



安达集团投资企业  
A Chubb Invested Company

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# Commercial Errors or Omissions Liability Insurance

Policy Number: 0625CB125222000004

Period: From October 20, 2022 00:01 To October 20, 2023 00:01

PolicyHolder: LEAPTON SOLAR (CHANGSHU) CO., LTD.

Huatai P&C Insurance Company Ltd.

Huatai Financial Building

No. 1101 Bocheng Road

Pudong New District, Shanghai

200126, P.R.C.

## Policy Schedule

### Risk Details

Class of Business	Commercial Errors or Omissions Liability Insurance
Policy Number	0625CB125222000004
Policy Holder	LEAPTON SOLAR (CHANGSHU) CO., LTD.
Policy Holder Address	No. 9, Sunshine Avenue, Yushan High-tech Industrial Park, Changshu, Jiangsu, China.
Named Insured	LEAPTON SOLAR (CHANGSHU) CO., LTD.
Address of Named Insured	No. 9, Sunshine Avenue, Yushan High-tech Industrial Park, Changshu, Jiangsu, China.
Business Description	Design, Manufacturing and Distribution of Solar Modules
Policy Period	From October 20, 2022 00:01 To October 20, 2023 00:01
Policy Form	Claims Made Basis and Reported
Retroactive Date	October 12, 2021 00:00

### Limits of Insurance

Policy Aggregate Limit	USD1,000,000.00
Each Wrongful Act Limit	USD1,000,000.00
Insured Products	Solar Modules sold to worldwide excluding USA/Canada.
Coverage Territory	Worldwide excluding USA/Canada
Jurisdiction	Worldwide excluding USA/Canada
Deductible	USD 50,000.00 each claim in respect of damage and claim adjustment expense

### Premium Basis

Estimated Annual Turnover	USD10,000,000
Premium Rate	0.1116%

### Premium

100.00% Deposit Premium	Premium excl. VAT: USD11,718.41
100.00% Minimum Premium	Value-added Tax (VAT): USD703.10
	Total Premium incl. VAT: USD12,421.51

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## Wordings/Endorsements:

### Commercial Errors Or Omissions Liability Claims-Made And Reported

1. Currency Clause - CLO0006
  2. Deductible Clause - CLO0025
  3. Premium Payment Warranty (B) - CLS0002
  4. Limitation Of Coverage To Designated Products Or Services - CLO0034
  5. Coverage Territory Clause - CLO0024
  6. Data Risk & Cyber Liability Absolute Exclusion - CLO0001
  7. Sanction Limitation and Exclusion (A)(CB) - CLO0003
  8. Infrastructure And Service Interruption Base Exclusion (CB) - CLO0062
  9. SolarWinds Orion Exclusion (CB) - CLO0064
  10. Loss of Technical Support Exclusion (CB) - CLO0063
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## Exclusion Reminder

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In order to protect your rights and benefits, please read and make sure you understand the terms of the insurance product wording, particularly the exclusions. Should you have any inquires about the wording, please contact our customer service or our insurance agency who will further explain to you.

In the event of loss or damage which may involve a claim under the insurance, the Insured shall immediately notify such loss or damage to Huatai P&C Insurance Company Limited.

One original policy issued in Shanghai on November 16, 2022.



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Huatai P&C Insurance Company Ltd.

## ***Commercial Errors Or Omissions Liability Claims-Made And Reported***

**(IAC# C00015430912020122801092)**

### **Insurance Contract**

**PLEASE READ THE ENTIRE POLICY CAREFULLY ESPECIALLY THE UNDERLINED PARTS WHICH EXEMPT THE COMPANY FROM LIABILITY UNDER THIS POLICY.**

Throughout this insurance contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organisations qualifying as a named **insured** under this insurance contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the named **insured**, other persons or organisations may qualify as **insureds**. Those persons or organisations and the conditions under which they qualify are identified in the Who Is An Insured section of this insurance contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this insurance contract.

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### ***Coverage***

*Commercial Errors  
Or Omissions  
Liability Coverage  
Claims-Made And  
Reported*

- A. Subject to all of the terms and conditions of this insurance, we will pay **loss** by reason of liability:
- imposed by law; or
  - assumed in an **insured contract**;
- for **financial injury** caused by a **wrongful act** to which this insurance applies, resulting from:
1. a defect, deficiency, inadequacy or dangerous condition:
    - a. in **your product**; or
    - b. in **your service**; or
  2. the failure:
    - a. of **your product** to perform; or
    - b. to perform **your service**;
- in accordance with the terms and conditions of a contract or agreement.
- B. This coverage applies only if:
1. such **wrongful act** was not first committed before the

- Retroactive Date shown in the Declarations or after the end of the policy period; and
2. a claim by a person or organisation for damages for such **financial injury** is both first made against any **insured** and reported to us in writing:
    - a. during:
      - i. the policy period; or
      - ii. any Extended Reporting Period we provide, as described in the Extended Reporting Period section of this insurance contract; or
    - b. in accordance with the provisions of the condition titled Notice Of Circumstances.
- C This coverage does not apply to any:
1. injury, **wrongful act**, claim, **suit** or other circumstance:
    - a. reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or
    - b. **deemed known**, before the beginning of the policy period, that could reasonably be expected to result in any payment under this insurance; or
  2. injury arising out of any
    - a. **wrongful act**; or
    - b. continuation or resumption of any **wrongful act**; **deemed known**, before the beginning of the policy period, to have been committed.
- D. For the purposes of this coverage:
1. a claim by a person or organisation for damages for the **financial injury** will be deemed to have been made, when:
    - a. notice of such claim is received and recorded by
      - i. any **insured**; or
      - ii. us; or
    - b. we, at our discretion, make a settlement;whichever comes first.
  2. such a claim will be deemed to have been reported to us during the applicable period described in subparagraph B.2. above, only if written notice of the claim is actually received and recorded by us not more than 30 days after the end of such period.

