议合理核定期间，并在商定的期间内作出核定。

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

f. 对可确定部分的先行赔付

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

3. 投保人、被保险人义务

a. 如实告知

订立保险合同，保险人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，足以影响保险人决定是否同意承保或者提高保险费率的，保险人有权解除保险合同。

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

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

b. 依约交付保险费

除另有约定外，投保人应当在保险合同成立时交付保险费。如自保单签单日起 30 天内被保险人仍未支付保费,则本保单自起保日起失效。投保人未按本保险单明细表和批单中的规定,按期交付保险费的,保险事故发生时,保险人不承担相应的赔偿责任。

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。

保险人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，保险人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，被保险人应当按照合同约定在十四天内或经保险人书面统一延长的期限内通知保险人，保险人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，保险人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，保险人不承担赔偿责任；**

（2）在十四天内或经保险人书面统一延长的期限内通知保险人，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，保险人对无法确定的部分，不承担赔偿责任，**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；

（3）保护事故现场，允许并且协助保险人进行事故调查。**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，应立即通知保险人。**未经保险人书面同意，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，保险人不受其约束。对于被保险人自行承诺或支付的赔偿金额，保险人有权重新核定，不属于本保险责任范围或超出应赔偿限额的，保险人不承担赔偿责任。**在处理索赔过程中，保险人有权自行处理由其承担最终赔偿责任的任何索赔案件，被保险人有义务向保险人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保险人；接到法院传票或其他法律文书后，应将其副本及时送交保险人。保险人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，保险人不承担赔偿责任。

h. 索赔材料提供义务

被保险人请求赔偿时，应向保险人提供下列证明和资料：

a). 当发生可能引起索赔之“意外事故”或侵犯行为时，应包括：

(1) “意外事故”或侵犯行为发生的经过、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”或侵犯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、与该等索赔或“诉讼”相关的要求、通知、传票或法律文书之副本；

(2)授权本公司获取记录和其他资料；

(3) 协助本公司对该等索赔进行调查、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，导致保险人无法核实损失情况的，保险人对无法核实部分不承担赔偿责任。

4. 赔偿处理

a. 赔偿责任确定基础

保险人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保险人确认；

（2）仲裁机构裁决；

（3）人民法院判决；

（4）保险人认可的其他方式。

b. 第三者赔偿

保险人对被保险人给第三者造成的损害，可以依照法律的规定或者本合同的约定，直接向该第三者赔偿保险金。

被保险人给第三者造成损害，被保险人对第三者应负的赔偿责任确定的，根据被保险人的请求，保险人应当直接向该第三者赔偿保险金。被保险人怠于请求的，第三者有权就其应获赔偿部分直接向保险人请求赔偿保险金。

被保险人给第三者造成损害，被保险人未向该第三者赔偿的，保险人不得向被保险人赔偿保险金。

c. 事故损失赔偿金额计算

发生保险责任范围内的损失，保险人按以下方式计算赔偿：

（1）对于每次事故造成的损失，保险人在每次事故责任（赔偿）限额内计算赔偿，保险人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，保险人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. 其他保险

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

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

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

f. 代位求偿

被保险人向保险人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。

5. 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之所有条款，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，或超出所适用之保险赔偿限额的损失，本公司不负赔偿之责。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。

6. 其他保险

对于本公司根据本保险之承保范围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金额。

b. 超赔保险

本保险对以下保险赔偿金额的超额部分负赔偿之责：

(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) 该等保险单属于对“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) 该等保险单是对您租用的、或经所有者同意临时占用之场所提供的火灾保险；

(c) 该等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之场所的“财产损失”的责任而购买；或

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

(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之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之权利。

当本保险作为其他保险的超赔保险，本公司将仅对超过以下各项金额之本公司分担的损失金额，如有，进行赔付：

(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），此类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之赔偿限额之超额部分购买。

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之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，每一保险人应负之赔偿金额以该保险公司之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。

7. 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之承保范围下所有之保险费。

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之实际保费，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的审计保费金额超过应付之实际保费，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之资料，并根据本公司要求随时将其副本提供给本公司。

8. 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. 该等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。

9. 被保险人之区别对待

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之指定被保险人；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。

