

## 公众责任保险条款（2015 版）

请仔细阅读保险条款全文，特别是以加深标注的免除保险人责任的规定。

### 总则

- 第一条** 本保险合同由保险条款、投保单/报价单、保险单、保险凭证以及批单组成。凡涉及本保险合同的约定，均采用书面形式。
- 第二条** 投保人提出保险要求，经保险人同意承保，保险合同成立。保险合同自书面约定的保险起始日起生效。
- 第三条** 中华人民共和国境内的党政机关、各类企业、事业单位、社会团体、个体经济组织以及其他组织均可投保本保险，作为本保险合同的被保险人。

### 保险责任

- 第四条** 在保险期间内，被保险人在本保险合同列明的承保区域内从事本保险合同列明的经营或管理活动时，因过失导致意外事故，造成第三者的死亡、人身损害和/或财产损失，依照中华人民共和国法律(不包括港澳台地区法律)应由被保险人承担的经济赔偿责任，保险人按照本保险合同约定负责赔偿。
- 第五条** 保险事故发生后，被保险人因保险事故而被提起仲裁或者诉讼的，对应由被保险人支付的仲裁或诉讼费用以及事先经保险人书面同意支付的其他必要的、合理的费用(以下简称“法律费用”)，保险人按照本保险合同约定也负责赔偿。

### 责任免除

- 第六条** 下列原因造成的损失、费用和责任，保险人不负责赔偿：
- (一) 投保人、被保险人及其代表的故意行为和重大过失行为；
  - (二) 战争、类似战争行为、敌对行动、军事行为、武装冲突、罢工、骚乱、暴动、恐怖活动、谋反、政变和恶意行为；
  - (三) 核辐射、核爆炸、核污染及其他放射性污染；
  - (四) 大气污染、土地污染、水污染及其他各种污染；
  - (五) 火灾、地震、爆炸、洪水、烟熏；
  - (六) 对于未载入本保险合同而属于被保险人的或其所占有的或以其名义使用的任何牲畜、脚踏车、车辆、火车头、各类船只、飞机、电梯、升降机、自动梯、起重机、吊车中其他升降装置；
  - (七) 有缺陷的卫生装置或任何类型的中毒或任何不洁或有害的食物或饮料；
  - (八) 由被保险人作出的或认可的医疗措施或医疗建议。
- 第七条** 下列损失、费用和责任，保险人不负责赔偿：
- (一) 被保险人或其雇员的人身伤亡及其所有或管理或控制的财产的损失；
  - (二) 被保险人或其雇佣人员因经营业务一直使用和占用的任何物品、土地、房屋或建筑的损失；
  - (三) 被保险人应该承担的合同责任，但无合同存在时仍然应由被保险人承担的经济赔偿责任不在此限；

- (四) 由于震动、移动或减弱支撑引起任何土地、财产、建筑物的损坏责任；
- (五) 罚款、罚金及惩罚性赔偿；
- (六) 本保险合同中载明的免赔额或按本保险合同载明的免赔率计算的免赔额。

**第八条** 其他不属于本保险责任范围内的损失、费用和责任，保险人不负责赔偿。

### 责任限额与免赔额(率)

**第九条** 责任限额包括每次事故责任限额、每人人身伤亡责任限额和累计责任限额，由投保人与保险人协商确定，并在保险合同中载明。

**第十条** 每次事故免赔额(率)由投保人与保险人在签订保险合同时协商确定，并在保险合同中载明。

### 保险期间

**第十一条** 除另有约定外，保险期间为一年，以保险单载明的起讫时间为准。

### 保险人义务

**第十二条** 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。

**第十三条** 保险人按照第二十三条的约定，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。

**第十四条** 保险人收到被保险人赔偿保险金的请求后，应当及时作出核定；情形复杂的，双方同意适当延长，延长时间一般不超过 180 天，但双方另有约定的除外。

保险人应当将核定结果通知被保险人；对属于保险责任的，在与被保险人达成赔偿保险金的协议后十日内，履行赔偿保险金义务。本保险合同对赔偿保险金的期限有约定的，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。

