

华泰财险附加关于索赔提出制基础的条款

无论本保单有任何相反条件，各方理解并同意：对于“被保险人”因在“承保地点”或其地下，或源自该地点的“污染状况”导致的“索赔”所致其依法并依据保险明细表应承担的赔偿责任、“补救费用”，及相关的“法律抗辩费用”，保险人同意就超过“自留额”以上的部分，承担赔偿责任。但是，保险人承担赔偿责任的前提是：

- (1) 该“索赔”在“保险期间”内首次提出，或“被保险人”于此期间内首次发现该“污染状况”；并且
- (2) 任何此“索赔”或发现必须于“保险期间”内或任何适用的“扩展报告期”内书面报告给保险人；并且
- (3) 任何“被保险人”在本保单生效日均无法得知或无法合理预见该情况。

本保险单所载其它条件不变。

K15 Claims made basis clause

Notwithstanding any condition of the Policy to the contrary, it is hereby understood and agreed that the Insurer shall pay for Coverage(s) provided, as identifies on the Schedule for loss that the “insured” is legally liability to pay as a result of “Claims”, “remediation costs”, and associated “legal defense expense”, in excess of the “self-insured retention”, arising out of a “pollution condition” on, at, under, or migrating from the “covered location(s)”, only if:

- (1) The “claim” is first made, or the “insured” first discovers such “pollution condition” during the “policy period”; and
- (2) Any such “claim” or discovery must be reported to the Insurer, in writing, during the “policy period” or any applicable” extended reporting period”; and
- (3) Any “insured” did not know or could not have reasonably foreseen such occurrence at the effective date of this Policy.

This clause is subject otherwise to the terms, conditions and exclusions of this policy.