10. 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，则邮寄之证明足够作为已通知之证明。

11. 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之规则进行，但应遵守如下修订：

a. 仲裁应仅以英语进行。所有仲裁员须英语流利。所有提交的文件和口头陈述须为英文。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之该等证据的同时，向另一方及仲裁员提供其准确的英语翻译和口译，且如果未能提供该等英语翻译或口译，则该等证据将不予采纳。

b. 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

除另有约定外，本合同中的下列词语具有如下含义：

1. “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。

2. “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；

c. 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”。

3. “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。

4. “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，但该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。

5. “雇员”包括“租借工人”。“雇员”不包括“临时工人”。

6. “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。

7. “敌意之火”指变得无法控制的、或自突破其预期区域的火。

8. “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之条款；

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之条款。

9. “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之“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，该等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、工程师或勘查师进行赔偿的部分：

(a)筹备、同意或未能筹备或同意地图、店铺图样、意见、报告、勘查、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、工程师或勘查师，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。

10. “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”。

11. “装载或卸载”指下列情况下对财产的处理：

a. 财产从为搬运之验收之地被搬运上飞机、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。

12. “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) 建造或铺设道路之设备，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) 用于升降工人之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之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”。

13. “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之事故。

14. “个人和广告侵害”指伤害，包括附随的“人身伤害”，由下列一项或多项侵犯引起：

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。

15. “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。

16. “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之其他承保商或分包商）用于其预定目的的使用时。

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。

17. “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的使用损失。所有该使用的损失应被视为发生在导致它的实际损害发生之时；或者

b. 无实际损害的有形财产的使用损失。所有该等使用损失应被视为发生在导致它的“意外事故”发生之时发生。

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，电子数据指在电脑软件上存储的、创建的或使用的，或传送至电脑软件或从电脑软件传送来的信息、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、元件、数据处理装置或任何其他与电子控制设备共同使用的媒介。

18. “诉讼”指对本保险适用的“人身伤害”、“财产损失”和“个人和广告损害”造成的损害主张赔偿的民事程序。“诉讼”包括：

a.仲裁程序，在该等程序中，该等赔偿被主张，且被保险人对该等程序必须服从或经本公司同意服从；或

b. 任何替代性争议解决程序，在该等等程序中，该等赔偿被主张，且被保险人经本公司同意服从该等程序。

19. “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。

20. “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。

21. “您的产品”

a. 指：

(1)除不动产外由下列人员生产的、出售的、经手的、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)与该等货物或产品相关而提供的容器(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”的适合性、质量、寿命、性能或使用的保证或陈述，

和

(2)提供或未能提供警示或指导。

c. 不包括未出售的，出租给他人或放置用于他人使用的自动售货机或其它财产。

22. “您的工作”

a. 指：

(1)您或代表您所做的工作或操作；以及

(2)与该等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”的适合性、质量、寿命、性能或使用的保证或陈述，以及

(2)提供或未能提供警示或指导。

Extensions:

1. Advertising Signs and Decorations Liability Clause

The indemnity provided by this Policy shall extend to cover Insured's legal liability in respect of accidental bodily injury or property damage to any third party resulting from the Insured's advertising signs, neon signs, decorations and the like.

2. Exhibitions & Promotions Clause
It is agreed and understood that this Policy is extended to cover legal liability of the Insured arising out of any exhibitions or promotions organized/exhibited by the Insured, held within People's Republic of China(P.R.C.) for which they may be responsible.

3. Fire/Explosion/Smoke/Water Damage Legal Liability Clause

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover the Insured's liability for claims made against the insured for accidents bodily injury of any/or accidental property damage to any third party (including e Landlord's Furniture, Fixtures & Fittings Under Care, Custody & Control of Insured) occurring caused by fire or explosion subject to the following limits of liability during the period of insurance.
This Clause is subject otherwise to the terms, conditions and exceptions of this Policy

4. First Aid Liability Extension Clause
This Policy shall be extended to cover the Insured for reasonable costs or expenses of first aid treatment given or administered by the Insured to a third party injured at the premises upon an occurrence falling within the scope of this Policy.
This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