**第十五条** 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，对属于保险责任的、但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。

### 投保人、被保险人义务

**第十六条** 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。

前款规定的合同解除权，自保险人知道有解除事由之日起，超过三十日不行使而消灭。

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

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保险金的责任。

**第十七条** 除另有约定外，投保人应当在保险合同成立时交清保险费。投保人未及时足额缴纳保险费，保险人有权在保险费付款期限届满后立即书面通知投保人解除保险合同。

**第十八条** 被保险人应努力做到选用可靠的、认真的、合格的工作人员并且使拥有的建筑物、道路、工厂、机械、装修和设备处于坚实、良好可供使用的状态，并严格遵守国家有关消防、安全、生产操作、劳动保护等方面的规定，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。同时，应遵照国家法律法规以及政府相关部门的要求，对已经发现的缺陷应予立即修复，并采取改进措施以防止发生事故。

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。

**第十九条** 在保险合同有效期内，保险标的的危险程度显著增加的，被保险人应当按照合同约定及时通知保险人，保险人可以按照合同约定增加保险费或者立即解除合同。保险人解除合同的，应当将已收取的保险费，按照合同约定扣除自保险责任开始之日起至合同解除之日止应收的部分后，退还投保人。

被保险人未履行前款约定的通知义务的，因保险标的的危险程度显著增加而发生的保险事故，保险人不承担赔偿保险金的责任。

**第二十条** 知道意外事故发生后，被保险人应该：

- (一) 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；
- (二) 及时通知保险人，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；
- (三) 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的部分不承担赔偿责任。

**第二十一条** 被保险人收到第三者的损害赔偿请求时，应立即通知保险人。未经保险人书面同意，被保险人对第三者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。

**第二十二条** 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。

**第二十三条** 被保险人请求赔偿时，应向保险人提供下列证明和资料：

- (一) 保险单正本、被保险人或其代表填具的索赔申请书；
- (二) 第三者或其代理人向被保险人提出索赔的相关证明和资料；
- (三) 造成人身伤亡的，应提供病历、诊断证明、医疗收据、用药清单、司法鉴定机构依法出具的伤残鉴定报告、公安机关或医疗机构出具的死亡证明书等有关证明和资料；
- (四) 造成财产损失的，应提供受损财产的购置发票、受损财产清单、维修费用清单、维修发票等；

- (五) 被保险人与第三者签订的赔偿协议书或和解书；经判决或仲裁的，应提供判决书或裁决书；
- (六) 投保人、被保险人所能提供的与确认保险事故的性质、原因、损失程度等有关的其他证明和资料。
- 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。**

## 赔偿处理

**第二十四条** 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：

- (一) 被保险人和向其提出损害赔偿请求的第三者协商并经保险人确认；
- (二) 仲裁机构裁决；
- (三) 人民法院判决；
- (四) 保险人认可的其他方式。

**第二十五条** 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。

**第二十六条** 发生保险责任范围内的损失，保险人按以下方式计算赔偿：

- (一) 对于每次事故造成的损失，保险人在每次事故责任限额内计算赔偿，其中对每一人员人身伤亡的赔偿金额不得超过每人人身伤亡责任限额。
- (二) 在依据本条第(一)项计算的基础上，保险人在扣除每次事故免赔额(率)后进行赔偿；
- (三) 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限额。

**第二十七条** 除合同另有约定外，对每次事故法律费用的赔偿金额，保险人在第二十六条计算的赔偿金额以外另行计算，但保险人对每次事故承担的法律费用的赔偿金额不超过每次事故责任限额的 10%，在保险期间内累计赔偿金额不超过累计责任限额的 10%。

