



安达保险有限公司  
上海市浦东新区  
世纪大道1229号801室  
邮编：200122

Chubb Insurance Company Limited  
Unit 801, No. 1229 Century Avenue  
Pudong, Shanghai  
200122, P.R.C.

电话/O: (86 21) 2325 6688  
传真/F: (86 21) 5292 5880  
服务热线/Service Hotline: 400 889 2120  
www.chubb.com.cn

*Commercial Liability Insurance*

*Products-Completed Operations Liability*

*-Claims made*

**FOR**

**LEAPTON SOLAR (CHANGSHU) CO., LTD.**



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## *Products-Completed Operation Liability-Claims made*

### *Schedule of Forms 75-02-0009 (Ed. 03-04)*

Policy Period	From September 22, 2018 to September 22, 2019
Effective Date	September 22, 2018
Policy Number	93527288
Named Insured	LEAPTON SOLAR (CHANGSHU) CO., LTD.
Name of Company	Chubb Insurance Company Limited
Date Issued	September 13, 2018

The following is a Schedule of Forms issued as of the date shown above:

<b>Form Number</b>	<b>Edition Date</b>	<b>Form Name</b>	<b>Effective Date</b>	<b>Date Issued</b>
75-02-0025	03-04	Commercial Liability Insurance Title Page	September 22, 2018	September 13, 2018
75-02-0009	03-04	Commercial Liability Insurance Schedule of Forms	September 22, 2018	September 13, 2018
75-02-0031	03-04	Commercial Liability Insurance Declarations	September 22, 2018	September 13, 2018
75-02-0004	03-04	Commercial Liability Insurance Products-Completed Operations Liability-Claims made	September 22, 2018	September 13, 2018
75-02-0034	03-04	Defense cost within the limit	September 22, 2018	September 13, 2018
75-02-0012	03-04	Currency clause	September 22, 2018	September 13, 2018
75-02-0351	06-08	Deductible clause	September 22, 2018	September 13, 2018
75-02-0056	05-08	Limitation to Designated Product	September 22, 2018	September 13, 2018
75-02-0020	03-04	Coverage Territory - Worldwide Except <b>United States/Canada</b>	September 22, 2018	September 13, 2018
75-02-0042	03-04	Exclusion-Lead	September 22, 2018	September 13, 2018
CLS0002		Premium Payment Warranty (B)	September 22, 2018	September 13, 2018
75-02-0384	01-10	Contract Works Activities Exclusion	September 22, 2018	September 13, 2018
CLH0002		ABSOLUTE EXCLUSION – DATA RISK & CYBER LIABILITY	September 22, 2018	September 13, 2018
CLH0007		Sanction Limitation and Exclusion (A)	September 22, 2018	September 13, 2018



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## *Products-Completed Operation Liability-Claims made*

**Declarations** 75-02-0031 (Ed. 03-04)

**Named Insured And Mailing Address**  
LEAPTON SOLAR (CHANGSHU) CO., LTD.

No. 55, Sunshine Avenue, Yushan High-tech Industrial Park,  
Changshu, Jiangsu, China.

Issued by the insurance company indicated below,  
herein called the Company

Chubb Insurance Company Limited  
Unit 801, Century Metropolis, No. 1229 Century  
Avenue, Pudong, Shanghai, 200122

**Policy Number:** 93527288

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### **Company and Policy Period**

Insurance is issued by the Company in consideration of payment of the required premium.

This policy is issued for the period 00:01 standard time at the Named Insured's Mailing Address shown above.

From: September 22, 2018 To: September 22, 2019

Your acceptance of this policy terminates effective with the inception of this policy, any prior policy of the same number issued to you by us.

These Declarations together with the Schedule of Forms, Insurance Contract and Endorsements comprise this policy.

The terms of this policy shall not be waived or changed, except by Endorsement issued to form a part of this policy.