3. all claims made for damages for the **financial injury** to the same person or organisation will be deemed to have been made at the time the first of such claims is made against any **insured**.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided in the Investigation, Defence And Settlements and Supplementary Payments sections of this insurance contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

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***Investigation,  
Defence And  
Settlements***

Subject to all of the terms and conditions of this insurance, we, at our discretion, will have the right, but no obligation, to defend the **insured**. We may, at our discretion, require you to defend the **insured**. If we require you to defend the **insured**, then you must select and retain the lawyer to represent the **insured**:

- from a list of lawyers supplied to you by us; or
- with our prior written consent.

We are entitled to exercise all of the **insured**'s rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

If a **suit** is brought, we will pay reasonable lawyer fees and necessary litigation expenses, that are **claim adjustment expenses**, to defend:

- the **insured**; and
- if applicable, the party indemnified by the **insured**, provided the obligation to defend, or the cost of the defence of, such party has been assumed by such **insured** in an **insured contract**.

The payment of claims expenses (including legal expenses and investigation expenses) will reduce the Limits Of Insurance.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

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***Supplementary  
Payments***

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim or **suit** to which this insurance applies:

- reasonable expenses (other than **claim adjustment expenses**) incurred by the **insured** at our request to assist us in the

investigation of or defence against such claim or **suit**, including actual loss of earnings up to **China** Renminbi 2500 a day because of time off from work

- interest on the amount of a judgement or award that accrues after entry of the judgement or award and before we have paid, offered to pay or deposited in court the part of the judgement or award that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

**Coverage**  
**Territory**

Subject to all of the terms and conditions of this insurance, this insurance:

- applies only to **financial injury** caused by a **wrongful act** committed in **China**.
- does not apply to any damages, loss, cost or expense in connection with any **suit** brought outside **China**.

**Who Is An**  
**Insured**

*Self-employed  
business owner*

If you are a self-employed business owner, then you and your spouse are insureds; but you and your spouse are insureds only with respect to the conduct of a business of which you are the owner.

*Partnerships*

If you are a partnership, then you, your partner and the spouse are insureds; but they are insureds only with respect to the conduct of the partnership business.

*Limited liability  
company*

If the named insured is a limited liability company, then the named insured is an insured under the policy. The officers of the named insured can also be insureds, but only with respect to their performance of their duties. Shareholders can also be insureds, but only with respect to their performance of shareholder responsibilities.

*Other  
Organisations*

If the named insured is an organization other than a partnership or a limited liability company, the named insured and its officers and directors are insureds of this policy, but only with respect to their performance of their duties. Shareholders, associates, partners, or investors can also be insureds, but only with respect to their performance of their responsibilities as shareholders, associates,

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partners, or investors.

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*Employees*

Your employees are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

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*Subsidiary Or*

*Newly Acquired Or*

*Formed*

*Organisations*

If there is no other insurance available, the following organisations will qualify as named **insureds**:

- A. a **China** incorporated or registered subsidiary organisation of the Policy Holder shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such Policy Holder controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.
- B. a **China** incorporated or registered subsidiary organisation of the Policy Holder shown in the Declarations that such Policy Holder acquires or forms during the policy period, if at the time of loss such Policy Holder controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for **financial injury** caused by a **wrongful act** that was not first committed later than:
  1. 30 days after such acquisition or formation is executed; or
  2. the end of the policy period;whichever comes first.

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*Limitations On*

*Who Is*

*An Insured*

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organisations provision above, no person or organisation is an **insured** with respect to the conduct of any person or organisation that is not shown as a named **insured** in the Declarations.
- B. No person or organisation is an **insured** with respect to the:
  1. ownership, maintenance or use of any assets; or
  2. conduct of any person or organisation whose assets, business or organisation;



you acquire, either directly or indirectly, for any **financial injury** arising out of a **wrongful act** first committed, in whole or in part, before such acquisition is executed.

C. No person or organisation is an **insured** with respect to the:

1. ownership, maintenance or use of any assets you acquire;
2. conduct of any person or organisation whose assets, business or organisation you acquire; or
3. conduct of any organisation you form

during the policy period, either directly or indirectly, for any **financial injury** arising out of any **wrongful act** first committed later than:

- 30 days after such acquisition or formation is executed; or
- the end of the policy period;

whichever comes first, unless:

- you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
- we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; and
- you accept such terms and conditions and pay such premiums promptly when due.

D. No person or organisation is an **insured** with respect to the conduct of any organisation:

1. that is incorporated or registered outside **China**; or
2. if, at the time of loss, the securities of such organisation are, in whole or in part, listed or quoted on any investment or stock exchange outside **China**.

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**Limits Of  
Insurance**

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organisations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual

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period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

*Aggregate Limit* The Aggregate Limit is the most we will pay for the sum of all **loss** for **financial injury**.

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*Payments That Reduce The Limits Of Insurance* Any **loss** (including **claim adjustment expenses**) we pay will reduce the Limits Of Insurance.

Payments we make under the Supplementary Payments section of this contract will not reduce the Limits Of Insurance.

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**Exclusions** The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this insurance contract.

Adjustment, Inspection, Recall Or Replacement Expenses This insurance does not apply to any damages, loss, cost or expense incurred by any **insured** or others for any loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- any property containing or incorporating **your product;** or
- any property on which **your service** is or was performed.

This exclusion does not apply to **financial injury**, sustained by others, resulting from the loss of use of:

- **your product;**
- property containing or incorporating **your product;** or
- property on which **your service** was performed;
- in connection with the ownership, maintenance or use of **your product or your service.**

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Aircraft, Spacecraft, Aerial Or Aerospatial Device Or Missile Products This insurance does not apply to any damages, loss, cost or expense arising out of any watercraft product, automobile product, aircraft, spacecraft, aerial or aerospatial device or missile, or any related products, including any:

- article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any watercraft product, automobile product, aircraft, spacecraft, aerial or aerospatial device or missile, or furnished or used in connection therewith;

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- air or space communication, guidance or navigation system;
  - ground control, handling or support equipment or tools furnished or used in connection therewith;
  - equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
  - blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
  - engineering of other advice, instruction, labour or service relating to any of the foregoing.

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Asbestos

- A. This insurance does not apply to any damages, lost, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
  1. demand, order, request or regulatory or statutory 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 **asbestos**; or
  2. claim or proceeding by or on behalf of a governmental authority or others 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 **asbestos**.