**第二十八条** 发生保险事故时，如果被保险人的损失在有相同保障的其他保险项下也能够获得赔偿，则本保险人按照本保险合同约定的责任限额与其他保险合同及本合同的责任限额总和的比例承担赔偿责任。

其他保险人应承担的赔偿金额，本保险人不负责垫付。若被保险人未如实告知导致保险人多支付赔偿金的，保险人有权向被保险人追回多支付的部分。

**第二十九条** 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。

**第三十条** 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。

## 争议处理和法律适用

**第三十一条** 因履行本保险合同发生的争议，由当事人协商解决。协商不成的，提交保险单载明的仲裁机构仲裁；保险单未载明仲裁机构且争议发生后未达成仲裁协议的，依法向中华人民共和国人民法院起诉。

**第三十二条** 本保险合同的争议处理适用中华人民共和国法律(不包括港澳台地区法律)。

## 其他事项

**第三十三条** 投保人或被保险人在未发生保险事故的情况下，谎称发生了保险事故，向保险人提出赔偿请求的，保险人有权解除保险合同，不承担赔偿责任，并不退还保险费。

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

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

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

**第三十四条** 保险责任开始前，投保人要求解除保险合同的，保险人扣除5%手续费后退还剩余保险费；保险人要求解除保险合同的，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，除本保险合同另有明确约定外，投保人可随时书面申请解除本保险合同，保险人亦可提前十五天通知投保人解除本保险合同，并按以下方法计算应退保险费：

(一) 保险期间未发生保险事故、保险合同解除的，按以下公式计算应退保费：应退保费=年保费/365\*剩余保险期间的天数

(二) 保险期间发生保险事故、被保险人获取保险赔偿后，保险合同解除的，按以下公式计算应退保险费：

应退保费=(累计责任限额-已付赔款金额)/累计责任限额\*年保费/365\*剩余保险期间的天数。

但保险责任开始后退还保险费最高不超过年保费的95%。

**第三十五条** 释义

**意外事故**是指不可预料的以及被保险人无法控制并造成物质损失和/或人身伤亡的突发性事件。

**保险事故**是指保险合同约定的保险责任范围内的意外事故，意外事故发生的时间即为保险事故发生的时间。

## Public Liability Insurance

Please read the policy wording carefully, particularly the EXCLUSIONS highlighted.

If you are provided with both the English version and the Chinese version of the Policy, both versions shall be equally enforceable. In case of any discrepancies between the Chinese and English, the Chinese version shall prevail.

## General Terms and Conditions

**Article 1** Clauses, Proposal/Quotation, Policy Schedule, Insurance Certificates and Endorsements constitute this

Insurance Contract (hereinafter referred to as "this Contract"). Any agreements in connection with this Contract shall be in writing.

**Article 2** This Contract forms when the Policyholder makes a request for insurance and the insurer approves. This Contract shall be effective on the date agreed upon in writing.

**Article 3** Any entities incorporated and existing within the territory of the People's Republic of China can apply for this insurance and be the insured hereof, including party and government organizations, enterprises, public institutions, non governmental organizations, individual economic organization and other organizations.

### **Coverage**

**Article 4** Subject to the terms and conditions of this Contract, the insurer shall indemnify the insured against such sum which the insured shall become legally liable to pay as damages in respect of death of or bodily injury to third parties, or loss of or damage to property belonging to third parties, in accordance with the laws and regulations of the People's Republic of China (excluding Hong Kong, Macao Special Administrative Regions and Taiwan Area), in an **accident** occurring directly caused by the insured's negligence and connected to its work performance of the specified business or operation within the territory limit and the insurance period stated in this Contract.