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### **Limits Of Insurance**

The applicable Limits Of Insurance are as follows:

Aggregate Limit: USD 1,000,000.00

Each Occurrence Limit: USD 1,000,000.00

Retroactive Date: September 22, 2017(00:01)

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***Premium***

100.00%Deposit Premium:	Premium excl. VAT: USD 3,679.25
	Value-added Tax (VAT): USD 220.75
100.00%Minimum Premium:	Total Premium incl. VAT: USD 3,900.00

***Premium Basis***

Estimated Annual Turnover:	USD 10,000,000.00
Premium Rate:	0.3679‰

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Date of Issue: September 13, 2018

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General Manager of Chubb Insurance  
Company Limited

## Commercial Liability Insurance

### Products-Completed Operations Liability Claims-Made 75-02-0004 (Ed. 03-04)

#### Insurance Contract

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

The terms and conditions of this insurance include the various sections of this insurance contract: Coverages; Investigation, Defence And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, and any Endorsements and Schedules made a part of this insurance.

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.

**THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD.**

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#### Coverages

*Bodily Injury And  
Property Damage  
Products/ Completed  
Operations Liability  
Coverage  
Claims-Made*

A Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury or property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** and **property damage** included in the **products-completed operations hazard**.

B This coverage applies only if:

1. the **bodily injury** or **property damage** did not occur 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 the **bodily injury** or **property damage** is first made against any **insured**:

a. during:

- i. the policy period; or

- ii. any Extended Reporting Period we provide, as described in the Extended Reporting Periods section of this contract; or
  - b. in accordance with the provisions of the condition titled Notice Of Circumstances.
- C. This coverage does not apply to any injury, damage, **occurrence**, claim, **suit** or other circumstance
- 1. reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or
  - 2. **deemed known**, before the beginning of the policy period, that could reasonably be expected to result in any payment under this insurance.
- D. For purposes of this coverage:
- 1. a claim by a person or organisation for damages for the **bodily injury** or **property damage** 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. all claims made for damages for the **bodily injury** to the same person, including damages claimed by a person or organisation for care, loss of services or death resulting at any time from the **bodily injury**, will be deemed to have been made at the time the first of such claims is made against any **insured**.
  - 3. all claims made for damages for the **property damage** causing loss 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**.

We may at any time, at our discretion, pay the applicable Limit Of Insurance that remains available.

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 under 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***

- A. 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**.

- B. If a **suit** is brought, we will pay reasonable legal fees and necessary litigation expenses, that are **claim adjustment expenses**, to defend the **insured**.
- C. We may, at our discretion, investigate any circumstance and make any settlement, regardless of whether any claim has been made or **suit** has been brought.

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.

**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:

- A. **claim adjustment expenses**.
- B. reasonable expenses (other than **claim adjustment expenses**) incurred by the **insured** at our request to assist us in the investigation or defence of such claim or **suit**, including actual loss of earnings up to **China** Renminbi 500 a day because of time off from work.
- C. interest on the amount of a judgment or award that accrues after entry of the judgment or award and before we have paid or offered to pay the part of the judgment 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 injury or damage that takes place in **China**.
- does not apply to any damages, loss, cost or expense in connection with any **suit** brought outside **China**.

**Who Is An Insured**

*Sole Proprietorships*

If you are an individual, 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 sole owner.

If you die:

- persons or organisations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties

under this insurance.

*Partnerships Or  
Unincorporated  
Organisations*

If you are a partnership or an unincorporated organisation, then you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

*Other Organisations*

If you are an organisation other than a partnership or an unincorporated organisation, then you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders, joint venture parties and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders or joint venture parties.

*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.

However, no employee is an **insured** for

A. any injury:

1. to you, to any of your directors, members, **officers** or partners (whether or not an employee) or to any co-employee while such injured person is either:
  - in the course of his or her employment; or
  - while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

B. **property damage** to any property owned, occupied or used by you or by any of your directors, members, **officers** or partners (whether or not an employee) or by any of your employees.

*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 first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** 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; or
- B. a **China** incorporated or registered subsidiary organisation of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** 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 injury or damage that did not occur later than:

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

*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 injury or damage that occurred, 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 injury or damage that occurs 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**.

*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 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.

*Products-Completed  
Operations Aggregate  
Limit*

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

*Each Occurrence  
Limit*

The Each Occurrence Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** arising out of any one **occurrence**.

Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

*Payments That Reduce  
The Limits Of  
Insurance*

Any damages we pay will reduce the Limits Of Insurance.

Payments we make under the Investigation, Defence And Settlements and Supplementary Payments sections of this insurance contract will not reduce the Limits Of Insurance.

**Exclusions**

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

*Aircraft Products*

This insurance does not apply to any damages, loss, cost or expense arising out of any aircraft product or any missile or spacecraft, including any:

- article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any aircraft, missile or spacecraft, or furnished or used in connection therewith;
- 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 or other advice, instruction, labor or service relating to any of the foregoing.

*Asbestos*

A. This insurance does not apply to any damages, loss, 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**.

Biological Agents

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **biological agents**.**
- 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 **biological agents**; 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 **biological agents**.

Contracts

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages that such **insured** would have in the absence of such contract or agreement.

Damage To Alienated Premises

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

- This insurance does not apply to **property damage** to any:
- personal property loaned or rented to you;
  - property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
  - property on your premises for purposes of performing operations on such property by you or on your behalf;
  - tools or equipment used by you or on your behalf in performing operations; or
  - property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

Damage To Your  
Product

This insurance does not apply to **property damage to your product** arising out of it or any part of it.

Employer's Liability

A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:

1. employment by the **insured**; or
2. performing duties related to the conduct of the **insured**'s business.

B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

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 injury described in paragraphs A. or B. above.

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;
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. 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.

Enhancement,  
Maintenance Or  
Prevention Expenses

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

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
  - 1. person or organisation; or
  - 2. property you own, rent or occupy.

Expected Or Intended  
Bodily Injury Or  
Property Damage

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

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

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

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

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;

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.

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;.

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.

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 Liability

This insurance does not apply to any damages, loss, cost or expense arising out of the rendering of or failing to render professional service or advice, whether or not that service or advice is ordinary to the insured's profession, regardless of whether a claim or suit is brought by a client or any other person or organisation.

Progressions Of  
Known Bodily Injury  
Or Property Damage

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any injury or damage **deemed known**, before the beginning of the policy period, to have occurred.

Recall Of Products

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product** or any property of which such product forms a part, if such product or property is withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

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.

Tobacco

This insurance does not apply to:

- any damages, loss, cost or expense arising out of the actual or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury, sickness.

disease or condition of the human body as a result of the consumption or use of or exposure to the consumption or use of any **tobacco product**.

- the investigation or defense of any claim made, **suit** brought or proceeding instituted against any **insured**; any cost, fine or penalty; or any other expenses for loss related to any of the above.

Unapproved Goods Or Products

This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened hazardous properties of goods or products:

- A. declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or products were declared unsafe before or after:
  1. the goods or products were disposed of, distributed, handled, manufactured or sold; or
  2. such damages were incurred; or
- B. disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority.

Subparagraph A. above does not apply to **your product**, to which this insurance applies, if such product was disposed of, distributed, handled, manufactured and sold before it was declared unsafe, provided it was not declared unsafe before the beginning of the policy period.

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 the foregoing.

Workers' Compensation Or Similar Laws

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.

**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 Extended  
Reporting Periods  
Apply*

Extended Reporting Periods:

- A. apply 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.
- 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, damage, claim, suit or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the applicable Extended Reporting Period.
- C. may not be canceled once in effect.

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*Basic Extended  
Reporting Period*

A Basic Extended Reporting Period is automatically provided. This period begins with the end of the policy period and lasts no longer than:

- A. three years with respect to claims made resulting from circumstances reported to us, not later than 30 days after the end of the policy period, in accordance with paragraphs A. and B. of the condition titled Duties In The Event Of Claim, Suit Or Other Loss Circumstance.
- B. 30 days with respect to claims resulting from circumstances not reported to us in accordance with subparagraph A. above.

Such claims will be deemed to have been made during the policy period.

The Basic Extended Reporting Period does not apply to any 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.

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*Supplemental  
Extended Reporting  
Period*

A Supplemental Extended Reporting Period is available, but only by an endorsement and for an additional premium, subject to the following provisions.

If purchased, this period begins with the end of the Basic Extended Reporting Period and lasts no longer than three years.