5. First Aid Treatment Clause (US$30,000 any one occurrence and in the aggregate)
It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover the Insured for reasonable costs or expenses of first aid treatment given or administered by the Insured to a third party injured at the premises upon an occurrence falling within the scope of this Policy.
This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

6. Food and Drink Clause
It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover the Insured's liability for claims made against the Insured for accidental bodily injury of and/or accidental property damage to any third party which occurs during the period of insurance and arises out of poisoning by or foreign or deleterious matter in food or drink consumed in or about the premises specified in the Policy provided always that the Insured shall at all times take every possible precaution to prevent the sale or supply of any condition or free from contamination or for human consumption subject to the following limits of liability during the period of insurance.
If any claims made under this additional clause, the insured should provide the approval of city-level administration of anti-epidemic.
This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

7. Goods and Services Clause

It is agreed and understood that this Policy shall be extended to cover the Insured's liability for claims made against the Insured for accidental bodily injury or accidental property damage which occurs during the period of insurance and arises out of goods and/or services sold or supplied including transportation provided by the Insured in the normal course of the business as hold proprietor, subject to the limit of liability specified in the Schedule of the Policy during the period of insurance.

8. Loading and Unloading of Vehicles Clause
Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that the within Policy will subject to its terms, limitations and conditions extend to cover the insured's legal liability arising from the loading or unloading of the vehicles, including the process of delivery to and from the vehicles.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

9. Hoist, Cranes &/or Unregistered Vehicles Liability Clause

It is understood and agreed that subject the Insured having paid the agreed additional premium this Policy extends to indemnify the Insured for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any hoist, crane, power hoisting machines or unregistered vehicles or attachment thereto in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured.
This Clause is subject otherwise to the terms, conditions and exclusions of this policy.

10. Personal Injury Liability Clause

It is agreed and understood that this policy shall be extended to cover the insured's liability for the claims made in respect of personal injury to third parties arising out of the following offences:

a) false arrest, detention or imprisonment or malicious prosecution;
b) libel, slander, defamation or violation of rights of privacy;
c) wrongful entry or eviction or other invasion of rights of private occupancy.

The observance of the regulations and laws of the People's Republic of China shall be a condition precedent to any liability of the Company.

11. Errors & Omissions

It is agreed and understood that subject to the the Insured having paid the agreed additional premium ,the Company shall indemnify the Insured for any delay or unintentional error or omission in reporting new locations acquired or occupied or in reporting values of property or in description of any other information provided that such delay ,error or omission shall be reported to the Company as soon as practicable after knowledge thereof.

12. Landlord's Furniture, Fixtures & Fittings Under Care, Custody & Control of Insured

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this Policy is extended to indemnity the Insured against all sums which the Insured shall become legally liable to pay as compensation for accidental damage to landlord's property in the custody of or under the control of the Insured.

13. Tenant's Liability

This Policy is extended to cover the Insured's legal liability for damage to premises rented and occupied by the Insured as tenant**.**
This Extension shall not cover any liability which is only based on certain agreement.

14. Lifts & Escalators

The indemnity provided by this Policy shall extend to cover Insured's legal liability in respect of accidental bodily injury of and/or accidental property damage to any third party in the normal operational use of the lifts, elevators, escalators, cranes, hoists or other lifting machinery at the premises specified in the Policy.

It is warranted that the Insured shall see to it that regular inspection and maintenance of the lifts, elevators, escalators, cranes, hoists or other lifting machinery shall be carried out by qualified engineers.

15. No Control Clause

It is hereby agreed and understood that this insurance shall not be prejudiced by failure of the insured to comply with any warranty or condition contained in any form or endorsement attached to this policy with regard to any portion of the premises over which the insured has no control. Subject otherwise to the terms exceptions and conditions of this policy.

16. Non-invalidation Clause

This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the premises insured not occupied by the Insured whether constituting an increase in risk or not； provided that the Insured shall notify the Company immediately after they become aware of the same and to pay such reasonable additional premium as the Company may require.

17. Loss Notification Clause

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this insurance will not be prejudiced by any inadvertent delays, errors, or omission in notifying the insurers of any circumstances or event giving rise or likely to give rise to a claim inside this Policy. Subject otherwise to this Limits, Terms, Exceptions and Conditions of this Policy.