**Article 5** If there are arbitration or litigation claims against the insured after the occurrence of insured accident, the insurer shall be liable, according to this Contract, for the arbitration and litigation expenses, as well as other necessary and reasonable expenses incurred by the insured upon prior written consent of the insurer. (Hereinafter referred to as "Legal Costs")

### **Exclusions**

**Article 6** The insurer shall not be liable for any losses, expenses and liabilities arising out of or in any way caused by or contributed to or arising from:

- 6.1 intentional act and acts due to gross negligence of the Policyholder, the insured and his representatives;
- 6.2 war, warlike operation, hostilities, military actions, armed conflicts, strike, disturbances, riot, terrorism, rebellion, coup and malicious acts;
- 6.3 nuclear radiation, nuclear explosions, nuclear pollution and other radioactive contamination;
- 6.4 pollution of any kind or description whatsoever such as atmosphere, land and water pollutions;
- 6.5 fire, earthquake, explosion, flood or, fumes;
- 6.6 any animal, cycle, vehicle, locomotive, vessels of any kinds, aircraft, elevator, lift, escalator, crane, hoist or other lifting machinery not specified in this Contract, but owned, possessed or used by or on behalf of the insured;
- 6.7 defective sanitary installations, poisoning, or any kind of contaminated or unwholesome food or drink;
- 6.8 medical measures or treatments advice given or agreed by the insured.

**Article 7** The insurer shall not be liable for the following losses, expenses or liabilities:

- 7.1 death or bodily injuries of the insured or its employees, and losses of or damage to the properties possessed, managed or controlled by the insured or its employee;
- 7.2 losses of any materials, lands, buildings or structures, which the insured or its employee is or has been using or occupying;
- 7.3 liability assumed in accordance with any agreement between the insured and other parties unless such compensation liability would have been attached to the insured in the absence of such agreement;
- 7.4 liability in respect of or arising from damage to any land or property or structure caused by

vibration, removal or weakening of support.

**7.5 fines, penalties, or punitive damages;**

**7.6 The deductible stated in this Contract or the deductible calculated on the basis of the deductible rate stated in this Contract.**

**Article 8 The insurer shall not be liable for any losses, expenses and liabilities not covered under this Contract.**

### **Limits of Liability and Deductible (or Deductible Rate)**

**Article 9** Limits of liability shall be agreed upon between the Policyholder and the insurer and be stated in this Contract, including limit of liability for any one accident, limit of liability for bodily injury and death per person, and the limit of liability in aggregate.

**Article 10** The deductible or deductible rate for any one accident shall be agreed upon between the Policyholder and the insurer when signing this Contract and shall be stated in this Contract.

### **Period of Insurance**

**Article 11** Unless otherwise agreed upon, the period of insurance shall be one (1) year, commencing from and being terminated at the date stated in the Policy Schedule.

### **Obligations of the Insurer**

**Article 12** After this Contract has been concluded, the insurer shall issue an insurance policy or other insurance certificate to the Policyholder in a timely manner.

**Article 13** If the insurer, in accordance with Article 23 of this clause deems that the supporting documentations and information provided is incomplete, the insurer shall notify the Policyholder or the insured in a timely manner and such request shall be made only once.

**Article 14** Upon receipt of claim by the insured, the insurer shall render its determination in a timely manner; For complicated cases, it is hereby agreed to allow an extension of no more than 180 days, or further extension if needed subject to the agreement by both parties.

The insurer shall notify the insured of its determination. If the claim falls within the coverage of this Contract, the insurer shall pay indemnities to the insured within ten (10) days after reaching an agreement on the payment with the insured. If the time limit of payment is agreed upon in this Contract, the insurer shall pay the indemnities in accordance with such provisions. If the insurer determines according to the preceding paragraph that the claim does not fall within the coverage of this Contract, the insurer shall render a notice of refusal for the payment to the insured within three (3) days from the date on which the determination was made and give the insured its explanations.

**Article 15** Within sixty (60) days after receipt of a claim for indemnities and relevant proofs or information, if the claim falls within the coverage, but the final amount of the indemnities cannot be determined, the insurer shall make advance payment of the amount that can be determined based on the available proofs and information. The differences shall be made up by the insurer after the final amount is determined.

