

众安在线财产保险股份有限公司  
商业综合责任保险条款（事故发生制）（互联网版）  
注册号：C00017930912022021609331  
（众安在线）（备-责任保险）【2022】（主）021号

为了维护您的权利及知悉您应尽的义务，同时能确实了解本保险单的承保范围，请您仔细阅读本保险单的条款。

本保险单条款中的“列名被保险人”是指本保险单承保明细表列名的被保险人或依本保险单的约定视同被保险人的其它任何个人或组织。而“本公司”则指提供本保险的众安在线财产保险股份有限公司。

“被保险人”是指符合本保险单第二部分“被保险人”定义的任何个人或组织。

本保险单中以双引号“ ”特别标示的其它文字及语句均有其特殊意义，请遵照第五部分“定义”的解释。

## 第一部分 承保范围

### 第一条“人身损害”（见定义三）及“财产损失”（见定义十七）责任

#### 一、保险责任

（一）被保险人依法对第三人的“人身损害”及“财产损失”应承担的损害赔偿赔偿责任，由本公司依本保险单的约定负赔偿责任。本公司有权利及义务协助被保险人就该请求损害赔偿的“诉讼”（见定义十八）进行抗辩。但是，本公司对于不属于本保险单承保范围内的“人身损害”或“财产损失”所提出的损害赔偿请求无抗辩义务。同时本公司有权自行对任何“意外事故”（见定义十三）进行调查并对其产生的索赔或“诉讼”进行处理。但是：

1. 本公司所负的赔偿责任总额以本保险单第三部分一责任限额的约定为限；且
  2. 当本公司所支付的赔偿金额或和解金额达到本保险单承保范围第一条、第二条或第三条条款下所规定适用的责任限额时，本公司的抗辩权利或义务终止；
- 除上述规定外，本公司无责任或义务支付其它任何金额、费用或提供其它服务。但本保险单第四条-附加赔付中另有约定的不在此限。

（二）本保险单所承保的“人身损害”或“财产损失”必须符合下列条件：

1. 造成“人身损害”或“财产损失”的“意外事故”须发生于“承保区域”（见定义四）内；且
2. 造成“人身损害”或“财产损失”的“意外事故”须发生于保险期限内；且

3. 在本保险单保险期限开始以前，没有任何属于本保单第二部分-谁是被保险人第一段的被保险人或被保险人授权员工（该授权员工有权接受或发出有关事故或索赔的通知）已经得知该“人身损害”或“财产损失”已经全部或部分发生。若已有上述被保险人或由被保险人授权员工（该授权员工有权接受或发出有关事故或索赔的通知）在保险期限开始之前已得知部分或全部的事故或索赔发生，那么在保险期限开始后的该“财产损失”或“人身损害”的延续、变化或恢复均被视为在保险期限开始前就已发生。

(三) “人身损害”或“财产损失”发生于保险期限内，且本保险单第二部分-谁是被保险人第一条列名的被保险人和被保险人的授权员工（该授权员工有权接受或发出有关事故或索赔的通知）在保险责任开始以前并不知晓已经发生了“人身损害”和“财产损失”。该“人身损害”或“财产损失”包括在保险期限结束后的“人身损害”和“财产损失”的持续、变化和恢复。

(四) 当本保险单第二部分-谁是被保险人第一条列名的被保险人和被保险人的授权员工（该授权员工有权接受或发出有关事故或索赔的通知）得知该“人身损害”或“财产损失”，该“人身损害”或“财产损失”的发生时间以下列最先发生者为准：

1. 本公司或其它保险公司收到“人身损害”或“财产损失”的全部或部分通知；
2. 被保险人及其授权员工（该授权员工有权接受或发出有关事故或索赔的通知）收到“人身损害”或“财产损失”的书面或口头索赔通知；或
3. 被保险人及其授权员工（该授权员工有权接受或发出有关事故或索赔的通知）由任何其它方式得知“人身损害”或“财产损失”已发生或开始发生。

(五) 由“人身损害”所引起的损害赔偿包括由任何个人或组织所提出的由于该“人身损害”而引起的护理、误工损失或死亡的损害赔偿。

## 二、除外责任

本保险不适用于下列事项引起的损害赔偿责任：

### (一) 故意行为所致损失

被保险人故意所为或在其预料之中所造成的“人身损害”或“财产损失”，但本除外条款不适用于为保护人身和财产安全而采取的正当防卫或紧急避险行为所导致的“人身损害”。

### (二) 契约责任

被保险人因合同约定而承担的“人身损害”或“财产损失”的损害赔偿。本除外条款不适用于：

1. 即使没有该合同或协议存在，被保险人仍应负担的赔偿责任； 或

2. 因履行“被保险合同”所定义 的合同或协议所造成的“人身损害”或“财产损失”。若因履行属于“被保险合同”的责任，而对他人产生的合理的律师费用及必要的诉讼费用也被视为因“人身损害”或“财产损失”所引起的损失，但是：

- (1) 对他人的责任或是对他人的抗辩费用以该“被保险合同”的约定为限；
- (2) 与民事诉讼和调解有关的抗辩所产生的律师费用及诉讼费用须符合本保险单保险责任的约定。

### (三) 酒精类饮料所致的责任

由下列原因所导致被保险人应当承担的“人身损害”或“财产损失” 赔偿责任：

1. 导致或促使任何人酒醉；
2. 向未成年人或已受酒精影响的人提供酒精类饮料； 或
3. 违反任何有关酒精类饮料的销售、赠与、分销、或使用的法令或规定。

本除外条款仅在被保险人经营酒精类饮料的生产、分销、销售或供应业务时适用。

### (四) 劳工相关法律法规

依据有关劳动法、残障福利或失业救济法律法规或其它类似法律法规，被保险人对其雇员应负的赔偿责任。

### (五) 雇主责任

对以下人员所造成的“人身损害”：

1. 对被保险人的“雇员”(见定义五)由下列原因且在下列期间造成的“人身损害”：
  - (1) 受雇于被保险人； 或
  - (2) 履行与被保险人经营有关的职责； 或
2. 对被保险人的“雇员”的配偶、子女、父母、兄弟或姊妹，因上述1.之情形所导致的“人身损害”。