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Bodily Injury

- A. This insurance does not apply to any damages, lost, cost or expense for any:
  - physical injury, sickness, disease or death; or
  - humiliation, mental anguish, mental injury or shock;sustained by any person at any time.
- B. Paragraph A. above does not apply to **financial injury**, sustained by others, resulting from their ownership, maintenance or use of **your product** or **your service**.

Notwithstanding paragraph B. above, this insurance does not apply to any obligation to pay any damages, loss, cost or expense or to share any

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damages, lost, cost or expense with or to repay any person or organization who must pay any damages, lost, cost or expense for any injury described in paragraph A. above.

Ceasing Support

This insurance does not apply to any damages, lost, cost or expense arising out of any actual, alleged or threatened decision by any **insured**:

- not to provide or support; or
- to cease to provide or support;

**your product or your service.**

Continuing

This insurance does not apply to any damages, lost, cost or expense arising out of that part of a **wrongful act** that continues or resumes after the later of the end of the policy period of:

Wrongful Acts

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
  1. is issued to you by us or by an affiliate of ours; and
  2. would otherwise apply to **financial injury**.

Contracts

This insurance does not apply to any damages, lost, cost or expense for which the **insured** is obligated by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to:

- the liability for **loss** to which this insurance applies, that such **insured** would have in the absence of such contract or agreement;
- the **insured's** liability for **loss**, to which this insurance applies, for **financial injury** resulting from a **wrongful act** committed by or on behalf of the **insured**; or
- the liability for **loss** assumed in a contract or agreement that is an **insured contract** (for **financial injury**).

Notwithstanding anything to the contrary set forth above, this insurance does not apply to any damages, lost, cost or expense arising out of any **wrongful act** committed, in whole or in part (including any continuation or resumption of any such **wrongful act** at any time), before such contract or agreement is executed.

Damage to Property

- A. This insurance does not apply to any damages, loss, cost or expense for any:

1. physical injury; or

2. **financial injury**, because tangible property cannot be used or is less useful, in connection with any physical injury;

to any tangible property.

Tangible property does not include software, data or other information that is in electronic form.

B. This insurance does not apply to any obligation to pay any damages, loss, cost or expense or to share any damages, loss, cost or expense with or to repay any person or organization who must pay any damages, loss, cost or expense for any injury or damage described in paragraph A. above.

Delay In Delivery  
Of Or Failure To  
Deliver Your  
Product

This insurance does not apply to any damages, lost, cost or expense arising out of any actual, alleged or threatened:

- delay in delivery of; or
- failure to deliver;

**your product** or any part or phase of **your product**.

Delay In  
Performance Of Or  
Failure To Begin  
Your Service

This insurance does not apply to any damages, lost, cost or expense arising out of any actual, alleged or threatened:

- delay in performance of; or
- failure to begin;

**your service** or any part or phase of **your service**

Dishonesty

This insurance does not apply to any damages, lost, cost or expense arising out of any dishonest, criminal, fraudulent or malicious conduct committed by or with the consent or knowledge of the **insured**.

Employment-  
Related Practices

A. This insurance does not apply to any damages, loss, cost or expense sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;

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7. a. eviction; or  
b. invasion or other violation of any right of occupancy
8. failure or refusal to advance, compensate, employ or promote;
9. invasion or other violation of any right of privacy or publicity;
10. termination of employment; or
11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.

B. This insurance does not apply to any damages, loss, cost or expense sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

Paragraphs A. and B. above apply:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

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Enhancement,  
Maintenance Or  
Prevention  
Expenses

This insurance does not apply to any loss, cost or expense incurred by any **insured** or others for any:

- enhancement or maintenance of any property; or
- prevention of any **financial injury** to any person or organisation.

This exclusion does not apply to **financial injury**, sustained by others, resulting from the loss of use of:

- **your product;**
  - property containing or incorporating **your product;** or
  - property on which **your service** was performed;
- in connection with the ownership, maintenance or use of **your product or your service.**

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Expected Or  
Intended Financial  
Injury

This insurance does not apply to any damages, lost, cost or expense arising out of any act that:

- is intended by the **insured;** or
  - would be expected from the standpoint of a reasonable person in
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the circumstances of the **insured**,

to cause injury or damage, even if the actual injury of damage is of a different degree or type than intended or expected.

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Financial  
Impairment Of  
Insureds

This insurance does not apply to any damages, lost, cost or expense arising out of any bankruptcy, insolvency or other financial impairment of any **insured**.

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Governmental  
Claims Or  
Proceedings

This insurance does not apply to any damages, loss, cost or expense arising out of any claim or proceeding made by or on behalf of any governmental authority.

This exclusion does not apply to **financial injury** sustained by a governmental authority resulting from their ownership, maintenance or use of **your product** or **your service**

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Injury To Insureds  
Or Affiliates

This insurance does not apply to any damages, lost, cost or expense sustained by any:

- A. **insured**;
- B. person or organisation that controls, either directly or indirectly, interests entitled to vote generally in the election of the governing body of any organisation that is an **insured**;
- C. subsidiary organisation of any **insured**;
- D. member or partner of any partnership or joint venture in which any **insured** has any interest;
- E. director, **officer**, shareholder, employee, custodian of property or legal representative of any organisation described above; or
- F. spouse of any person described above.

This exclusion does not apply to **financial injury** sustained by a person or organisation described in paragraph A above, who is:

- an additional **insured** under this insurance by an endorsement made a part of this insurance contract;
- otherwise a third party; and
- not a person or organisation described in subparagraphs B., C., D., E. or F. above.

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Intellectual  
Property Laws Or  
Rights

This insurance does not apply to any actual or alleged **bodily injury** or **property damage** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
  - infringement or violation;
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by any person or organisation (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

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Maintenance Of  
Contracts Or  
Licenses

This insurance does not apply to any damages, lost, cost or expense arising out of any actual, alleged or threatened:

- failure to effect, maintain, procure or secure; or
- cancellation, lapse, modification, nonrenewal, revocation, suspension or other impairment of;

in whole or in part at any time any bond, insurance, lease, license, order, permit or other contract or agreement that any **insured** is obligated to maintain, procure or secure in connection with **your product or your service**.