### **Obligations of the Policyholder and the Insured**

**Article 16** If the insurer inquires relevant circumstances of the subject matters of insurance or of the insured when forming this Contract, the Policyholder shall make full and accurate representations and disclosure

**16.1 Where the Policyholder fails to perform its obligation of making full and accurate representations and disclosure as mentioned in the preceding paragraph intentionally or due to its gross negligence and such failure could influence the insurer on its decision as to whether to accept the application or to raise premium rate, the insurer is entitled to terminate this Contract.**

The right to terminate this Contract as specified in the preceding paragraph shall be extinguished if it is not exercised by the insurer within thirty (30) days after the date on which the insurer learns the causes of termination.

**16.2 Where the Policyholder fails to perform its obligation of making full and accurate**

**representations and disclosure intentionally, the insurer shall not be liable to pay the indemnities for the insured accidents which occur before the termination of this Contract and shall not refund the premium been collected.**

**16.3 Where the Policyholder fails to perform its obligation of making full and accurate representations and disclosure due to its gross negligence, and the failure has a material effect on the occurrence of the insured accident, the insurer shall not be liable to pay the indemnities for the insured accidents which occur before the termination of this Contract, but it shall refund the premium been collected.**

Where the insurer, upon forming this Contract, was aware that the Policyholder failed to make full and accurate representations and disclosure, it can not terminate this Contract and shall be liable to pay the indemnities if the insured accident occurs.

**Article 17** Unless otherwise agreed upon, the premium shall be paid up by the Policyholder when this Contract was formed. **If the Policyholder does not pay the required premium as specified in the Schedule within the required payment period, the Insurer has the rights to cancel the Policy immediately by a written notification sent to the Policyholder.**

**Article 18** The insured shall exercise reasonable care that only steady, sober and competent employees are employed and that all buildings, paths, works, plant, machinery, furniture and fittings belonging to the insured are in sound and proper order. The insured shall also strictly comply with all provisions pertaining to the fire control, security, manufacture and operation, and labor protection imposed by any public authority, improve the management and take reasonable precaution for purpose of avoiding or reducing the occurrence of the insured accidents. Upon any defect being brought to his notice, the insured shall repair the defects and shall take improving measures to prevent accidents as required by laws, regulations and other administrative authorities.

The insurer shall be entitled to inspect and check the insured's compliance with the provisions agreed upon in preceding paragraph. The Policyholder and/or the insured shall faithfully execute the written proposals given by the insurer and focus on the ways to eliminate unsafe factors and potential dangers.

**Where the Policyholder and/or the insured fail to perform abovementioned obligations of maintaining safety, the insurer shall have the right to increase premium or terminate this Contract.**

**Article 19** Where the degree of risk to the subject matters increase appreciably during the period of insurance, the insured shall notify the insurer in a timely manner as agreed upon in this Contract. The insurer, pursuant to this Contract, may increase premium or immediately terminate this Contract. If the insurer terminates this Contract, according to this Contract, it shall refund the premium been collected minus the portion to which it is entitled for the period between the date of commencement of its liabilities and the date of the termination of this Contract.

**Where the insured fails to perform its notification obligation as provided in the preceding paragraph and the insured accidents occur due to the appreciable increase in the degree of risk to the subject matters, the insurer shall not be liable to pay the indemnities.**

**Article 20** After learning the occurrence of the accident, the insured shall

20.1 endeavor to take necessary and reasonable measures to prevent or mitigate losses. **Otherwise, the insurer shall not be liable for additional losses arising from the insured's inaction to accidents.**

20.2 notify the causes, process of the accident and losses in writing to the insurer in a timely manner after the occurrence of the accident; **where the insured fails to do so intentionally or due to its gross negligence, which makes the nature, causes, the extent of losses etc. of the insured accident difficult to be determined, the insurer shall not be liable to pay the indemnities for the portion that is impossible to be determined,** unless the insurer learnt or ought to have learnt of the insured accident in a timely manner by other means;

20.3 preserve the evidences at the scene of the accident, permit and assist the insurer to do investigations. **Where the insurer is refused or impeded to undertake investigation which makes the causes of the insured accident or losses impossible to be determined, the insurer shall not be liable to pay the indemnities for the portion that is impossible to be**



determined.