本除外条款适用于：

- (1) 被保险人作为雇主或其它任何身份应当承担的法律责任； 且
- (2) 被保险人对他人所承担的上述“人身损害”赔偿责任须有予以分担或补偿的义务。

本除外条款不适用于被保险人依据“被保险合同”所承担的责任。

### (六) 污染

1. 任何因下列实际的、所谓的或有危险的“污染物”(见定义十五)的排放、散布、渗透、移动、释放或溢出，而造成的“人身损害”或“财产损失”：

- (1) 污染发生于或源于被保险人所有、占用、租用或借用或者曾经所有、占用、

租用或借用的房屋、地点及场所。但下列情况不适用本条款：

- a. 因给建筑物提供热能、冷气或抽湿功能的设施或该建筑物的占有人或其客人个人使用的热水设备所产生的烟雾、蒸汽及煤灰弥漫所导致的在建筑物内发生的“人身损害”；或
  - b. 如被保险人为建筑承包人及所有人或承租人并以附加被保险人的身份附加于保单上，则以附加被保险人的身份于上述场所、地点、位置经营而可能产生的“人身损害”或“财产损失”的责任，并且该场所、地点或位置并未为附加被保险人以外的任何被保险人所有、使用或承租；或
  - c. 因“恶意之火”（见定义七）所引起的热气或烟雾所导致的“人身损害”或“财产损失”。
- (2) 污染发生于或源于任何时候被被保险人或他人用来处理、储存、处置或加工废弃物的任何场所或地点；
- (3) 污染发生于或源于任何时候作为废弃物由下列人员或为下列人员运送、储存、处理、处置或加工：
- a. 任何被保险人；或
  - b. 被保险人可能对其负法律责任的任何个人或组织； 或
- (4) 污染发生于或源于任何被保险人、承包人或分包商因直接或间接代表被保险人而将“污染物”携带至其执行职务的房屋、地点及场所。但本款规定对下述情形不适用：
- a. “机动设备”或其零件的电力、压力或机械功能正常运转所需的油料、润滑油或其它液体，若从用以盛装、储存或接受的部件泄漏所导致的“人身损害”或“财产损失”；但如上述液体的渗漏是因故意行为所致，或上述液体是被保险人、承包人或分包人因执行工作所需而携至该场所并因执行工作而渗漏的不在承保之列；
  - b. 因被保险人或其承包人、分包人因从事与被保险人有关的工作而携至建筑物内的材料所散发的瓦斯、烟雾或蒸汽渗漏所导致的“人身损害”或“财产损失”；或
  - c. 因“恶意之火”所导致的热气或烟雾所致的“人身损害”或“财产损失”。
- (5) 直接或间接代表被保险人的承包人或分包人在任何场所从事测试、监控、清理、移除、封锁、处理、去毒、中和或任何评估“污染物”影响所产生的损失。
2. 因任何下列(1), (2)所产生的任何损失、成本或费用：
- (1) 任何被保险人或其它人因请求、要求、命令、或法律规定而对“污染物”

所进行的测试、监控、清理、移除、封锁、处理、去除毒素、中和或任何评估“污染物”影响的活动。

(2) 因对“污染物”进行测试、监控、清理、移除、封锁、处理、去毒、中和或任何评估“污染物”影响的活动而遭政府及其代表机构的索赔或“诉讼”。

但是本除外责任不适用于保险人依本条第1款(1)、(4)项要负担的“财产损失”赔偿责任。

#### (七) 航空器、车辆或船舶

任何因被保险人所有、操作、租用或借用的任何航空器、车辆或船舶在拥有、保养、使用、或托管过程中造成的“人身损害”或“财产损失”。使用包括操作及“装卸”(见定义十一)。

如果被保险人在监督、聘用、雇用、训练或监控他人时存在疏忽或其它过错而导致的赔偿责任,且该“意外事故”所导致的“人身损害”或“财产损失”所涉及任何所有、维修、使用或托付于他人的航空器、车辆或船舶是属于被保险人所有、操作、租用或借用,则本除外条款同样适用。

本除外责任不适用于:

1. 船舶在列名被保险人所拥有或租借的场所靠岸或上岸;
2. 非列名被保险人所有但符合下列条件的船舶:
  - (1) 长度小于26英尺;且
  - (2) 非以收费为目的从事客运或货运的船舶;
3. 停放于被保险人所有或租用场所的“车辆”(见定义二),但以该“车辆”并非被保险人所有、租用或借用为限;
4. 依与被保险人所有、保养或使用的航空器或船舶有关的任何“被保险合同”所承担的责任;或
5. 因下列情形造成的“人身损害”或“财产损失”:
  - (1) 操作附加于或作为陆上运输工具一部分的机械或设备,且此陆上运输工具符合“机动设备”(见定义十二)的定义,并且不需遵照其执照发放地或主要停放地所在的州(省)的强制性或财务责任法律或其它机动车辆保险法律购买机动车辆保险。
  - (2) 操作本保险合同“机动设备”定义中第6项第(2)、(3)条列明的任何机械或设备。

#### (八) 机动设备

因下列原因所导致的“人身损害”或“财产损失”:

1. 因任何列名被保险人所拥有、操作、租用或借用的“车辆”运送“机动设备”；或
2. 在进行、练习或准备任何预先安排的赛车活动、超速比赛、撞车比赛或特技活动表演时使用“机动设备”。

#### (九) 战争

因下列原因直接或间接引起的“人身损害”或“财产损失”：

1. 战争，包括未宣战的或内战；
2. 武装部队的类似战争行为，包括任何政府、主权国或其它权力机构使用军事人员或其它武装力量所从事的阻击或防御真实的或预想的攻击的行为；或
3. 起义、叛乱、革命、篡权、或政府权力机构对此的阻击或防卫行为。

#### (十) 对以下财产造成的损失：

1. 被保险人所有、租用或占用的财产，包括由于被保险人或其它个人、组织或实体对该财产进行修理、更换、加强、重建或保养而产生的任何成本和费用(包括为防止对他人造成伤害或他人财产造成损失而支付的成本和费用)；
2. 被保险人变卖、赠送、丢弃的不动产，且“财产损失”是由该不动产的任何一部分所造成的；
3. 被保险人借用的财产；
4. 被保险人照管、保管或控制下的他人财产；
5. 被保险人或任何直接或间接代表被保险人的承包商或分包商在不动产上从事工作造成对该部分不动产的“财产损失”；
6. 由于“被保险人的工作”对任何财产的特定部分错误操作而导致必须恢复、维修或更换该特定部分财产。

本除外事项的1、3、4项不适用租给被保险人的租期连续且少于或等于7天的场所及其场所内物品的“财产损失”(火灾损失除外)。第三部分-责任限额中对租给被保险人场所的损失有单独的限额。

本除外事项的2不适用于如该场所是“被保险人的工作”，并从未被被保险人占有、出租或作出租之用而被占据。

此除外条款的3、4、5和6不适用铁路附属设施协议项下所承担的责任。

此除外条款的6不适用于包含在“产品责任及完工操作风险”(见定义十六)中的“财产损失”。

#### (十一) 对“被保险人的产品”本身的损失

“被保险人的产品”本身或其任何部分所遭受的“财产损失”。

#### (十二) 对“被保险人的工作”的损失

因“被保险人的工作”或其任何部分所导致“被保险人的工作”的“财产损失”，且该损失包含在“产品责任及完工操作风险”定义内。

但此除外条款不适用于因代表被保险人的分包商执行工作而导致的相关损失。

#### (十三) 对于“受损财产”（见定义八）造成的损失以及对未遭受有形损害的财产造成的损失

因下列原因导致“受损财产”或未遭受有形损害财产的“财产损失”：

1. “被保险人的产品”或“被保险人的工作”本身的瑕疵、缺陷、不足或具有危险性；
2. 被保险人或代表被保险人行事的人迟延或未履行合同或协议的条款约定。

本除外条款不适用于如“被保险人的产品”或“被保险人的工作”用于预期用途后因受突发、意外的有形损害导致其它财产不能使用的损失。

#### (十四) 产品、工作或“受损财产”的召回

因“被保险人的产品”、“被保险人的工作”、或“受损财产”存在已知或可疑的瑕疵、缺陷、不足或危险状况，导致其从市场或任何使用者或组织撤回或召回，被保险人或其他人因不能使用、撤回、召回、检查、修理、重置、调整、移除或处理而产生任何损失、费用或开支而提出的损害赔偿。

#### (十五) 个人权利侵害及广告侵害

因“个人权利侵害及广告侵害”（见定义十四）引起的“人身损害”。

#### (十六) 电子数据

因电子数据丢失、不能使用、损坏、变异、不能访问以及不能操作所引起的损失。本责任免除条款下的电子数据是指由计算机软件（包括系统软件和应用软件）、硬盘或软盘、光盘驱动器、磁带、驱动器、存储单元、数据处理设备或其它任何具有电子控制设备的媒介所存储、制作、使用、传输的资料、信息或程序。

