

华泰财险附加污染（列明风险）除外条款

本保险合同不适用于：

由实际的、被指控的或被威胁的污染物排放、散布、释放或溢出而引起的第三方“人身损害”或“财产损失”，包括但不限于土地、空气或河道或水体（包括地下水和地下水供应），除非实际的排放、散布、释放或溢出：

1. 并非被保险人预期的和故意的；且
2. 由下列原因造成：
 - a) 燃烧、爆炸、坍塌、炸裂、压缩、突发设备故障、碰撞、高空坠物、闪电、暴风或其他不可预见的自然灾害；或
 - b) 非被保险人预期或蓄意的故意或恶意破坏行为；或
 - c) 为减少或避免本保险承保的损失而采取的补救措施；且
3. 被保险人知道并在最初排放、散布、释放或溢出的 72 小时之内报告本公司。

本保险不适用有关于政府要求或其它要求被保险人测试、评估、监控、清理、移除、控制、处理、解除或中和污染物而产生的成本或费用。包括政府机构或个人或团体提出的要求、指示、投诉、诉讼或请求。

本公司没有义务为寻求该类成本、费用、损失责任及任何其它救济的索赔或诉讼提供抗辩服务。

本附加条款所称“污染物”指任何固态、液态或气态的具刺激性或污染性的物质，包括但不限于烟雾、蒸汽、烟灰、烟气、酸性物、碱性物、化学物及其他废物（包括回收、修复或再生的废物）等。

本保险其他条款条件不变。

X62 Pollution (Named Perils) Exclusion

This insurance does not apply to:

“Bodily injury” or “property damage” 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; unless the actual discharge, dispersal, release or escape:

- 1 is neither expected nor intended from the standpoint of any insured; and
2. is caused by
 - (a) combustion, explosion, collapse, bursting, implosion, sudden failure of equipment, collision, falling objects, lighting, windstorm, or other unforeseen forces of nature; or

(b) acts of vandalism, sabotage, or malicious mischief neither expected nor intended from the standpoint of any insured; or

(c) remedial action taken to mitigate or avert a loss otherwise covered under this policy; and

3. is known by the insured and is reported to the Company within 72 hours of the initial discharge, dispersal, release or escape.

This insurance does not apply to any cost or expense arising out of or is in any way related to any governmental or other demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify or neutralize “pollutants”. This includes demands, directives, complaints, suits, or requests brought by any governmental entity or by any person or group of persons.

The Company shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for damages or any other relief.

“Pollutants”, as used in this endorsement, means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

All other terms and conditions remain unchanged.