18. Property under Control, Care and Custody

It is hereby agreed and noted that this Policy extends to indemnify the Insured against liability resulting from accidental loss of or damage to third party property under care, custody and control of the Insured.

19. Cross Liability

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this insurance shall apply to each Insured party as if a separate Policy had been issued to each party.
Provided always that the aggregate liability of the Company for any one accident shall not exceed the limit of indemnity stipulated in the schedule.
This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

20. Independent Contractors
It is hereby understood and agreed that this Policy extends to indemnify all sums which the Insured shall become legally liable to pay as compensation for bodily injury or damage to property of the third parties arising out of or caused by or in connection with the alteration of and/or addition to any premises owned, occupied or managed by the Insured.
It is further agreed that the Company shall not liable for any claim recoverable from any valid third party liability insurance or the third party liability section of any Contractors' All Risks Insurance held by the Insured or the Insured's contractor.
This Clause is subject otherwise to the terms, conditions and exclusions of this policy

21. Premises/Operations Clause
To indemnify the insured against all sums which the Insured shall become legally liable to pay as damages consequent upon accidental：
i) injury to Third Parties
ii) loss of or damage to the property of Third Parties
arising out of any of the Insured’ s premises and operations.

附加条款：

1. 广告招牌及装饰物责任条款
   兹经双方同意，本保险扩展承保因广告招牌、霓红灯、装饰物发生意外事故造成第三者人身伤亡或财产损失时，被保险人应负的法律赔偿责任。

2. 展览和行销活动责任条款
   兹经双方同意，本保险扩展承保，由被保险人组织的或参加的任何展览或促销活动导致任何第三者的意外人身伤害及／或意外财产损失，被保险人根据中华人民共和国管辖依法应承担的经济赔偿责任。

3. 火灾、爆炸及烟熏 、灭火及所致水损责任条款
   兹经双方同意并约定，本附加险扩展承保在被保险人发生火灾、爆炸、烟熏、水损而造成第三者的财产损失（包括由其保管和占用的业主的装置、家具）或人员伤亡时，被保险人依法应承担的赔偿责任。
   主险条款与本附加险条款相抵触之处，以本附加险条款为准；本附加险条款未约定事项，以主险条款为准。

4. 急救责任条款
   兹经双方同意并约定，本附加险扩展承保在列明地点范围内，由于实施急救或为了或可被认为为了实施急救或其他可能采取的类似措施，造成客户或其他第三者意外的人身伤害时，被保险人依法应负的赔偿责任。
   主险条款与本附加险条款相抵触之处，以本附加险条款为准；本附加险条款未约定事项，以主险条款为准。

5. 急救费用条款（单次和累计限额 US$30,000）
   兹经双方同意，鉴于被保险人已缴付了附加的保险费，本保险扩展承保在本保险单明细表中列明的营业场所内发生意外事故造成第三者人身伤亡时被保险人应支付的合理急救费用。
   本保单所载其他条件不变。

6. 食品、饮料责任条款
   兹经双方同意并约定，本附加险扩展承保被保险人在本保险单明细表中列明地点范围内因其提供的食品、饮料掺有异物或有毒而造成第三者人身伤亡或财产损失时依法应负的赔偿责任。上述责任的承担是以被保险人已克尽职责防止出售或提供任何不洁的或不符合人类食用标准的食品或饮料为前提。
   主险条款与本附加险条款相抵触之处，以本附加险条款为准；本附加险条款未约定事项，以主险条款为准。

7. 提供物品及服务条款
   兹经双方同意，鉴于被保险人已缴付了附加的保险费，本保险扩展承保被保险人因提供物品及服务，包括作为其正常经营过程中的运输服务，造成第三者人身伤亡或财产损失时被保险人应负的赔偿责任。
   本保险单项下每次事故及总的赔偿限额不超过明细表中所列明的总保险金额
   本保险单所载其他条件不变。

8. 车辆装卸责任条款
   兹经双方同意并约定，本附加险扩展承保被保险人因其车辆在保单列明的营业场所进行与经营有关的装卸过程中发生意外事故造成第三者人身伤亡或财产损失时应负的赔偿责任。
   主险条款与本附加险条款相抵触之处，以本附加险条款为准；本附加险条款未约定事项，以主险条款为准。