#### (十七) 航空器产品

以下被保险人的产品所导致的任何损失、请求、索赔或诉讼，本保险不负责赔偿：

1. 制造、设计或者用于任何航天器或航空器的被保险人的产品；
2. 监控或以任何方式影响航空器或航天器的飞行性能的被保险人的产品。

#### (十八) 石棉

任何直接或间接由于制造、加工、移除、运输、分发及/或贮存石棉、石棉制品或使用任何含有石棉的产品所引起的疾病造成的损失、要求、索赔或诉讼。

对任何关于此类损失、要求、索赔或诉讼，本公司无任何形式的赔偿义务。

## (十九) 核能源

由下列原因引起的任何损失、要求、索赔或诉讼：

1. 核反应和/或核电站或核电厂；
2. 无论下列何种原因导致的处所或设备的损失：
  - (1) 核能的生产；或
  - (2) 核燃料或核废料的生产或储存或处理。

除外责任(三)至(十四)不适用于因火灾对出租给被保险人或经所有人同意由被保险人临时占用的处所造成的损失。第三部分中将就此设定单独的保险赔偿限额。

## 第二条—“个人权利侵害及广告侵害”责任

### 一、保险责任

(一) 列名被保险人依法对因其业务引起第三人的“个人权利侵害及广告侵害”应承担的损害赔偿赔偿责任，由本公司依本保险单的规定负责赔偿。本公司有权利及义务就该请求损害赔偿的“诉讼”进行抗辩。但是，本公司对不属于本保险单承保范围内的“个人权利侵害及广告侵害”所提出的“诉讼”无抗辩义务。同时本公司有权自行对任何侵害事件进行调查并对其产生的索赔或“诉讼”进行处理。但：

1. 本公司将依本保险单第三部分-责任限额的规定支付赔偿金额；且
2. 当本公司所支付的赔偿金额或和解金额已达到本保险合同第一部分—承保范围第一条、第二条或第三条条款下所列明的相应规定适用的相应赔偿限额时，本公司进行辩护的权利及义务终止。

除上述规定外，本公司无责任或义务支付其它任何金额、费用或提供其它服务。但本保险单第四条-附加赔付中另有约定的不在此限。

(二) 引发上述第(一)项所列“个人权利侵害及广告侵害”的被保险人的侵害行为必须在保险期间内及在承保区域内发生。

### 二、除外责任

本保险对下列各项不承担赔偿责任：

#### (一) 故意侵犯他人权益

被保险人明知其行为将会侵犯他人权益而仍作出或指使他人作出的行为而导致的“个人权利侵害及广告侵害”。

#### (二) 故意散布虚假资料

明知资料不实，被保险人自行或指使他人口头或书面形式进行散布该虚假资料而造成对第三人的“个人权利侵害及广告侵害”。



(三) 发生在保险期限开始前发布的资料

被保险人在保险期限开始前，首次以口头或者书面方式发布的资料所导致的“个人权利侵害或广告侵害”。

(四) 犯罪行为

被保险人实施或者指使他人实施的犯罪行为所导致的“个人权利侵害及广告侵害”。

(五) 契约责任

被保险人依据合同约定所承担的“个人权利侵害及广告侵害”责任。但是当该合同或协议不存在时，被保险人仍应承担的责任不在此限。

(六) 违反合同

被保险人因违反合同所致的“个人权利侵害及广告侵害”。但在默示合同中同意被保险人在“广告”（见定义一）中使用他人广告创意的不在此限。

(七) 商品的质量或性能与广告宣传不符

因被保险人的商品、产品或服务没有达到其“广告”中所描述的质量水平或性能所导致的“个人权利侵害及广告侵害”。

(八) 价格标示说明错误

因被保险人在“广告”中对商品、产品或服务的价格进行错误描述所导致的“个人权利侵害及广告侵害”。

(九) 侵犯他人的著作权、专利权、商标权或商业机密

因被保险人侵犯他人的著作权、专利权、商标权、商业机密或其他知识产权所导致的“个人权利侵害及广告侵害”。

但该除外条款并不适用于在被保险人的“广告”中对著作权、商标标识及广告用语的侵权行为。

(十) 被保险人从事传媒及互联网业务

从事下列行业的被保险人所造成的“个人权利侵害及广告侵害”：

1. 广告、广播、出版或电视广播；
2. 为他人设计或设定互联网网站内容； 或
3. 互联网搜索、互联网访问、互联网内容或者网络网服务的供应商。

但该除外条款并不适用第六部分-定义项下第十四条“个人权利侵害及广告侵害”中第1、2、3所规定的侵害事件。

非从事上述行业的被保险人为自己或他人在互联网上设置网页框架、边框或链

接，或放置广告的行为均不被视为从事商业广告、广播、出版和电视广播行业。

**(十一) 电子聊天室或电子布告栏板**

因被保险人主持、所有或者实际控制的电子聊天室或者电子布告板所导致的“个人权利侵害及广告侵害”。

**(十二) 未经授权擅自使用他人名称或产品**

被保险人未经授权在自己的电子邮件地址、域名或其他任何类似手段中使用他人的名称或产品所造成的“个人权利侵害及广告侵害”。

**(十三) 污染**

在任何时候，由于实际发生、认定或者具有威胁的排放、散布、渗漏、移出、释放或者溢出“污染物”所导致的“个人权利侵害及广告侵害”。

**(十四) 与污染有关的事项**

由于下列事项所导致的任何损失、支出和费用：

1. 任何请求、要求、命令或者法律规定被保险人或其他人对“污染物”进行测试、监控、清除、移除、封锁、处理、去毒、中和或任何评估“污染物”影响的活动；或
2. 因对“污染物”进行测试、监控、清除、移除、封锁、处理、去毒、中和或任何评估“污染物”影响的活动而遭受政府或其代表机构提出索赔或“诉讼”。

**(十五) 战争**

因下列原因直接或间接引起的“个人权利及广告侵害”：

1. 战争，包括未宣战的或内战；
2. 武装部队的类似战争行为，包括任何政府、主权国或其它权力机构使用军事人员或其它武装力量所从事的阻击或防御真实的或预想的攻击的行为；或
3. 起义、叛乱、革命、篡权、或政府权力机构对此的阻击或防卫行为。

**第三条—医疗费用**

**一、保险责任**

(一) 本公司负责赔偿符合以下所述条件之事故造成的“人身损害”而产生的医疗费用：

1. 发生在被保险人所有或租用的工作处所；
2. 发生在被保险人所有或租用的工作处所相邻的道路上；或
3. 因被保险人的经营活动所引起的。

但本条款以下列各项条件为限：

1. 该事故必须是在保险期限内及“承保区域”内发生；

2. 医疗费用仅限于应自事故发生当日起一年内支出并向本公司报告的部分；且
3. 受害人必须在本公司要求时到本公司指定的医生处进行检查，检查费用由本公司负担。

(二) 无论被保险人对意外事故的发生是否存在过错，本公司将负责支付上述医疗费用。但是该费用不得超过本保险单下所适用的保险赔偿限额，并且仅限于以下各项：

1. 意外事故发生时支出的急救费用；
2. 必须的医疗、手术、X光和牙科服务（包括补牙手术）费用；及
3. 必须的救护车、住院、专业护理和丧葬费用。

## 二、除外责任

本公司对下列各方或各项“人身损害”所导致的费用，不负赔偿责任：

(一) 任何被保险人

除“义工”（见定义二十）外的任何被保险人。

(二) 雇员及承租人

任何被保险人的雇员或任何被保险人的承租人。

(三) 在正常占用场所受伤害

正常占用被保险人所拥有或租用的某一场所，并在该场所遭受伤害的人。

(四) 劳工相关法律法规

无论是否为被保险人的“雇员”，只要发生“人身损害”后依据劳动法或者类似法律能够得到赔偿的人。

(五) 体育活动

在练习、指导或参与进行任何体育锻炼或比赛，运动，或体育竞赛时受伤的人。

(六) “产品责任及完工操作风险”

