

华泰财险附加公众责任突发和意外污染扩展条款（按时间因素）

兹经双方理解并同意：

一、本附加条款适用下述定义：

污染或污染物

是指包括任何固体、液体、气体或热刺激物或污染物，包括烟，蒸汽，烟雾，烟尘，酸，碱，化学物质和“废弃物”。

“废弃物”指除核污染之外，任何下列情况的物质或材料：

- a. 剩余或不再使用或丢弃的；
- b. 回收或循环使用的，或修复的，但不包括该物质是被保险人对承保产品的回收、循环再生或修复的情况；或
- c. 作为环境整治、清理或救灾工作的一部分被去除、处理、贮存或处置的。

“废弃物”包括但不限于动物、人体、医疗和生物的废弃物，无论该类废弃物是否使用过或作为肥料使用或有其他使用用途。

二、责任免除第六条，第（四）项适用下述条款：

（1）任何由于下列实际的、被指控的或有危险的“污染物”的排放，扩散，释放或泄漏而引起的第三者的死亡、人身损害和/或财产损失，包括但不限于进入土地或存在于地表、大气或水道或水体，包括地下水或供水耗材；如果这类排放、扩散、释放或泄漏是临时、意外的，且符合下列五个条件时，则本除外条款不适用：

- a. 被保险人对排放、扩散、释放或泄漏是无法预料或意图安排的；且
- b. 排放、扩散、释放或泄漏的发生时间必须发生在保险期限内；且
- c. 该排放、扩散、释放或泄漏必须在发生后在明细表约定的小时数内实际显现给被保险人或他人；且
- d. 由于排放、扩散、释放或泄漏而导致的初始的第三者的死亡、人身损害和/或财产损失必须在发生后在明细表约定的小时数内发生；且
- e. 尽管与公众责任保险中投保人和被保险人的义务及保险条款中其它承保条件有相反约定，被保险人必须尽快将“意外事故”告知保险公司，但不应晚于排放，扩散，释放或泄漏开始后明细表约定的天数。

如果被保险人和保险公司对于排放、扩散、释放或泄漏的发生时间或显现时间有不同意见时，如符合上述 5 个条件包括从 a 条件到 e 条件，则举证责任在被保险人且相关费用由被保险人承担。直到保险公司接受并认可相关证据前，保险公司有权但无义务对任何索赔进行抗辩。

（2）由于下列原因引起的损失、成本或费用：

- a. 要求、请求、命令或根据法律法规要求被保险人或其他人进行测试、监控、清理、去除、包含、处理、解毒或中和、或以任何形式处置、或评估“污染物”；或
- b. 由于或代表政府当局因为测试、监控、清理、去除、包含、处理、解毒或中和、或以任何形式处置或评估“污染物”而提起的索赔或诉讼。

然而，对于在缺乏相关需求、请求、命令或法律法规要求的情况时，或在没有政府当局或代表政府当局提起的索赔或诉讼的情况而导致第三方的财产损失时，本除外条款不适用。

本附加条款项下分项限额以明细表为准。

前述限额是本保险合同项下的累计责任限额的一部分。保险人基于本条款所做的任何给付将相应减少对于其他给付的可用总责任限额。保险人在保险合同项下给付的最高金额限于保险合同载明的赔偿限额。

本保险合同所载其他条款条件不变。

K92 Sudden and Accidental Pollution Extension Clause – Time Element

It is understood and agreed that the following amendment are made to the Policy:

Article 35 Definition is amended to include the following definition:

“Pollutant or Pollutants”

Refer to any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and “waste”.

Waste, for all purposes except **Nuclear** exclusions, means any substance or material that:

- a. is left over, or no longer in use or discarded;
- b. is to be reclaimed or recycled, or reconditioned, except if such substance is to be reclaimed, recycled or reconditioned by you as the insured’s product; or
- c. has been removed, treated, stored, or disposed of as part of any environmental remediation, clean up or response effort.

Waste includes, but is not limited to animal, human, medical and biological waste, even if used or intended for use as fertilizer or for any other use.

It is further agreed that **Exclusions, Article 6.4.** is hereby deleted and replaced with the following:

(1) Damages in respect of death of or bodily injury to third parties, or loss of or damage to property belonging to third parties arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, release or escape of “pollutants” by whomever caused, including, but not limited to, into or upon the land, the atmosphere or any watercourse or body of water, including underground water or water table supplies; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental and meets all five of the following conditions:

- a. the discharge, dispersal, release, or escape must be neither expected or intended by the insured; and
- b. the beginning of the discharge, dispersal, release or escape must take place during the policy period; and
- c. the discharge, dispersal, release or escape must be physically evident to the insured or other parties within ___ hours of the beginning of the discharge, dispersal, release or escape; and
- d. the initial damages in respect of death of or bodily injury to third parties, or loss of or damage to property belonging to third parties caused by the discharge, dispersal, release or escape must ensue within ___ hours of the beginning of the discharge, dispersal, release or escape; and
- e. Notwithstanding anything to the contrary in Obligations of the Policyholder and the Insured of the PUBLIC LIABILITY INSURANCE Policy wording or any other policy conditions, the “Accident” must be reported to us as soon as practicable but not later than ___ days after the beginning of the discharge, dispersal, release or escape.

If we and the insured should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all five (5) conditions in a. through and including e. above are met rests with the insured, at the insured’s own expense. Until we accept such proof, we may, but are not obligated to defend any claim.

(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 loss of or damage to property belonging to third parties 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.

Sub-limit _____ any one accident and in aggregate

The aforementioned limit is not in addition to any other aggregate limits available under this Policy. Any sums the Insurer pays hereunder will reduce the amount of the applicable aggregate limits available for any other payments. The most will be paid by the Insurer under this Policy is fixed as set forth in the Limit of Indemnity in the Policy Schedule.

All other terms and conditions of this policy remain unchanged.