9. 起重机械及不需注册的车辆责任条款
   兹经双方同意，鉴于被保险人已缴付了附加的保险费，本保险扩展承保在保单列明的营业场所内因起重机、吊机、电动起重设备、设施或未领有公共运输行驶执照的车辆造成第三者相关的意外人身伤害及／或意外财产损失而被保险依法应承担的赔偿责任。
   本条款项下赔偿额包主险条款与本附加险条款相抵触之处，以本附加险条款为准；本附加险条款未约定事项，以主险条款为准。

10. 人身侵害责任条款
   兹经双方同意，鉴于被保险人已缴付了附加的保险费，本保险扩展承保在本保险单明细表中列明的地点范围内，由于下列情况造成第三者人身侵害时被保险人应负的赔偿责任：
   1. 错误逮捕、拘留、监禁或诬告；
   2. 侮辱、诽谤或侵犯私人权利；
   3. 非法侵入、驱逐或其它侵犯私人权利行为；

   遵守中华人民共和国法律或法规将是本公司承担任何责任的先决条件。
   本保险单所载其他条件不变。

11. 错误和遗漏条款
   兹经双方同意，鉴于被保险人已缴付了附加的保险费，被保险人的任何有关标的风险或被保财产的非故意的、无意的遗漏、错误或非正确的表述将不影响本保单效力，但被保险人一旦发现该错误、遗漏或误述后必须立即通知保险人。

12. 被保险人照料、保管或控制下的业主家具、装置及设施条款
   兹经双方同意并约定，本附加险扩展承保被保险人照料、保管或控制下的业主财产发生损失时，被保险人依法应负的赔偿责任。

13. 承租人责任条款
   兹经双方同意并约定，本附加险扩展承保被保险人租赁的场所受损失或损坏，被保险人依法应负的赔偿责任。
   对于被保险人仅在某一协议存在的前提下才须承担的责任，本扩展条款将不予承担。

14. 电梯、升降机责任条款
   兹经双方同意并约定，本附加险扩展承保本保险单明细表中列明地点范围内的电梯、升降机在正常使用过程中发生意外事故造成第三者人身伤亡或财产损失时被保险人依法应负的赔偿责任，以不超过本保单列明的赔偿限额为限。
   被保险人应保证由合格的技术人员对电梯、升降机定期进行检查和维修。

15. 不可控制条款
   兹经双方同意并约定，本保险不因被保险人在其无法控制的任何场所无法履行保单或批单中规定的任何保证或条件而受影响。
   本保险单所载其它条件不变

16. 不予失效条款
   兹经双方同意并约定，本保险不因下述原因而失效：在被保险人不知情的情况下，承保财产占用性质改变或风险程度增加。但是一旦知道该情况，被保险人应立即通知本公司并缴付从风险增加之日起的额外保费。
   本保险单所载其它条件不变。

17. 损失通知条款
   本保险不因疏忽延迟、错误或遗漏向本公司通知引起索赔或可能引起索赔的情况或情况而失效。
   本保险单所载其它条件不变。

18. 被保险人照料、保管或控制下的财产
    兹经双方同意并约定，本附加险扩展承保被保险人照料、保管或控制下的财产发生损失时，被保险人依法应负的赔偿责任。

19. 交叉责任条款
    兹经双方同意，鉴于被保险人已缴付附加保险费，本保险保障将适用于保险单明细表列明的每一个被保险人，如同本公司对每一个被保险人签发独立的保险单。
    本公司对所有被保险人由一次事故或同一事件引起的数次事故承担的全部赔偿金额不得超过保险单列明的每次事故赔偿限额。

20. 独立承包商责任条款
    本保单扩展承保在对被保险人拥有、占用或管理的被保险处所进行变更、维修或增加时，对第三者的意外人身伤害及/或意外财产损失依法应承担的经济赔偿责任。
    同时，本保单对被保险人可在其持有或其承包商所有的其他有效的第三者责任险或工程险项下的第三者责任部分可获得赔偿的部分不负赔偿责任。