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Multiplied Or  
Punitive Damages,  
Or Penalties

This insurance does not apply to any:

- exemplary or punitive damages;
- fine or other penalty; or
- multiple portion of any multiplied damages award.

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Nuclear Energy

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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Personal Or  
Reputational  
Injuries

This insurance does not apply to any actual or alleged any damages, lost, cost or expense arising out of or in any way related to any actual, alleged or threatened:

- A. arrest, detention or imprisonment of any person;
  - B. defamation or disparagement;
  - C. discrimination, harassment or segregation;
  - D. 1. eviction; or  
2. invasion or other violation of any right of occupancy;
  - E. invasion or other violation of any right of privacy or publicity; or
  - F. prosecution of any person or organisation;
- committed by any person or organisation (including any insured),



regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury in the absence of any such actual, alleged or threatened offence described above.

Pollution

A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.

B. This insurance does not apply to any damages, loss, cost or expense arising out of any:

1. demand, order, request or regulatory or statutory 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

2. claim or proceeding by or on behalf of a governmental authority or others 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**.

Paragraphs A. and B. above apply regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Professional Services, Specific

This insurance does not apply to any damages, loss, cost or expense arising out of the rendering of or failure to render any professional service, advice or instruction described in the Schedule Of Excluded Professional Services, regardless of whether or not:

- a claim is made by any client or any other person or organisation; or
- any such service, advice or instruction is ordinary to any **insured's** profession.

**SCHEDULE OF EXCLUDED PROFESSIONAL SERVICES**

- accounting service, advice or instruction
- actuarial service, advice or instruction
- architecture, engineering or surveying service, advice or instruction
- legal service, advice or instruction
- **healthcare service** advice or instruction

Security Breach Or Unauthorised Access

This insurance does not apply to any actual or alleged any damages, lost, cost or expense arising out of or in any way related to any actual, alleged or threatened security breach of, unauthorised access to or

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unauthorised use of:

- A. **your product;**
  - B. any property containing or incorporating **your product;** or
  - C. any property on which **your service** is or was performed;
- by any person or organisation (including any **insured**), regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury in the absence of any such actual, alleged or threatened breach, access or use.

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Terrorism

This insurance does not apply to any damages, loss, cost or expense arising out of any act of terrorism.

For the purpose of this insurance, an act of terrorism means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This insurance also excludes any damages, loss, cost or expense arising out of any action in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon you.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.

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War

This insurance does not apply to any damages, loss, cost or expense arising, directly or indirectly, out of:

- war, including undeclared or civil war;
- warlike action by a military force, including any action in hindering or defending against any actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;  
or
- insurrection, rebellion, revolution or usurped power, including any action by any governmental authority in hindering or defending against any of these;

regardless of whether this insurance would otherwise apply to all or part of any such damages, loss, cost or expense in the absence of any of

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the foregoing.

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Workers'  
Compensation Or  
Similar Laws

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This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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**Extended**  
**Reporting**  
**Periods**

*When Extended*  
*Reporting Periods*  
*Apply*

We will automatically provide a Basic Extended Reporting Period and, if you purchase it, a Supplemental Extended Reporting Period, if:

- A. this insurance is canceled or not renewed; or
- B. we renew or replace this insurance with other insurance that:
  - 1. has a retroactive date later than the Retroactive Date shown in the Declarations for this insurance; or
  - 2. does not apply on a claims-made basis.

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*How The Extended*  
*Reporting Periods*  
*Applies*

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Extended Reporting Periods:

- A. applies only to claims that are both first made against any **insured** and reported to us in writing during such period, for damages for injury caused by a **wrongful act** that was not first committed before the Retroactive Date shown in the Declarations or after the end of the policy period.
- B. do not:
  - 1. extend the policy period or change the scope of coverage provided;
  - 2. reinstate or increase the Limits Of Insurance; or
  - 3. apply to any injury, **wrongful act**, claim, **suit** or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the Extended Reporting Period.
- C. may not be canceled once in effect.
- D. is available, only by an endorsement and for an additional premium, subject to the following provisions

If purchased, this period begins with the end of the policy period and lasts no longer than three years.

Claims that are actually both first made and reported to us in writing during this Extended Reporting Period will be deemed to have been made during the policy period.

You must give us a written request to purchase the Extended Reporting Period within 30 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200 percent of the annual premium for this insurance.

The Extended Reporting Period Endorsement will set forth the terms and conditions, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other insurance in force after the Extended Reporting Period begins.

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### **Conditions**

#### **Assignment**

You must advise us in writing of any assignment of the subject matter of insurance as soon as practicable.

If such assignment causes an apparent increase in exposure, then we may, within 30 days from the day we receive the notice of assignment mentioned above, and at our sole discretion, increase the insurance premium applicable to this insurance contract or cancel this insurance contract.

We shall not be liable for any loss resulting from the apparent increase in exposure caused by such assignment if you have failed to give us notice of assignment as outlined above.

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#### **Audit Of Books And Records**

We may audit your books and records as they relate to this insurance at any time during the term of this insurance and up to 3 years afterwards.

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#### **Cancellation**

The Policy Holder may cancel this insurance or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

Except as provided for in the Conditions titled Assignment, Notification of Increase in Exposure, and Representation, we may cancel this insurance or any of its individual coverages at any time by sending to the Policy Holder a notice 60 days (10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the Policy Holder's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof

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of notice.

The earned premium will be computed on a pro rata basis. Unless otherwise provided, any unearned premium will be returned as soon as practicable.

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*Changes*

This insurance can only be changed by a written endorsement that becomes part of this insurance. The endorsement must be signed by one of our authorised representatives.

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*Conformance*

In the event any term or condition of this insurance is found to be invalid, illegal or unenforceable, in whole or in part, such term or condition or part thereof shall be deemed not to apply to this insurance. However, the validity, legality and enforceability of all other terms and conditions remains unchanged.

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*Compliance With  
Applicable Trade  
Sanction Laws*

For any risks that may cause the (re)insurer to violate the United Nations economic and trade sanctions resolutions or to violate the relevant laws and regulations on sanctions, embargoes or restrictions of the European Union, the United Kingdom, and the United States, the (re)insurer does not provide (re)insurance protection and shall not be liable for (re)insurance compensation under any circumstances.