**Article 21** Upon the receipt of claims made by third party, the insured shall notify the insurer immediately. **Without the insurer's written consent, any commitments, refusals, offers, agreements, payments or compensations made by the insured to the third party and its agent are not binding upon the insurer. In regards to the commitments or payments of the indemnities the insured has undertaken, the insurer has the right to verify such claim. For the liabilities not covered under this Contract or exceeds the limits of liabilities, the insurer shall not be liable to pay the indemnities.** In the procedure of processing the claim, the insurer has the right to handle any claims at its discretion in which the ultimate indemnity liabilities shall be borne by it. The insured is obligated to provide available materials and assistance to the insurer.

**Article 22** The insured shall notify the insurer any potential litigations and arbitrations in writing as soon as it learns; and shall deliver the copies to the insurer in a timely manner after it has received the court summons or other court documents. The insurer is entitled to handle the litigations or arbitrations for and on behalf of the insured and the insured shall submit relevant documents and provide necessary assistance to the insurer.

**The insurer shall not be liable for any additional losses arising from the insured's failure to notify or to provide necessary assistance to the insurer as agreed upon in the preceding paragraph.**

**Article 23** The insured shall offer the following documentations and materials to the insurer when a claim is made:

- 23.1 The original Policy, the Claim Form completed by the insured or its agents;
- 23.2 Relevant evidences and materials submitted by the third party or its agents in the claim against the insured;
- 23.3 Medical Reports, Certificate of Diagnosis, Medical Expenses Receipts, Prescription Drug List, Disability Evaluation Report issued by the judicial identification institutions, Death Certificate issued by police station or medical institutions and other relevant evidences and materials, if the death and bodily injury occurs;
- 23.4 The purchasing invoices and list of the lost and damaged property, and the invoices and list of repair cost, if the property damage occurred;
- 23.5 Compensation agreement and reconciliation agreement made between the insured and third party. Any judgment or order made by a People's Court or an award granted by an arbitration panel, if suit or arbitration proceeded.
- 23.6 Other relevant evidences and materials available for the Policyholder and the insured and helpful for determining the nature, causes and the extent of losses of the insured accident.

**Where the insured fails to provide the evidences and materials stated in the preceding paragraph, which cause the losses cannot be determined by the insurer, the insurer shall not be liable to pay the indemnities for the portion that is impossible to be determined.**

### Claim

**Article 24** The insurer shall indemnify the insured on the basis of the insured's indemnity liabilities to the third party determined by one of the following ways:

- 24.1 Agreement reached between the insured and the third party who claims compensation and approved by the insurer;
- 24.2 Arbitral award;
- 24.3 Judgment of the People's Court;
- 24.4 Any other ways approved by the insurer.

**Article 25** **Where the insured causes damage or loss to the third party but fails to indemnify that third party, the insurer shall not indemnify the insured.**

**Article 26** **The insurer shall calculate the indemnities in the following ways, where the loss or damage covered by this Contract occurs:**

- 26.1** In terms of the losses of each accident, the insurer shall calculate the indemnities within the limit of liability for any one accident. The indemnities paid by the insurer to each person shall not exceed the limit of liability for bodily injury and death per person for any one accident.
- 26.2** Based on the calculation stipulated in the sub clause (1) of this article, the insurer shall deduct the deductible (rate) for any one accident before the payment;
- 26.3** During the period of insurance, the aggregated amount the insurer paid for several accidents shall not exceed the limit of liability in aggregate.

**Article 27** Unless otherwise agreed upon in this Contract, the amount of Legal Costs the insurer pays for each accident shall be calculated separately from the amount calculated according to Article 26, and **the maximum amount will not exceed 10% of the limit of liability for any one accident state in the Contract. During the period of insurance, the aggregated amount for the Legal Costs paid by the insurer will not exceed 10% of the limit of liability in aggregate stated in the Contract.**

**Article 28** When the insured accident occurs, if the losses recoverable under this Contract will also be covered by other insurance, the insurer shall be liable to pay the indemnities according to the proportion between the limit of liabilities under this Contract and the total limit. The total limit includes the aggregated limit of liabilities under this Contract and that under other insurance hereof.