任何“产品责任及完工操作风险”定义所包含的“人身损害”。

(七) 承保范围第一条规定下的除外责任

所有在承保范围第一条规定下的除外责任。

## 第四条—附加赔付 — 针对承保范围第一条和第二条

一、对于本公司调查、和解的针对被保险人的索赔，或本公司进行抗辩的针对被保险人的“诉讼”，本公司将支付以下费用：

- (一) 本公司发生的全部费用。

- (二) 对于“人身损害”责任保障所承保的车辆因发生交通事故或违反交通法规而支付的**的保证金，最高以 250 美元为限，但本公司并无义务提供此保证金。**
- (三) 释放被扣押财产的保证金，**但仅以保险单列明的保险赔偿限额为限，但本公司并无义务提供此保证金。**
- (四) 被保险人应本公司要求协助索赔或“诉讼”的调查或抗辩所产生的全部合理费用，包括因此导致的实际误工损失，**但最高以每日 100 美元为限。**
- (五) “诉讼”中被保险人依法应付的诉讼费和律师费用。
- (六) 被保险人根据判决应支付的从赔偿请求发生到判决生效前的利息，但以本公司所支付的那部分损害赔偿金的利息为限。**如果本公司曾提议按本保险单使用的赔偿限额支付赔偿损害金，则本公司不再支付任何在提出上述提议后所产生的判决前利息。**
- (七) 在判决生效以后，且在本公司就适用的保险赔偿限额以内的判决赔偿金进行支付、提议支付或向法庭缴纳保证金前，判决赔偿总金额所产生的所有利息。

上述赔偿支出并不减少保险单所列明的保险赔偿限额。

二、当本公司为针对被保险人的“诉讼”进行抗辩，同时被保险人的索赔请求人也是该“诉讼”的一方当事人时，则当下列所有条件全部满足时，本公司会为该索赔请求人进行抗辩：

- (一) 对索赔请求人的“诉讼”是由于“**被保险合同**”（见定义九）中，被保险人根据合同或协议所承担的索赔请求人对损失应负的责任；
- (二) 被保险人所承担的责任在本保险合同承保责任范围之内；
- (三) 在同一“被保险合同”下，被保险人承担了对索赔请求人的抗辩义务或抗辩费用；
- (四) 本公司确认在“诉讼”请求和“意外事故”中被保险人和索赔请求人没有利益冲突；
- (五) 索赔请求人和被保险人要求本公司对“诉讼”进行抗辩，并同意本公司指派同一律师为二者进行抗辩；且
- (六) 索赔请求人应当：
  - 1. 书面同意：
    - (1) 配合本公司对“诉讼”进行调查、和解或抗辩；
    - (2) 立即将收到与“诉讼”相关的索赔请求书、法院通知、传票或法律文书的复印件送交本公司；
    - (3) 通知其他承保了相同责任的保险公司；且
    - (4) 配合本公司与其他承保相同责任的保险的协调；且
  - 2. 提供本公司下列书面授权：

(1) 取得与“诉讼”有关的记录和其他相关资料；

(2) 为索赔请求人对该“诉讼”进行抗辩。

只要符合上述条件，本公司为索赔请求人进行抗辩所支出的律师费、必要的诉讼费用以及索赔请求人应本公司要求所支出的必要诉讼费用，本公司将在附加赔付项下负责赔偿。

尽管在本保单第一部分，承保范围第一条“人身损害”和“财产损失”责任范围项下除外责任第(二)2.款另有规定，以上支付并不属于“人身损害”和“财产损失”而且也不减少保险赔偿限额。

在附加赔付项下，本公司为索赔请求人进行抗辩和负担律师费、必要的诉讼费用的义务在以下条件下终止：

(一) 本公司因支付赔偿金额或和解金额已用完保单列明的相应保险赔偿限额；或

(二) 不再符合上述第四条第二款第 6 项规定的条件。

## 第二部分 谁是被保险人

第一条、本保险单的列名被保险人依下列情形确定：

- 一、如果列名被保险人是个人，则该列名被保险人及其配偶均可以作为本保险单的被保险人，**但本保险单项下的赔偿义务仅限于列名被保险人个人单独所从事经营有关的活动时。**
- 二、如果列名被保险人是合伙单位，则该列名被保险人、合伙人及其配偶均可作为本保险单的被保险人，**但其被保险人的身份仅限于其从事与列名被保险人业务有关的活动时。**
- 三、如果列名被保险人是公司，则该列名被保险人为本保险单的被保险人。该列名被保险人的公司法定代表人、董事及“高级管理人员”（见定义六）也可作为被保险人，**但其被保险人身份仅限于其履行职务的行为。股东也可作为被保险人，但仅限于其履行股东责任时。**
- 四、如果列名被保险人是合伙或公司以外的组织，该列名被保险人及其法定代表人、“高级管理人员”和董事均可作为本保险单的被保险人，**但法定代表人、“高级管理人员”、董事的被保险人身份仅限于其履行职务的行为。股东、联营方、合作方或出资人也可作为被保险人，但仅限于其履行股东、联营方、合作方或出资人的责任时。**
- 五、如果列名被保险人为信托公司时，该列名被保险人及其受托人均可作为本保险单的被保险人，**但其被保险人的身份仅限于作为受托人履行职责的行为时。**

第二条、凡符合下列各项条件的也可作为本保险单的被保险人：

- 一、上述列名被保险人“义工”，**但他们的被保险人的身份仅限于其履行与列名被保险人业务有关的职责，或上述列名被保险人的“雇员”，但不包括列名被保险人的“高级管理人员”（如果列名被保险人不是合伙企业、合营企业或有限责任公司）和管理人员（如果列名被保险**

人是有限责任公司),但是他们的被保险人的身份仅限于在列名被保险人的雇佣范围内的行为或其履行与列名被保险人业务有关的职责。但是,当发生以下责任时被保险人的“义工”或“雇员”不视为本保险单的被保险人:

(一) 以下“人身损害”或“个人权利侵害及广告侵害”:

1. 该“义工”或“雇员”在受雇期间或履行与列名被保险人经营业务有关的职务时对下述人员造成的“人身损害”或“个人权利侵害及广告侵害”:**(a)**列名被保险人;**(b)**列名被保险人的合伙人或投资人(如果列名被保险人是合伙企业或合营企业);**(c)**列名被保险人的股东投资人(如果列名被保险人是有限责任公司);**(d)**在受雇期间或履行与列名被保险人的经营有关的职责时的其他“雇员”;**(e)**在履行与列名被保险人的经营有关的职责时的其他“义工”;
2. 该“义工”或“雇员”由于上述本项(一)1.原因对其配偶、子女、父母、或兄弟姐妹的“人身损害”或“个人权利侵害及广告侵害”;
3. 该“义工”或“雇员”有义务分担他人或偿还他人由于上述(一)1.或2.描述的“人身损害”或“个人权利侵害及广告侵害”而必须支付的损害赔偿金;或
4. 该“义工”或“雇员”因提供或无法提供专业健康护理服务而导致的“人身损害”或“个人权利侵害及广告侵害”。

(二) 对以下财产造成的“财产损失”:

1. 列名被保险人的“义工”或“雇员”所有、占用或使用的财产;
2. 对列名被保险人、其任何“雇员”、“义工”、任何合伙人或合资人(如为合伙企业或合营企业时)、或任何股东(如果被保险人是有限责任公司)所租用、照管、保管、或控制、或无论何种目的而进行支配的财产。

二、为列名被保险人担任不动产管理人的个人或团体(列名被保险人的“雇员”或“义工”除外)。

三、列名被保险人死亡时的临时财产保管人,但仅限于以下情形:

(一) 以其维护或使用该财产所导致的责任为限;且

(二) 以指定法定代表产生之前的责任为限。

四、列名被保险人死亡后的法定代表,但仅限于管理遗产产生的责任。法定代表享有列名被保险人在本保险单项下所有的权利和义务。

第三条、除合伙、合营企业或有限责任公司以外的任何列名被保险人新收购或设立的机构均视为列名被保险人,但仅限于列名被保险人对该机构拥有所有权或持有多数股权,且该机构并无类似的保险存在。但是:

一、本条款所提供的保障有效期限截止于被保险人收购或成立该机构之日起九十天或本保险

单保险期限届满之日，以两者最先发生者为准；

二、承保范围第一条不适用于任何发生于列名被保险人收购或成立该机构前的“人身损害”或“财产损失”；且

三、承保范围第二条不适用于任何发生于列名被保险人收购或成立该机构前由于侵权引起的“个人权利侵害及广告侵害”。

任何与现在或过去的合伙、合资企业或有限责任公司的经营有关的个人或机构均不能视为被保险人，除非该合伙、合资企业或有限责任公司在本保险单中为列名被保险人。

### 第三部分 责任限额

一、在保险单保险明细表中所列的责任限额及本部分各项规定为本公司最高赔偿限额，而不论下列各项的数目多少：

- (一) 被保险人；
- (二) 赔偿请求或“诉讼”；或
- (三) 提出赔偿请求或“诉讼”的个人或组织。

二、本保险单的一般累计赔偿限额是本公司对以下项目的累计最高赔偿总额：

- (一) 承保范围第三条规定的医疗费用；
- (二) 承保范围第一条规定的损失，但不包括由“产品责任及完工操作风险”定义中包含的“人身损害”或“财产损失”所导致的损害赔偿金额；及
- (三) 承保范围第二条规定的损失。

三、产品及完工操作累计赔偿限额是指承保范围第一条规定下对“产品责任及完工操作风险”定义中包含的“人身损害”或“财产损失”所导致的损害赔偿而累计支付的最高赔偿限额；

四、在本部分上述第二条规定下，个人权利侵害及广告侵害累计赔偿限额为本公司根据承保范围第二条，对于任何个人或组织遭受的所有“个人权利侵害及广告侵害”损害赔偿而累计支付的最高赔偿限额。

五、在本部分上述第二条或第三条规定下，每次事故赔偿限额是指以下各项一次事故的最高赔偿金额：

- (一) 承保范围第一条规定的损害赔偿金额；及
- (二) 承保范围第三条规定下因任一“意外事故”导致的所有“人身损害”和“财产损失”所造成的医疗费用。

六、在本部分上述第五条规定下，列名被保险人租用场所损害赔偿限额是指承保范围第一条规定下，对列名被保险人租用的场所所造成的“财产损失”，或因火灾对列名被保险人租

用的或经业主许可临时占用的处所造成的“财产损失”而支付的最高赔偿金额。

七、在本部分第五条规定下，**医疗费用赔偿限额**是指在承保范围第三条的规定下任何个人遭受“人身损害”所导致的医疗费用而支付的最高赔偿金额。

本保险单的赔偿限额分别适用于每个连续年度及任何不足于**12**个月的剩余期限(自保险单保险明细表中所列之保险期限开始之日起)。但对于在本保险单生效后，保险期限延长了**12**个月以内的附加保险期限的情况，为了确定保险赔偿限额，**该附加保险期限将被视为前一个保险期限的一部分，不因延长该附加保险期限而增加本保险单的赔偿限额。**

#### **第四部分 商业综合责任险基本条款**

##### **第一条、破产**

被保险人破产或失去偿付能力时，并不解除本公司就本保险单所应负的责任与义务。

##### **第二条、被保险人在发生“意外事故”、侵害、索赔或“诉讼”时的义务**

一、列名被保险人对可能发生索赔的“意外事故”或侵害，应尽快通知本公司且确认本公司已收到通知。通知的内容应包括以下事项：

- (一) “意外事故”或侵害发生的原因、时间及地点；
- (二) 受害人及目击证人的姓名、住址；及
- (三) “意外事故”或侵害所致伤害或损害的性质及位置。

二、如果任何被保险人收到索赔或“诉讼”，列名被保险人必须：

- (一) 立即详实记录索赔或“诉讼”内容及收到的日期；并
- (二) 尽快通知本公司。

同时列名被保险人应当尽快确认本公司已收到以上书面索赔或“诉讼”的通知。

三、列名被保险人及其它相关被保险人必须：

- (一) 立即将所收到任何有关索赔或“诉讼”的请求、通知、传票或法律文件的复印件送交本公司；
- (二) 授权本公司取得各项记录及其他信息；
- (三) 配合本公司就该索赔或“诉讼”进行调查、和解或抗辩；及
- (四) 在其他个人或组织因适用于本保险的“人身损害”或“财产损失”而须对被保险人承担责任的情况下，被保险人应本公司要求，协助本公司对该个人或组织行使权利。

四、除必要的急救费用外，非经本公司同意，被保险人不得擅自自行赔款、承担任何责任或产生任何费用，但被保险人自己支出费用或自愿负担赔款的除外。

五、被保险人未遵守上述相关义务，导致保险事故损失扩大或导致保险事故的性质、原因、



损失程度等难以确定的，本公司对无法确定部分不承担赔偿责任，但本公司通过其他途径已经及时知道或者应当及时知道保险事故发生的除外。

### 第三条、对本公司的法律诉讼

在本保险单承保范围下，任何个人或组织均无权：

- 一、将本公司列为向被保险人提出索赔要求的“诉讼”的共同被告，或以其他方式使本公司参与该“诉讼”； 或
- 二、根据本保险单的承保范围对本公司起诉，除非上述的个人或组织完全履行本保险单的所有规定。

某一个人或组织可以依据经同意的和解协议或终审判决起诉本公司要求给付赔偿金，但本公司对于不属于赔偿范围或超过保单保险赔偿限额的赔偿金仍不负赔偿责任。本保险单所称经同意的和解协议，是指经本公司、被保险人及索赔人或其法定代表共同签署同意和解及解除责任协议。

### 第四条、其他保险

本保险单承保范围第一条或第二条规定的应付的赔偿，如果被保险人拥有其它有效并可取得赔偿的保险单存在时，本公司责任范围将受到下列限制：

#### 一、基层保险

除下列2款的情况外，本保险单均为基层保险。如果本保险为基层保险，本公司的责任范围不受影响，除非其他保险亦为基层保险。此时，本公司将与所有其他基层保险按照本条第3款规定的方法分摊赔偿金额。

#### 二、超额保险

有下列情形时，本保险单为以下保险的超额保险：

**(一) 符合下列条件的其它有效保险，不论该保险为基层保险、超额保险还是其它形式保险：**

- (a) 该等有效保险对“列名被保险人的工作”（见定义二十二）提供企业财产保险、扩展责任保障、建筑商风险、安装险或其他类似保险；
- (b) 该等有效保险对列名被保险人租借的或经业主许可临时占用的场所提供企业财产保险；
- (c) 该等有效保险为列名被保险人购买并用以保障其作为承租人对所租借的或经业主许可临时占用的场所造成“财产损失”时应负的责任；或
- (d) 因保养或使用航空器、车辆或船舶所造成的损失，但该损失不在本保险单第一部分第一条“人身损害”及“财产损失”的责任第二款责任免除条款第七条航空器、车辆或船舶的限制范围内。

(二) 任何其他对列名被保险人有效的**基本保险**，它以批单把列名被保险人列为附加被保险人，因而对列名被保险人因其经营场所或经营业务，或其产品及完工操作引起损害时所应负的责任提供保障。