21. 场所或经营条款
    本保单扩展承保被保险人在本保险单明细表列明的营业处所内及其附近，因经营业务发生意外事故，造成第三者的人身伤害及／或财产损失，依法应由被保险人承担的经济赔偿责任。

2019年IAAPA亚洲博览会

公众责任险方案

中国人保财险

中国人民财产保险股份有限公司中山市分公司
2019年2月

险 种 简 介

保险责任：在本保险有效期限内，被保险人在本保险单明细表中列明的地点范围内依法从事生产、经营等活动以及由于意外事故造成下列损失或费用，依法应由被保险人承担的民事赔偿责任，保险人负责赔偿：

（一）第三者人身伤亡或财产损失；

（二）事先经保险人书面同意的诉讼费用；

（三）发生保险责任事故后，被保险人为缩小或减少对第三者人身伤亡或财产损失的赔偿责任所支付的必要的、合理的费用。

承保活动：2019 年 IAAPA 亚洲博览会

承保区域：中国上海新国际博览中心（地址：中国上海市浦东新区龙阳路 2345 号）

保险金额及保费：

项目		A 类：娱乐骑乘或设备（以 ASTM 747-06 为准）	B 类：使用易燃材料或 供应食品	C 类：所有其它展品(仅作静态宣传、咨询)
主险	累计赔偿限额	US$3,000,000	US$3,000,000	US$2,000,000
	每次事故赔偿限额	US$2,000,000	US$2,000,000	US$1,000,000
附加险	雇员责任	US$50,000	US$50,000	-
	火灾损害赔偿	US$300,000	US$300,000	US$300,000
	医疗保险	US$10,000	US$10,000	US$10,000
	人身与广告伤害	US$1,000,000	US$1,000,000	US$1,000,000
	产品保险和完整的操作保单	US$2,000,000	US$2,000,000	US$2,000,000
保 险 费		US$700	US$400	US$200

备注：1、以上报价为每一参展商的保险金额及其保险费，不计展台大小，按类别收费；

2、本方案仅在 A 类和 B 类参展商中扩展对雇员的责任，保障参加展览会的员工责任，需提供员工清单（包括姓名，性别和身份证号码）。若出险人不在清单中或者在清单范围内但经查实不属于投保人员工时，保险人无需承担保险责任。

免 赔 额：每次事故财产损失绝对免赔额为 USD1,000.00

每次事故每人人身伤亡免赔额为 USD1,000.00

保险期限：2019.6.8-2019.6.15，共 8 天

特别约定：

1、Bodily Injury And Property Damage Liability (Liability to Employee:US$50,000)

2、Personal Injury And Advertising Injury Liability (Limit of Indemnity:US$1,000,000)

3、Medical Payments (Limit of Indemnity:US$10,000)

4、Products & Completed Operations Policy (Limit of Indemnity: US$2,000,000)

5、IAAPA, Shanghai New International Convention & Exhibition Centre, AMC (Exhibits) Ltd., APT Showfreight Ltd, their entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees, are additionally insured for IAAPA Expo Asia, 8-15 June 2019.

附加条款:

1. Exhibition Clause
2. Advertising Signs and Decorations Liability Clause
3. Exhibitions & Promotions Clause
4. Fire / Explosion / Smoke / Water Damage Legal Liability Clause
5. First Aid Liability Extension Clause
6. First Aid Treatment Clause(US$30,000 any one occurrence and in the aggregate)
7. Food and Drink Clause
8. Goods and Services Clause
9. Loading and Unloading of Vehicles Clause
10. Personal Injury Liability Clause
11. Errors & Omissions
12. Tenant’s Liability Clause
13. Elevator and Escalator Clause
14. No Control Clause
15. Property under Control, Care and Custody(US$80,000.00 any one occurrence and in the aggregate)
16. Independent Contractors
17. Premises/Operations Clause

司法管辖：中国上海相应地区的法律法规

2019年IAAPA亚洲博览会公众责任险方案

PICC中国人民财产保险股份有限公司中山市分公司

1）投保人/被保险人资料	组织机构代码证		营业执照 如为已办理“三证合一”的单位，请提供该证照扫描件	
	证件号码		证件号码	
	投保人：公司名字（全称）		详细地址	
	中文	英文	中文	英文
	被保险人：公司名字（全称）		详细地址	
	中文	英文	中文	
	摊位号		展示内容	