**The insurer shall not be liable to pay the indemnities in advance, which shall be paid by other insurers.** If the insured fails to disclose other insurance hereof which leads to any additional payments by the insurer, the insurer shall be entitled to recover the additional amount from the insured.

**Article 29** For the losses covered by this Contract that shall be indemnified by the responsible party, the insurer shall, from the date of payment of indemnities to the insured, exercise the insured's right to recover the indemnities from the responsible party within the amount of the indemnities. And the insured shall provide the necessary documents and the relevant information of circumstances he has learnt to the insurer.

Where the insured has been indemnified from the responsible party, the insurer may, when paying the indemnities, deduct the amount of indemnities obtained by the insured from the responsible party correspondingly.

**After the occurrence of the insured accident, if the insured waives the right to claim indemnities from the relevant responsible parties before the insurer pays indemnities, the insurer shall not be liable for the payment of indemnities.** If the insured waives the right to claim indemnities from the relevant responsible parties without approval of the insurer after the insurer has paid indemnities to the insured, such waiver shall be deemed invalid. **If, due to an intentional act or gross negligence by the insured, the insurer may not exercise the rights to recover the indemnities by subrogation, it may deduct, or demand reimbursement of, the corresponding portion of the indemnities.**

**Article 30** The limitation of action for the insured to claim against the insurer for indemnity under this policy shall be two (2) years from the date that the insured knows or should have known the occurrence of the insured accident.

### **Dispute Resolution and the Governing Laws**

**Article 31** Any disputes arising from or in connection with the performance of this insurance Contract shall be settled through negotiation by the parties. If no agreement can be reached, the dispute shall be submitted to the arbitral tribunal specified in the policy for arbitration. If the arbitral tribunal is not specified in the policy and there is no arbitral agreement reached after the dispute has raised, either party shall make a lawsuit in the people's court of China.

**Article 32** All the disputes arising from or in connection with this Contract shall be settled, governed and construed by the laws of the People's Republic of China (excluding laws of Hong Kong, Macao Special Administrative Regions and Taiwan Area).

### **Miscellaneous**

**Article 33** The insurer shall have the right to terminate this Contract, not be liable for the payment of

indemnities and not to refund the premium that have been collected if the insured accident does not occur, but the Policyholder or the insured falsely claims that such accident has occurred and makes claims for indemnity.

If the Policyholder or the insured intentionally causes an insured accident, the insurer shall have the right to terminate this Contract, not be liable for the payment of indemnities and not refund the premium that have been collected.

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

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

**Article 34** Prior to the commencement of the period of insurance, if the Policyholder requests the termination of the contract, the insurer shall refund to the Policyholder the balance of the premium after deducting 5% of the premium as commission. If the insurer requests the termination of the Contract, the insurer shall return the premium collected without charging commission from the Policyholder.

After the commencement of the period of insurance, unless otherwise prescribed in this Contract, this Contract shall be terminated at any time at the request of the Policyholder in writing or at the option of the insurer by giving a fifteen (15) days prior notice to the insured. The insurer shall refund the premium calculated as follows:

34.1 If no insured accident occurs during the period of insurance,

Refundable premium = annual premium/365\*(365 - the days from inception date to termination date)

34.2 If the insured accident occurs during the period of insurance and the insurer has indemnified the claims,

Refundable premium = (the limit of liability in aggregate - the amount that has been paid)/ the limit of liability in aggregate\*annual premium/365\*(365 - the days from inception date to termination date)

However, the maximum refundable premium shall not exceed 95% of the total premium after the reception of the insurance liability.

#### **Article 35 Definition**

**“Accident”** means any unforeseeable, uncontrollable by the insured and sudden occurrence event which leads to material damage or bodily injury.

**“The insured accident”** means an accident falling within the coverage as specified in this Contract. The date on which the accident occurs is the date on which the insured accident occurs.