当本保险为超额保险时，若其他保险人有责任为被保险人就任何“诉讼”提供辩护，则在本保险单第一部分承保范围，第一条“人身损害”及“财产损失”的责任及第二条“个人权利及广告侵害的责任”项下，本公司无义务对该“诉讼”进行辩护；若无其他保险人提供辩护，则本公司承担该辩护责任，但是本公司应被赋予被保险人对其他保险人的权利。

当本保险作为其他保险的超额保险时，本公司仅对超过以下各项金额之和的损失承担本公司应分担的赔偿责任：

1. 在无本保险的情况下，所有其他保险应偿付的损失总额；以及
2. 所有该等其他保险的免赔额和自负额总额。

本公司将与本超额保险条款以上各段未提及的、被保险人并非专门为赔偿超过本合同保险明细表所列赔偿限额而购买的其他保险，共同赔偿所有剩余损失。

### 三、赔偿责任分担方式

如所有其它有效保险允许等额分摊时，本公司也当依此方式办理。在此方式下，每一保险人等额分担赔偿直至该保险人的保险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。

若任何其它保险不允许等额分摊基础，本公司将根据保险赔偿限额分摊。在此方式下，每一保险人应负的赔偿金额以该保险人的保险赔偿限额在所有保险赔偿限额之和中所占比例进行分摊。

### 第五条、保险费的调整和结算

一、本公司应当按照本保险单的规定及费率计算保险费。

二、本保险单上所列的保险费仅为预付保险费。在每一结算期满时，本公司将计算该期实际应付保险费，并通知投保人缴付结算保险费。保费调整和结算的时间为账单上列明的时间。若在本保险单保险期限内，投保人已支付的预付保险费和结算保险费之和大于其实际应付保险费时，本公司应将保险费超收部分退还投保人。

三、投保人必须保存本公司结算保险费所需的相关资料、记录，并根据本公司要求，随时提供复印件。

### 第六条、陈述

投保人接受本保险单时，即表示同意以下事项：

- 一、保险明细表中的叙述是准确的及完整的；
- 二、该叙述是根据投保人对本公司所作的陈述；且

三、本公司根据投保人的陈述签发本保险单。

如果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，则本公司可解除本保险单。

### **第七条、被保险人的独立性**

除了在本保险单项下对保险赔偿限额以及明确对第一列名被保险人约定的权利或义务外，本保险单提供的保险：

- 一、视每一列名被保险人为本保险单的唯一被保险人；且
- 二、分别独立适用于每一被索赔或“诉讼”的被保险人。

### **第八条、代位求偿权**

如果被保险人有权就本公司根据此保险单已赔付的全部或部分金额进行追偿，则本公司有权代被保险人进行追偿。被保险人不得在损失发生后做出任何有损该追偿权的行为。应本公司要求，被保险人需提出“诉讼”或向本公司转移此权利并协助本公司行使该权利。

### **第九条、本公司决定不予续保时的义务**

若本公司决定对本保险单不予续保，将不迟于到期日30日前以书面形式通知本保险单保险明细表上的第一列名被保险人。

若不予续保的书面通知以邮寄方式，则邮寄凭证足以作为已通知的证明。

## **第五部分 定义**

一、“广告”是指被保险人以吸引客户和支持者为目的，而向社会公众或某一特定市场提供关于被保险人的商品、产品或服务的广播宣传和宣传资料。包括：

- (一) 宣传资料包括在网络或其他类似电子传播媒介上提供的信息；且
- (二) 就网站而言，“广告”仅指被保险人以吸引客户或者支持者为目的，而对被保险产品、产品或服务进行宣传的部分。

二、“车辆”是指

- (一) 用于在公共道路上行驶的陆上机动运输工具、拖车或半拖车，包括任何附属的装置或设备；或
- (二) 需遵照其执照发放地或主要停放地所在的州（省）的强制性或财务责任的法律或其它机动车辆保险法律需要购买机动车辆保险的任何其他陆上运输工具。

但“车辆”不包括“机动设备”。

三、“人身损害”是指任何人遭受的身体伤害、疾病，包括在任何时候由其中任一原因引起的死亡。

四、“承保区域”是指：

- (一) 中华人民共和国(不包括台湾，澳门特别行政区和香港特别行政区)；
- (二) 国际水域或领空。但仅限于发生在上述(一)所指国家和地区之间进行旅行或运输途中的“人身损害”和“财产损失”；或
- (三) 在下列情形下扩展到世界范围：
  1. 引起伤害或损害的商品或产品是在上述第1段规定的国家或地区内由列名被保险人制造或销售；
  2. 在上述第(一)段规定的国家或地区的居住人员因列名被保险人的业务短期离开该国家或地区时所进行的活动造成伤害或损害；
  3. 通过互联网或类似电子通讯载体发生的“个人权利侵害及广告侵害”。但被保险人支付损害赔偿金的责任必须由发生在上述第(一)段规定的区域内的“诉讼”中关于赔偿责任的判决确定，或经本公司同意的和解协议确定。

五、“雇员”包括与被保险人建立劳动关系的劳动者及“**被派遣劳动者**”（见定义十），而不包括“**临时工**”（见定义十九）。

六、“高级管理人员”是指根据任何法律规定或依据被保险人的公司章程规定所担任被保险人的高级管理职位的人员。

七、“恶意之火”是指火势变得无法控制或突然超出预定范围的火。

八、“受损财产”是指除“**列名被保险人的产品**”（见定义二十一）或列名被保险人的工作”之外的有形财产，由于下列原因不能使用或者不能充分使用：

- (一) 明知存在瑕疵、缺陷、不足或者危险隐患的“列名被保险人的产品”或“列名被保险人的工作”是该财产的一部分；或者
  - (二) 被保险人未能履行合同或协议的条款；
- 而上述有形财产可以通过下列方式恢复使用功能：
1. 修理、重置、调整或者移除“列名被保险人的产品”或“列名被保险人的工作”；或者
  2. 被保险人履行合同或协议的条款。

九、“被保险合同”是指

- (一) 场所租约。但因列名被保险人租用的或经业主同意暂时被临时占用的场所被火灾损坏而对任何个人或组织进行赔偿的那部分合同除外；
- (二) 铁路测线协议；
- (三) 任何车辆或铁路通道的通行或者特许协议，但与在距铁路50英尺或50英尺以内进

行建设或拆除作业相关的除外；

(四) 根据法令规定对市政当局的赔偿责任，但与应市政当局要求施工相关的除外；

(五) 电梯维护协议；

(六) 与被保险人经营业务有关的任何其他合同或协议的那一部分(包括因执行市政工程所产生的赔偿责任)。根据该合同或协议被保险人承担另一方对第三方的个人和组织的“人身损害”或“财产损失”的民事侵权责任。民事侵权责任是指在不存在任何合同或协议情况下，依照法律规定所要承担的责任。

上述(六)中不包含下列合同或协议：

1. 因建设或拆除施工所造成“人身损害”和“财产损失”而对铁路的赔偿。该施工距离铁路财产50英尺以内且影响任何铁路架桥或者高架桥、轨道、路基、隧道、地下通道或者十字路口；

2. 因下列原因建筑师、工程师或者查勘师造成“人身损害”和“财产损失”的赔偿：

(1) 筹备、同意、或未能筹备或同意地图、商店制图、意见、报告、勘查、命令、顺序改动、制图与制定规格；或

(2) 指示、命令或未能指示、命令，且该行为为伤害或损失的近因；或者

3. 如被保险人为建筑师、工程师或查勘师时，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、建筑或工程活动)，造成伤害或损失，被保险人根据该合约或协议而承担责任。

十、“被派遣劳动者”是指被保险人与劳务派遣单位签订劳务派遣协议，从该劳务派遣单位接受派遣劳动者，由其执行与被保险人业务经营相关的员工。“被派遣劳动者”不包括“临时工”。