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*Currency*

All premiums, limits, deductibles, retentions, loss and other amounts under this insurance contract are deemed to be expressed and payable in **China** Renminbi currency. If judgment is rendered, settlement is denominated or another element of loss is expressed in currency other than **China** Renminbi, then the payment under this insurance shall be made in **China** Renminbi at the standard rate of exchange published by the People's Bank of China on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

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*Duties In The  
Event Of Claim,  
Suit Or Other Loss  
Circumstance*

- A. You must see to it that we and any other insurers are notified as soon as practicable of any wrongful act that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **wrongful act** happened;
  2. the names and addresses of any injured persons and organisations and any witnesses; and
  3. the nature of any injury arising out of the **wrongful act**.
- Notice of a **wrongful act** is not notice of a claim.
- B. If a claim is made or **suit** is brought against any **insured**, you

must:

1. immediately record the specifics of the claim or **suit** and the date received;
2. notify us and other insurers as soon as practicable; and
3. see to it that we receive written notice of the claim or **suit** as soon as practicable.

Unless we are made aware of the claim or **suit** in a timely fashion through sources other than you, or should have been made so aware, we will not be liable for the portion of the loss that cannot be determined as a result of your failure, either knowingly or due to gross negligence, to give us the notice of claim or **suit** as required herein, provided that such failure makes the loss difficult to be ascertained in respect of its nature, cause, or extent.

C. You and any other involved **insured** must:

1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
2. provide us with information and materials requested in the claim guidelines provided to you upon receiving the notice of claim or **suit**;
3. authorise us to obtain records and other information;
4. cooperate with us and other insurers in the:
  - a. investigation or settlement of the claim; or
  - b. defence against the **suit**;
5. allow us all reasonable access to your premises, records and other information; and
6. assist us, upon our request, in the enforcement of any right against any person or organisation that may be liable to the **insured** because of loss to which this insurance may also apply.

D. If we consider that the claim materials provided are not sufficient, then we shall ask at one time in a timely fashion for supplementary proof of loss or other materials.

E. We will make a determination as to our coverage position on any claim or **suit** in a timely fashion after we receive full information in accordance with your obligations outlined in the paragraphs of this condition above. Should the circumstances of the claim or **suit** be complicated to the extent that we are unable to determine

our coverage position within 30 days of receiving full information from you, then we shall advise you of a reasonable longer period required, and notify you in a timely fashion once the determination is made within that period. For any claim or **suit** covered by this policy, we shall make the payment within 10 days or the period stated in the settlement agreement reached. If it is determined that such claim or **suit** is not covered by this policy, a notice with explanation shall be sent to you within 3 days of the date that our coverage determination is made.

- F. If the amount of loss can not be determined in 60 days after we receive full information in accordance with your obligations outlined in the paragraphs of this condition above, we will advance the payment for that part of the loss that may be determined at that time. When the final settlement amount of loss is determined, we shall make the payment for the balance.
- G. No **insured** may make any admission in respect of, nor offer to settle, any claim or **suit** without our prior written consent.
- H. No **insured** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense without our prior written consent.
- I. Notice to us under this insurance shall be given in writing addressed to:
- Notice of Claim  
*Claim Department Manager*  
*At the address of the Company shown in the Declarations*
- All other Notices  
*Underwriting Manager*  
*At the address of the Company shown in the Declarations*

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*Policyholder*

The person or organisation first named in the Declarations is the policyholder and is primarily responsible for payment of all premiums. The policyholder will act on behalf of all other **insureds** for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this insurance.

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*Inspections And  
Surveys*

We have the right but are not obligated to:

- make inspections and surveys at any time;
  - give you reports on the conditions we find; and
  - recommend changes.
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Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public. We also do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organisations which make insurance inspections, surveys, reports or recommendations that are used by us to determine insurability and the premiums to be charged.

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*Legal Action  
Against Us And  
Governing Law*

No person or organisation has a right under this insurance to make a claim or join us as a party or otherwise bring us into a **suit** seeking damages from an **insured** unless the **insured** fails to make a claim against us.

A person or organisation may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for any damages, loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits Of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of **China**. Any dispute arising out of or in connection with this insurance between you and us, subject to your choice indicated in the relevant application form, shall be submitted to the court where the defendant is domiciled for a judgment or to the Shanghai International Arbitration Center or its successor(s) ("SHIAC") for arbitration in Shanghai which shall be conducted in accordance with the Arbitration Rules of SHIAC in effect at the time of applying for arbitration save and except for any modification made hereunder or otherwise agreed by you and us. The arbitral award shall be final and binding on you and us.

The arbitration tribunal shall consist of three arbitrators. You and we shall each appoint one arbitrator. You and we shall jointly appoint the third arbitrator, provided that if you and we fail jointly to appoint the third arbitrator within 20 days from the date from which the



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Respondent receives the Notice of Arbitration, then you and we hereby designate the Chairman of SHIAC as the appointing authority hereunder.

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*Notice Of  
Circumstances*

A. If, prior to the end of the policy period, you become aware of a circumstance that has resulted or could result in injury or damage to which this insurance applies, a claim for damages for such injury or damage will be deemed to have been made during the policy period, provided:

1. you see to it that we receive written notice of such circumstance as soon as practicable and during the policy period; and
2. such claim is actually first made against any **insured** and reported to us in writing before the later of the end of:
  - a. the policy period of this insurance;
  - b. the policy period of a subsequent, continuous renewal or replacement of this insurance, that is issued to you by us or by an affiliate of ours;
  - c. any extended reporting period exercised under the insurance described in subparagraph A.2.a. or A.2.b. above.

Notification must be in accordance with paragraphs A. and B. of the condition titled Duties In The Event Of Claim, Suit Or Other Loss Circumstance.

B. Coverage hereunder:

1. applies only to claims for damages for injury or damage that did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period.
2. does not:
  - a. extend the policy period or increase the scope of coverage provided;
  - b. reinstate or increase the Limits Of Insurance; or
  - c. apply to any:
    - i. injury, wrongful act, claim, suit or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or
    - ii. claim that is covered under any other insurance

(including any subsequent insurance you purchase), or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.

