

华泰财险附加环境污染诉讼扩展条款（CB版）

本保险合同双方当事人同意加入本附加条款，并就下列事项达成一致（本附加条款之外的事项均以本保险合同的其他条款、条件、除外责任和赔偿限额为准）：

本保险合同扩展承保或者代表被保险人赔偿因环境污染诉讼所导致的损失，该扩展保障分项限额列于保单明细表，并非赔偿限额的一部份。

就本扩展条款而言，适用以下定义：

环境状况是指任何实际、被指控、或有威胁的**污染**，或任何监管指令要求对**污染**做测试，监测，清理，清除，遏制，处理，排污或中和。

环境污染诉讼是指任何基于，起因于或归因于**环境状况**的以下**赔偿请求**：

- (i) **证券赔偿请求**；
- (ii) **雇佣不当行为赔偿请求**；
- (iii) 因未能遵守法规、规定、条例、普通法规定以及法律应负责任而错误披露或未披露任何**环境状况**所导致的**赔偿请求**
- (iv) 对任何**被保险人**造成无法获得补偿之**损失**的**赔偿请求**

本保险合同其他条款维持不变。

Environmental Violation Extension

By way of endorsement to the policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this Endorsement only, the following provisions are amended and/or added to the policy:

This policy is extended to pay to or on behalf of an **Insured** all **Loss** resulting from an **Environmental Proceeding** up to the **sub-limit** [], which shall apply in addition to, and not part of the **Limit of Liability** in item [] of the schedule.

For the purpose of this Extension, the following definitions are added to the policy:

Environmental Condition means any actual or alleged or threatened **Pollution** or any regulator direction or request to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize **Pollution**.

Environmental Proceeding means any **Claim**:

(i) that is a **Securities Claim**;

(ii) that is for an **Employment Related Wrongful Act**;

(iii) where the **Wrongful Act** is actually or allegedly misrepresenting or failing to disclose information as governed by any statute, regulation, rule or common law regulating or creating liability for an **Environmental Condition**; or

(iv) which results in a non-indemnifiable **Loss** to any **Insured** ;

if and to the extent based upon, arising out of or attributable to an **Environmental Condition**.

In all other respects this policy remains unaltered.