十一、“装卸”是指采用下列情形下搬运财物：

(一) 将财物从验收之地被搬运上飞机、船舶或“车辆”；

(二) 对财物在飞机、轮船或“车辆”内搬运；或者

(三) 将财物从飞机、轮船或“车辆”搬离至最终目的地。

但“装卸”不包括使用任何非附属于飞机、船舶或“车辆”上的机械设备所作的搬运，但手推车不在此限。

十二、“机动设备”是指下列陆地运输工具，包括任何附属机械或设备：

(一) 推土机、农业机械、叉车和其他设计主要用于非公共道路运输工具；

(二) 仅在列名被保险人拥有或租用的场所及附近使用的运输工具；

(三) 履带式运输工具；

(四) 主要为以下各项固定安置提供移动功能的运输工具,无论该运输工具否自行驱动:

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、铲土机或压路机;

(五) 未列入以上(一), (二), (三), (四)项内的非自行驱动运输工具, 并且是主要为以下各项固定附属设备提供移动功能的运输工具:

1. 空气压缩机、泵和发电机, 包括喷淋、焊接、建筑清洁、地质勘探、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;

(六) 不属于上述(一), (二), (三), (四)所列明的, 且非以人员运输或者货物运输为主要目的的运输工具。但是下列能够自行驱动且带有下列固定附属设备的运输工具应归属于“车辆”, 而非“机动设备”:

1. 主要为以下目的而设计的设备:
  - (1) 清除积雪;
  - (2) 道路保养, 但不用于建造或铺设道路;或
  - (3) 道路清扫;
2. 安置于汽车或卡车底盘, 并用于升降工人的车载升降台和类似设备;
3. 空气压缩机、泵和发电机, 包括喷淋、焊接、建筑清洁、地质勘探、照明和井下设备。

但是, “机动设备”不包括须遵照其执照发放地或主要停放地所在的州(省)的强制性或财务责任法律或其它机动车辆保险法律需要购买机动车辆保险的陆上运输工具。该运输工具应视为“车辆”。

十三、“意外事故”是指一个意外偶然事故, 包括在连续或重复处于实质上相同的损害情形下。

十四、“个人权利侵害及广告侵害”是指因为下列一个或者多个侵权行为所造成的伤害, 包括由此导致的“人身损害”:

- (一) 非法逮捕、拘留或监禁;
- (二) 恶意控告;
- (三) 所有人、房东或出租人或其代表非法进入他人所占有的房间、住所或处所, 或将他人驱逐出其所占有的房间、住宅或处所;
- (四) 以任何口头或书面散播资料的形式诽谤或诋毁个人或组织, 或其商品、产品或服务;
- (五) 以任何口头或书面散播资料的形式侵犯他人的隐私权;

(六) 在被保险人的“广告”中剽窃他人的广告创意；或者

(七) 在被保险人的“广告”中侵犯他人的版权、商标或标语；

十五、“污染物”是指任何固体的、液体的、气态的、或热态的刺激物或污染物，包括烟尘、蒸汽、烟灰、雾、酸、碱、化学物质和废弃物。其中废弃物包括可再回收、再恢复和可再生物质。

十六、“产品责任及完工操作风险”是指：

(一) 包括所有发生在被保险人所拥有或租借的场所以外，由“列名被保险人的产品”或“列名被保险人的工作”所引起的“人身损害”或“财产损失”。但不包括以下情况：

1. 产品仍由被保险人实际占有；或
2. 尚未完成或已放弃的工作，但是“列名被保险人的工作”是否已经完成，以下列时间中最早发生者为准：
  - (1) 当列名被保险人合同规定的所有工作均完成时；
  - (2) 如果被保险人合同规定需在多个工作地点进行工作，则当涉案工作地点的所有工作均完成时；
  - (3) 当某工作场所上的那部分工作已为任何个人或组织(不包括从事同一项目施工的其他承包商或分包商)投入其预定使用时。

其它方面已完成但仍需保养、维修、修改、修理或替换的工作应视为已完工。

(二) “产品责任及完工操作风险”不包括因下列原因导致的“人身损害”或“财产损失”：

1. 财物运输，除非伤害或损失是由于被保险人在向运输工具装卸时在该运输工具内引起的，而该运输工具非为列名被保险人所有或使用的；
2. 由于工具、未安装设备或废弃的或未使用的材料引起的；
3. 由于产品或操作引起的，且该风险受“产品责任及完工操作风险”以外的其他保单列明风险类别保障并受一般累计赔偿限额限制。

十七、“财产损失”是指：

(一) 对有形财产的物质损害，包括由此导致该财产不能使用的损失。所有不能使用的损失应视为在物质损害发生时已发生；或

(二) 有形财产虽未遭受物质损害但不能使用的损失，但本损失仅限于由本财产以外的其他有形财产遭受以上(一)所述的损害所致的本财产的损失。所有损失应视为发生于引起该财产不能使用的“意外事故”发生的当时。

就本保险而言，电子数据不属于有形财产。

电子数据是指通过电脑软件(包括系统和应用软件)、硬盘、软盘、光盘驱动器、磁带、

驱动、存储单元、数据处理器或其他使用电子控制设备的媒介所储存、创建、使用或传输的信息、事实或程序。

十八、“诉讼”指对本保险单所适用的“人身损害”、“财产损失”、“个人权利侵害及广告侵害”引起损害赔偿提起请求而进行的民事诉讼程序。“诉讼”包括：

- (一) 必须由被保险人提出或在本公司同意情况下提出的针对上述损失赔偿提起的仲裁程序；或
- (二) 被保险人在本公司同意的情况下提出的针对上述损失赔偿请求的任何其他争议处理程序。

十九、“临时工”是指列名被保险人为替补休假的长期“雇员”，或应季节性、短时间工作量需求所雇佣的人员。

二十、“义工”是指非列名被保险人的“雇员”，而依据列名被保险人确定的职责范围内根据列名被保险人的指示进行工作和行动，并且无需列名被保险人或其他人就其工作支付费用、工资或其他报酬的人员。

二十一、“列名被保险人的产品”指：

- (一) “列名被保险人的产品”是指：
  - 1. 列名被保险人的产品除不动产外，由下列人员制造、销售、处理、分销或者处置的任何商品或产品：
    - (1) 列名被保险人；
    - (2) 其他以列名被保险人的名义进行交易的人；或
    - (3) 列名被保险人已收购其业务或资产的个人或组织；及
  - 2. 与该商品或产品有关的容器(运输工具除外)、材料、部件或设备。
- (二) “列名被保险人的产品”包括：
  - 1. 在任何时间对“被保险人的产品”的适用性、质量、耐久性、性能或用途所作的担保或陈述；及
  - 2. 提供或未能提供警告或说明。
- (三) “列名被保险人的产品”不包括自动售货机，或其他出租或者提供他人使用但未出售的财物。

二十二、“列名被保险人的工作”：

- (一) 是指：
  - 1. 列名被保险人或其代表所从事的工作或经营活动；以及
  - 2. 与该工作或经营活动有关材料、部件或设备。



(二) 包括:

1. 在任何时间对“被保险人的产品”的适用性、质量、耐久性、性能或用途所作的担保或陈述; 及
2. 提供或未能提供警告或说明。

## 第六部分 保险单一般事项

本保险单的全部承保事项均受以下条件限制:

### 一、解除

(一) 保险单保险明细表上列名的投保人可以提前将书面解除通知邮寄或送交给本公司, 以解除本保险单。

(二) 本公司可以将书面解除通知邮寄或送交给投保人, 以解除本保险单, 但需满足以下条件:

1. 若因投保人不缴纳保险费而解除保单, 本公司必须在解除生效日前至少10天发出解除通知;
2. 若因其他原因解除保单, 本公司必须在解除生效日前至少30天发出解除通知。

(三) 本公司应将书面解除通知邮寄或送交给保单投保人书面通知的最新通讯地址。

(四) 书面解除通知应当列名保单解除生效日。本保险单将自该解除生效日终止。

(五) 保险责任开始前, 投保人要求解除保险单的, 本公司扣除10%手续费后退还剩余保险费; 本公司要求解除保险单的, 不得向投保人收取手续费并应退还已收取的保险费。

保险责任开始后, 如本保险单被解除, 除合同另有约定外, 本公司将按日比例退还未到期保费给投保人, 但最高不超过年保费的90%。

若在保险期限发生保险事故、被保险人获取保险赔偿后, 本保险单解除的, 本公司按以下公式计算应退保险费:

应退保费 = (累计赔偿限额 - 已付赔款金额) / 累计赔偿限额 \* 年保费 / 365 \* 剩余保险期限的天数

不论本公司是否已经退还未到期保费, 本保险单将自解除生效日终止。

(六) 如果解除通知采用邮寄方式, 邮寄凭证可以作为解除通知发出的充分证明。

### 二、保险变更

本保险单包括投保人与本公司就承保事项达成的所有协议。保险明细表中第一列名被保险人经本公司同意有权对保单条款提出变更申请。保单条款只有通过本公司签发批单才能对

条款变更或删减，签发的批单是本保单的一部分。

### 三、查阅被保险人的账册和档案

在保险期限以及保险期限届满后三年内的任何时间，本公司可以查阅被保险人与本保单有关的账册和档案。

### 四、查勘

(一) 本公司有权但没有义务：

1. 随时进行查勘；
2. 对于发现的问题，向被保险人提交查勘报告；并且
3. 提出改进建议。

(二) 本公司没有义务进行任何检查、查勘、提出报告或提出改进建议，所有此类活动仅就可保性及保费计算而为。本公司不为任何个人或组织履行保证工人或社会公众安全或健康的职责。本公司也不担保下列情况：

1. 是否安全或卫生；或
2. 是否符合法律、规章、规定或标准。

(三) 上述(一)、(二)的规定不仅适用本公司，还适用任何提供保险检查、查勘、报告或建议的评级、咨询、估价或者类似服务的组织。

(四) 上述(二)的规定不适用于依据有关国家的相关法规、法令或规章而由本公司进行的与锅炉、压力容器或升降机的证书有关的任何检查、勘查、报告或改进建议。

### 五、保险费

保险明细表上的列名的投保人：

- (一) 负有支付全部保险费的义务；且
- (二) 享有收取本公司退还保费的权利。

### 六、法律适用和争议处理

如被保险人与本公司发生有关本保险单的争议，则适用中华人民共和国法律(不包括台湾，澳门特别行政区和香港特别行政区法律)。

以下英文条款仅供参考，当中英文保单约定发生冲突之时，应以中文条款措辞为准。

**Zhongan Online P&C Insurance Co., Ltd.**  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**  
**(Occurrence Form)**

**Registration number:**

**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 ZhongAn Online P&C Insurance Co., Ltd. providing this insurance.

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 Liability**

- 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 Coverage D –Supplementary Payments – For 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”(authorized by you to give or receive notice of an “occurrence” or claim) 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 and 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" arising out of directly or indirectly :**

- (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, 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 sidetrack 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**

**Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.**

**As used in this exclusion, 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.**

**q. Aircraft Products**

**Any loss, demand, claim or "suit" arising from "your product" which is manufactured, designed or intended for use in any aircraft or spacecraft and which control monitor or in any way affect the flying capabilities of any aircraft or spacecraft.**

**r. Asbestos**

**Damages claimed for any loss, demand, claim or "suit" resulting from asbestosis and/or related diseases directly or indirectly caused by or contributed by the manufacturing, processing, removal, transport, distribution and/or storage of asbestos, asbestos products or use of any product containing asbestos.**

**We shall have no duty of any kind with respect to any such loss, demand, claim or suit.**

**s. Nuclear Energy**

**Damages claimed for any loss, demand, claim or "suit" arising out of or in any way caused by, contributed to or arising from:**

**(1) Nuclear reactors and/or nuclear power stations or plant;**

**(2) any other premises or facilities whatsoever related to or concerned with**

**(a) the production of nuclear energy, or**

**(b) the production or storage or handling of nuclear fuel or nuclear waste.**

**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 of websites for others; or

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

However, this exclusion does not apply to Paragraphs 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 or order 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, usurped power, or action taken by governmental authority in hindering or defending against any of these.**

**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.

**COVERAGE D –SUPPLEMENTARY PAYMENTS – FOR 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. All expenses we incur.**
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law**



violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. **We do not have to furnish these bonds.**

- c.** 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.**
- d.** 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 \$100 a day** because of time off from work.
- e.** All costs taxed against the insured in the "suit".
- f.** 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.**
- g.** 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 stockholders 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) Rising 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**(from the date of commencement of the insurance period specified in the schedule of insurance policy), 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. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b.** If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received;  
and
  - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c.** You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.**
- e. Where the insured fails to comply with the obligations above, which makes it difficult to determine the nature, cause, degree of damage of an Occurrence, we shall not be liable for indemnifying the undeterminable part. This exclusion does not apply to the occurrence, which we have known or ought to know by other means.**

### **3. 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.

#### **4. 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, Builders' 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.

**5. 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 Policyholder. 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 Policyholder.
- c.** The Policyholder must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations. If you have concealed or misrepresented any material fact or circumstance concerning this insurance this entire policy is void.

**7. 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.

**8. 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.

**9. 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 nonrenewal not less than 30 days before the expiration date.

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

**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 People's Republic of China (excluding Taiwan, Macao SAR and Hong Kong SAR);
  - b. International waters or airspace, provided the injury or damage does not occur in

the course of travel or transportation to or from any places not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

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

(b) 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

(c) "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 any 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 has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property. 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.

**SECTION VI – COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

**1. Cancellation**

**a.** The Policyholder shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

**b.** We may cancel this policy by mailing or delivering to the Policyholder written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other

reason.

- c. We will mail or deliver our notice to the Policyholder's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. Before the liability initiates, if you cancel the policy, we will refund 90% of the total premium (10% commission surcharge); if we cancel the policy, we will refund 100% of the total premium.

After the liability initiates, if the policy is canceled, unless specified otherwise, we will refund undue premium on pro-rata basis, not higher than 90% of the total premium.

Under the circumstance that

- (1) claims occur within the policy period, and
- (2) the policy is required to be canceled after you receive the indemnity, we will calculate the refundable premium according to the method below:

Refundable premium = (Policy Aggregate Limit of Liability – Settlement Amount)/Policy Aggregate Limit of Liability\*Annual Premium\*Lapsed Dates

The cancellation will be effective even if we have not made or offered such a refund.

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

## **2. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## **3. Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## **4. Inspections and Surveys**

- a. We have the right to:
  - (1) Make inspections and surveys at any time;
  - (2) Give you reports on the conditions we find; and
  - (3) Recommend changes.
- b. **We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do not undertake relate**



**only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:**

**(1) Are safe or healthful; or**

**(2) Comply with laws, regulations, codes or standards.**

- c.** Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d.** Paragraphs **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## **6. Premiums**

The Applicant shown in the Declarations:

- a.** Is responsible for the payment of all premiums; and
- b.** Will be the payee for any return premiums we pay.

## **7. Applicable Law and Dispute Resolution**

Should any dispute arise between you and us over this policy, such dispute shall be determined in accordance with the Law of China (excluding the law of Hong Kong, Macao and Taiwan).