*Notice Of Increase  
In Exposure*

You must advise us in writing of any apparent increase in exposure of the subject matter of insurance during the policy period of this policy. Upon receipt of such advice, we may, at our sole discretion, increase the insurance premium applicable to this insurance contract or cancel this insurance contract.

We shall not be liable for any loss resulting from the apparent increase in exposure if you have failed to give us notice of such apparent increase in exposure as described above.

*Other Insurance*

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

*Excess Insurance*

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- provided to you by any person or organisation working under contract or agreement for you.
- under which you are included as an insured.
- that has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

This insurance is also excess over any insurance whose policy period begins or continues after the Extended Reporting Period begins.

We will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

*Method of Sharing*

If all of the other insurance permits contribution by equal shares, we

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will follow this method also. Under this method each contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever comes first.

If any of the other insurance or any bond does not permit contribution by equal shares, we will contribute by limits. Under this method, each party's share is based on the ratio of its applicable limits to the total applicable limits of all.

#### *Non Accumulation Of Limits Of Insurance*

If this insurance contract is one of several insurance contracts issued by us or other member companies of the Group to you, and/or your subsidiary organisations, any claim or **suit** which could be covered under two or more insurance contracts will be subject to the limits of insurance under the insurance contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one insurance contract.

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#### *Premium*

Premiums shown in the Declarations as a deposit premium shall be credited to the amount of the earned premium due at the end of the policy period. At the end of the policy period, or any part of the policy period which ends with the termination of the policy, the earned premium shall be calculated for such period and, upon notice to the named **insured**, shall become due and payable. If the total earned premium is less than the premium previously paid we will return to you the difference, provided that the adjusted premium is not less than the minimum premium indicated in the Declarations.

You shall keep records of such information as is necessary for premium calculation and shall send copies of such records to us at the end of the policy period or during the policy period as we may request.

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#### *Representations*

By accepting this insurance, you agree that:

- A. the representations and statements contained in any **application** including, for the avoidance of doubt, any other information submitted to us by you or by any person or organisation on behalf of any **insured** or any other party to this insurance contract in applying for this insurance:
1. are accurate and complete;
  2. were made to induce our reliance upon them;
  3. were made on behalf of all **insureds**;
  4. are material to our decision to provide coverage; and

5. shall form the basis of this insurance contract and are considered as incorporated in and constituting part of this insurance.

B. we have issued this insurance in reliance upon such representations and statements. In the event any **application** or any part thereof contains misrepresentations or non-disclosures made knowingly or due to gross negligence which affect:

1. our acceptance of the risk; or
2. the premium we charged;

we will have the right to cancel this policy within 30 days from the date we are aware of the cause of cancellation or two years from the formation of this contract, whichever is earlier, or we will be liable to pay any damages, loss, cost or expense in connection with a claim or **suit** to which this coverage applies.

If you fail knowingly to perform the obligation of making full and accurate representations and statements, we will not be liable to pay any damages, loss, cost or expense in connection with a claim or **suit** prior to the cancellation, and will not return any premium after cancellation.

If you fail due to gross negligence to perform the obligation of making full and accurate representations and statements, which has material connection with the claim or **suit**, we will not be liable to pay any damages, loss, cost or expense in connection with such claim or **suit** prior to the cancellation, but will return the premium after cancellation.

We may not cancel the policy if we were aware at the time when entering into the contract that you had made any misrepresentations or non-disclosures in the **application**, and shall be liable to pay any damages, loss, cost or expense in connection with a claim or **suit** to which this coverage applies.

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*Separation Of Insureds*

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the Policy Holder, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

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*Time Limit*

Subject to “*Commercial Errors Or Omissions Liability Claims-made*”

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*And Reported*” under Coverage, the time limit for an **insured** to commence any formal proceedings under this policy against us is subject to current laws and regulations, from the date the **insured** is aware or should be aware of the claim or **suit** to which this insurance applies.

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*Titles Of Paragraphs*

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

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*Transfer Of Rights Of Recovery Against Others*

The **insured**'s rights to recover all or part of any payment made under this insurance are transferred to us. The **insured** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable us to effectively bring claim under the laws of the jurisdiction where the subrogation rights are claimed.

Where the **insured** waives such rights after a claim is made or a **suit** is brought against the **insured**, we shall not be liable to make any payment for damages, loss, cost or expense in connection with such claim or **suit**. Any such waiver made without our prior consent after we make such payment is void.

If we are not able to exercise our rights of recovery as a result of any **insured**'s intentional act or gross negligence, we may reduce our payment for damages, loss, cost or expense, or request a refund of any such payment made.

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**Definitions**

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

*Agreed Settlement*

**Agreed settlement** means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

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*Application*

**Application** means any application for coverage and other information submitted to us by you or by any person or organisation on behalf of any **insured** or any other party to this insurance contract in applying for this insurance.

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*Asbestos*

**Asbestos** means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

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*China*

**China** means the People's Republic of China (except Hong Kong, Macau and Taiwan).

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*Claim Adjustment Expenses*

**Claim adjustment expenses:**

A. means:

1. reasonable legal and paralegal fees and salaries (including those of lawyers and paralegals who are our employees).
2. reasonable expenses relating to a **suit** to which this insurance applies, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
3. the cost of:
  - a. bail bonds; or
  - b. bonds required to release attachments; but only for:
    - bonds in connection with a **suit** to which this insurance applies; and
    - bond amounts within the available Limits Of Insurance.
  - c. costs taxed against the **insured** in a **suit** to which this insurance applies.
  - d. the reasonable cost and expense of any investigation that we undertake at our discretion after receiving notice from you or any other person or organisation, regardless of whether such notice constitutes a claim or **suit**.
  - e. other reasonable expenses that we allocate to a specific claim or **suit**.

B. does not include:

1. a. any legal fees or litigation expenses; or
  - b. any other loss, cost or expense;in connection with any injunction or other equitable relief.
2. any fine or other penalty.
3. the salaries or expenses of our employees (other than those described in subparagraph A.1. above) or any salaries or expenses of any **insured**'s employees or directors, members, **officers**, partners or workers (whether or not an employee).