2）投保方案（本表提供简要方案，详细方案请见附件文件）	项目		A类：娱乐骑乘或设备（以ASTM 747-06 为准）	B类：使用易燃材料或供应食品	C类：所有其它展品（仅作静态宣传、咨询）
	主险	累计赔偿限额	US$3,000,000	US$3,000,000	US$2,000,000
		每次事故赔偿限额	US$2,000,000	US$2,000,000	US$1,000,000
	附加险	雇员责任（请提供雇员清单，如下附表）	US$50,000	US$50,000	——
		Fire Damage	US$300,000	US$300,000	US$300,000
		Medical Expenses	US$10,000	US$10,000	US$10,000
		Personal & Advertised Injury	US$1,000,000	US$1,000,000	US$1,000,000
		Products & Completed Operations Policy	US$2,000,000	US$2,000,000	US$2,000,000
	免赔额	每次事故财产损失绝对免赔额为	US$1,000		
		每次事故每人人身伤亡免赔额为	US$1,000		
	附加条款	1. Exhibition Clause 2. Advertising Signs and Decorations Liability Clause 3. Exhibitions & Promotions Clause 4. Fire / Explosion / Smoke / Water Damage Legal Liability Clause 5. First Aid Liability Extension Clause 6. First Aid Treatment Clause(US$30,000 any one occurrence and in the aggregate) 7. Food and Drink Clause 8. Goods and Services Clause 9. Loading and Unloading of Vehicles Clause 10. Personal Injury Liability Clause 11. Errors & Omissions 12. Tenant' s Liability Clause 13. Elevator and Escalator Clause 14. No Control Clause 15. Property under Control, Care and Custody(US$80,000.00 any one occurrence and in the aggregate) 16. Independent Contractors 17. Premises/Operations Clause				
	保险期限	从2019年6月8日零时起至2019年6月15日二十四时止，共8天			
	司法管辖	中国上海地区相应的法律法规			
	保单模式	保险单内容及条款经中国保险监督委员会审批，按现行的中国人民财产保险股份有限公司“公众责任保险条款（1995版）2009年”执行			
	保 险 费（比别：美元）		US$700	US$400	US$200
	折算人民币		（按当月汇率的情况报价为准）		
	选择方案（请在投保的方案类型下填1）				

备注：1、以上报价为每一参展商的保险金额及其保险费，不计展台大小，按类别收费；

2、本方案仅在A类和B类参展商中扩展对雇员的责任，保障参加展览会的员工责任，需提供员工清单（包括姓名，性别和身份证号码）。若出险人不在清单中或者在清单范围内但经查实不属于投保人员工时，保险人无需承担保险责任。

3）投保人声明

本人（单位）________________________，向：人保财险中山市分公司 ，投保公众责任保险（1995版），确认和声明以下事项：
1）保险人已通过上述书面形式向本人详细介绍并提供了《中国人民财产保险股份有限公司公众责任保险（1995版）》及其附加险条款内容，并对其中免除保险人责任的条款（包括但不限于责任免除条款、免赔额、免赔率等免除或者减轻保险人责任的条款、赔偿处理、其他事项等），以及本保险合同中付款约定和特别约定的内容向本人做了书面明确说明，本人已充分理解并接受上述内容，同意以此作为订立保险合同的依据。本人自愿投保上述险种。
2）产险销售人员姓名：产险销售人员姓名：容力希，职业证号：CX00141527;产险销售人员姓名：陈敏琪，职业证号：CX00122470，已向本人详细解释有关保险条款内容，并清楚说明免除保险人责任的条款。
3）尊敬的客户，为了充分保障您的权益，请您将以下黑体字内容，在方格内进行手书，以表示您已了解投保内容，并自愿投保：
本人确认收到条款及相关特别约定。保险人已明确说明免除保险人责任条款的内容及法律后果。

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投保人签章：

附表： 与会雇员清单

4）如选择投保方案A，请填写本附表	序号	姓名	证件类型		证件号码
	1（如）	苗翠翠	身份证		442**********
	2（如）	苗人风	护照		M22********
	3				

请把表格填好回传到：14162494@qq.com