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*Deemed Known*

**Deemed known** means known by, or that should have been known

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from the standpoint of a reasonable person in the circumstances of:

- you; or
- any of your directors, members, **officers** or partners (whether or not an employee). **Officer** will be deemed to include an **officer's** designee.

Such injury, damage, claim, **suit** or circumstance, as applicable, will be **deemed known** at the earliest time when any such person described above:

- A. reports all, or any part, of the injury, damage, claim, **suit** or circumstance to us or any other insurer;
- B. receives a claim for damages in connection with the injury, damage or circumstance; or
- C. becomes aware:
  - 1. that the injury has occurred or has begun to occur;
  - 2. that the **wrongful act** has been committed or has begun; or
  - 3. of any actual, alleged or threatened injury, **wrongful act**, claim or **suit** in connection with the circumstance.

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*Financial Injury*

Financial injury:

- A. means economic injury sustained by a person or organisation because their property, including software, data and other information that is in electronic form:
  - 1. cannot be used; or
  - 2. is less useful.
- B. includes only that part of economic injury, described in subparagraph A. above, which results from **your product** or **your service**, or a part or phase of **your product** or **your service**, that has been accepted.

**Your product** or **your service**, or a part or phase of **your product** or **your service**, will be deemed accepted only when and only to the extent that such product or service (or such part or phase) has been accepted pursuant to the acceptance criteria in effect at the time of acceptance.

But, in no event will such:

- product be deemed accepted unless and until possession of the product has been relinquished to perform the function or serve the purpose intended.

- service be deemed accepted unless and until the service has begun.

*Healthcare Service*

**Healthcare service** means any:

- cosmetic service, advice instruction or treatment;
- dental, medical, nursing, physiotherapy, surgical or x-ray service, advice, instruction or treatment;
- handling or treatment of dead bodies, including autopsies, organ donations or other procedures;
- health or therapeutic service, advice, instruction or treatment;
- related dispensing or furnishing of any beverages or food, or any cosmetic, dietary supplement, drug, medical device or other dental, medical or surgical appliances or supplies.

*Insured*

**Insured** means a person or an organisation qualifying as an **insured** in the Who Is An Insured section of this insurance contract.

*Insured Contract*

**Insured contract** means a contract or agreement pertaining to your business in which you assume the liability of another person or organisation for **financial injury** sustained by a third person or organisation, that is caused by a **wrongful act**, to which this insurance applies, committed by you or on your behalf.

*Intellectual*

*Property Law Or Right*

**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

*Loss*

**Loss:**

A. means:

1. damages that the **insured** becomes legally obligated to pay; and
2. **claim adjustment expenses** related to a claim or **suit**, to which this insurance applies, that seeks such damages



B. does not include any:

1. consideration owed or paid to any **insured** in connection with **your product** or **your service**, including any restitution or return of any charges or fees;
2. damages, loss, cost or expense to perform any obligation assumed by or on behalf of any **insured**; or
3. other damages, loss, cost or expense incurred, or agreed to, by or on behalf of any **insured**, except in an **agreed settlement**.

*Officer*

**Officer** means a person holding any of the officer positions created by an organisation's charter, constitution, articles of association, by-laws or any other similar governing document or any similar positions within an organisation.

*Pollutants*

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

*Suit*

**Suit** means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

*Wrongful Act*

**Wrongful act:**

- means an error, unintentional omission or negligent act.
- includes all related **wrongful acts** and all series of continuous, repeated or related **wrongful acts**.

*Your Product*

**Your product:**

A. means any:

1. goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:
  - you;
  - others trading under your name; or
  - a person or organisation whose assets or business you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with:
  - a. such goods or products; or

b. **your service.**

B. includes:

1. representations or warranties made with respect to the fitness, performance, quality or use of **your product**;
2. the providing of or failure to provide instructions or warnings in connection with **your product**; and
3. **your service** performed in connection with **your product**.

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*Your Service*

**Your service:**

A. means any services (including related consulting, staffing, training and other support services) performed by:

- you or on your behalf; or
- a person or organisation whose assets or business you have acquired.

B. includes:

1. representations or warranties made with respect to the durability, fitness, performance, quality or use of the **your service**; and
2. the providing of or failure to provide instructions or warnings.

## Currency Clause - CLO0006

(IAC# C00015430922020123019511)

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### **Conditions**

#### *Currency*

All premiums, limits, deductibles, retentions, loss and other amounts under this policy are deemed to be expressed and payable in United States of America Dollars. If judgment is rendered, settlement is denominated or another element of loss under this policy is expressed in currency other than United States of America Dollars, then the payment under this insurance shall be made in United States of America Dollars at the mid rate of exchange published in the Asian Wall Street Journal (or, if it has ceased to be in publication, a similar business publication) on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

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All other terms and conditions remain unchanged.

## Deductible Clause - CLO0025

(IAC# C00015430922020122816221)

This Endorsement applies to the Policy described above.

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The following provision is added.

### **Deductible**

This insurance applies only to that part of **loss** which exceeds the amount of the Deductible shown in the Schedule.

The **insureds** are obligated to pay the amounts of **loss**, to which this insurance would otherwise apply, up to the amounts of such Deductible. The **insureds** are required to pay the amounts of the Deductible, as incurred.

The Deductible applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

The Deductible applies separately to the sum of **loss** for **financial injury** arising out of each **wrongful act**.

The terms and conditions of this insurance, including those with respect to:

- our right to defend the **insured**; and
- the **insureds**' duties in the event of **wrongful act**, claim or **suit**;

continue to apply, regardless of the application of any Deductible.

We may, at our discretion, pay any part of the Deductible to effect any settlement and, upon notification of such action taken, the first named **insured** shown in the Declarations shall promptly reimburse us in full for the amount of any Deductible and reasonable related costs and expenses paid by us. Failure to promptly reimburse us shall be deemed a request by the first named **insured** to cancel this insurance as of the date such reimbursement is due.

The Deductible shall be applied to the amount of **loss** before the application of any Co-Payment Percent, as described in the Co-Payment section of this insurance contract.

The Deductible will not reduce the Limits Of Insurance.

All other terms and conditions remain unchanged.

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### **Schedule**

Deductible: USD 50,000.00 each claim in respect of damage and claim adjustment expense

## Premium Payment Warranty (B) - CLS0002

(IAC# C00015430922020121124652)

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***Premium  
Payment  
Warranty (B)***

Notwithstanding anything to the contrary in this insurance policy, it is hereby understood and agreed that, the policyholder shall pay the entire premium to us within period shown in the Schedule.

**If the policyholder has not paid the premium within agreed time, we are entitled to terminate the insurance policy in written notice. We shall at least notify the policyholder 10 days before the terminate date stated in the notice.** If the policyholder pays the entire premium before the termination date, the termination notice will be cancelled automatically. **Otherwise, the insurance policy will be terminated automatically on the termination date stated in the notice.**

**If the insurance policy is terminated, the policyholder shall pay the premium during the insurance period on a pro rata basis; but if any loss occurs before the termination of the insurance policy and results in any claim under the insurance policy, the policyholder shall pay the entire premium.**

If any competent court or administrative body rules that part of this clause is invalid or unenforceable, other parts of the insurance policy remain effective.

All other terms and conditions of the insurance policy remain unchanged.

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### Schedule

Premium Payment Period:

Within 30 days from the Policy Inception Date

## **Limitation Of Coverage To Designated Products Or Services - CLO0034**

(IAC# C00015430922020122801962)

This Endorsement applies to the Policy described above.

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Under Coverage, the following provision is added.

### ***Coverage***

*Limitation Of  
Coverage To  
Designated  
Products Or  
Services*

This insurance only applies to **financial injury** arising out of **your product** or **your service** designated below.

All other terms and conditions remain unchanged.

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### **Schedule**

Designated Products or Services:

Solar Modules sold to worldwide excluding USA/Canada.

## Coverage Territory Clause - CLO0024

**PLEASE READ THE ENDORSEMENT CAREFULLY ESPECIALLY THE UNDERLINED PARTS WHICH EXEMPT THE COMPANY FROM LIABILITY UNDER THIS POLICY.**

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***Coverage  
territory***

It is understood and agreed that “Coverage territory” in the policy means  
Schedule listed area.

All other terms and conditions remain unchanged.

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### **Schedule**

Coverage Territory: Worldwide excluding USA/Canada

## Data Risk & Cyber Liability Absolute Exclusion - CLO0001

(IAC# C00015430922020122816581)

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### **Exclusions**

*DATA RISK &  
CYBER LIABILITY  
ABSOLUTE  
EXCLUSION*

This Policy does not indemnify the Insured or any other person for any liability directly or indirectly caused by, arising out of or in any way connected with:

#### **Data Risk**

any modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of **Data** or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains **Data**.

#### **Cyber**

by or on behalf of the Insured.

- (i) owned, operated, controlled, leased or used; or
- (ii) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed;

#### any **Computer System**:

- (i) unauthorised access (including access by **Malware**) to;
- (ii) the presence of **Malware** on;
- (iii) the spread of **Malware** by;
- (iv) the unauthorised use of;
- (v) the malicious use of; or
- (vi) malicious interference with (including, but not limited to, a distributed denial of service attack against);

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For the purposes of this Exclusion, the following new Definitions are added to this Policy.

### **Definition**

*Computer System*

**Computer System** means

any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the

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internet or internal network or that are connected through data storage or other devices.

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*Data*

**Data** means

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

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*Malware*

**Malware** means

programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or **Data** within, any software or **Computer System**, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

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All other terms and conditions remain unchanged.

## **Sanction Limitation and Exclusion (A)(CB) - CLO0003**

(IAC# C00015430922021010510951)

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### **Exclusions**

Sanction Limitation and Exclusion (A) No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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All other terms and conditions remain unchanged.

## Infrastructure And Service Interruption Base Exclusion (CB) - CLO0062

(IAC# C00015430922021050664431)

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### **Exclusions**

*Infrastructure And  
Service Interruption  
Base Exclusion*

It is agreed that this policy is amended as follows:

**We shall not be liable for Loss:**

alleging, based upon, arising out of or attributable to any failure, disturbance, interruption, or outage to:

1. electricity, including any surge, spike, brownout, or blackout, unless such **Loss** is in respect of a power failure, surge or diminution of an electrical system under your direct operational control, and which is a result of a **Computer Malicious Act**; and/or **Unauthorised Use or Access**; and/or a failure of **Network Security**;
2. gas;
3. water;
4. satellite;
5. any Internet infrastructure or telecommunications infrastructure, which is owned, operated, or controlled by a **Third Party** with whom **you** do not have a direct written contract; or
6. Internet access or telecommunications services, including any Domain Name System (“DNS”) Top-Level Domain or DNS Root Zone service.

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All other terms and conditions remain unchanged.

## SolarWinds Orion Exclusion (CB) - CLO0064

(IAC# C00015430922021050664481)

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### **Exclusions**

*SolarWinds Orion* It is agreed that this policy is amended as follows:

**We shall not be liable for Loss:**

**alleging, based upon, arising out of or attributable to any SolarWinds Orion network monitoring products or your use of the SolarWinds Orion Platform, where, at the time of the Act and/or Cyber Extortion Event:**

1. **you have not taken the mitigation steps recommended by SolarWinds in relation to the cyberattack that was reported by SolarWinds on 13th December 2020; and**
  2. **such SolarWinds network monitoring products have not been upgraded to the most recently released Orion Platform version and hotfix update recommended by SolarWorks at the time of such Act and/or Cyber Extortion Event.**
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All other terms and conditions remain unchanged.

## **Loss of Technical Support Exclusion (CB) - CLO0063**

(IAC# C00015431922021060190931)

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### ***Exclusions***

*Loss of Technical Support*

By way of endorsement to the Policy, the parties are hereby agreed as follows:

**We shall not be liable for Loss:**

alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, as a result of, or in any way involving or related to any software or hardware which has reached end-of-life or end-of-support status, or where the vendor's technical support for any software or hardware has expired, been withdrawn, or is no longer available.

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All other terms and conditions remain unchanged.

## Contact Us

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Chubb Business Unit

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