Claims actually first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period.

You must give us a written request to purchase a Supplemental Extended Reporting Period within 30 days after the end of the policy period. The Supplemental 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 Supplemental 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 Supplemental Extended Reporting Period Endorsement will set forth the terms and conditions, not inconsistent with this section, applicable to the Supplemental Extended Reporting

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Period, including a provision to the effect that the insurance afforded is excess over any other insurance in force after the Supplemental Extended Reporting Period begins.

## *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.

### *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.

### *Cancellation*

The first named **insured** 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 first named **insured** 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 first named **insured**'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 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.

### *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.

### *Compliance By Insureds*

You and any other involved **insured** shall fully comply with all of the terms and conditions of this insurance to avoid the impact on the rights under this insurance.

### *Compliance With Applicable Trade Sanction Laws*

This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit us, our parent company or ultimate controlling entity from providing coverage provided by this insurance.

### *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.

### *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.

*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 circumstance 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 circumstance happened;
  2. the names and addresses of any injured persons and witnesses; and
  3. the nature and location of any injury or damage arising out of the circumstance.
- Notice of a circumstance 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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*First Named Insured*

The person or organisation first named in the Declarations is primarily responsible for payment of all premiums. The first named **insured** 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.

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.
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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.

*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 shall be submitted to the court where the defendant is domiciled for a judgment or to the China International Economic and Trade Commission ("CIETAC") for arbitration in Shanghai which shall be conducted in accordance with the Arbitration Rules of CIETAC 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 Respondent receives the Notice of Arbitration, then you and we hereby designate the Chairman of CIETAC as the appointing authority hereunder.

*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, damage, 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 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 Chubb Group of Insurance Companies 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.

*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.

*Representations*

By accepting this insurance, you agree that:

- A. the representations and statements contained in any **application**:
  - 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. 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 first named **insured**, 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 “Bodily Injury And Property Damage Liability Coverage Claims-Made” under Coverages, the time limit for an **insured** to commence formal proceedings under this policy against us is two years 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.

*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.

*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.

*Biological Agents*

**Biological agents** means any:

- A.
  - 1. bacteria;
  - 2. mildew, mold or other fungi;
  - 3. other microorganisms; or
  - 4. mycotoxins, spores or other by-products of any of the foregoing;
- B. viruses or other pathogens (whether or not a microorganism); or
- C. colony or group of any of the foregoing.

*Bodily Injury*

**Bodily injury** means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

*China*

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

*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.

We do not have to furnish these bonds.

4. costs taxed against the **insured** in a **suit** to which this insurance applies.
5. 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**.
6. 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).

*Deemed Known*

**Deemed known** means known by, or that should have been known 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 or damage has occurred or has begun to occur; or
  2. of any actual, alleged or threatened injury, damage, claim or **suit** in connection with the circumstance.

*Insured*

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

*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.

*Loading Or Unloading*

**Loading or unloading:**

- A. means the handling of property:
  1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **motor vehicle** or watercraft;
  2. while it is in or on an aircraft, **motor vehicle** or watercraft; or
  3. while it is being moved from an aircraft, **motor vehicle** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **motor vehicle** or watercraft.

*Mobile Equipment*

**Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  1. power cranes, shovels, loaders, diggers or drills; or
  2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

**Mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **motor vehicles**:

- A. equipment designed primarily for:
  - 1. snow removal;
  - 2. road maintenance, but not construction or resurfacing; or
  - 3. street cleaning;
- B. cherry pickers and similar devices mounted on **motor vehicle** chassis and used to raise or lower workers;
- C. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; and

**Mobile equipment** also does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law.

*Motor Vehicle*

**Motor vehicle:**

- A. means:
  - 1. a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - 2. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law.
- B. does not include **mobile equipment**.

*Occurrence*

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

*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

*Products-Completed  
Operations Hazard*

**Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product**, except:
  - 1. products that are still in your physical possession; or
  - 2. work or operations that have not yet been completed or abandoned.

Work or operations will be deemed completed when:

- all of the work or operations called for in your contract or agreement have been completed.
- all of the work or operations to be performed at the site have been completed, if your contract or agreement calls for work at more than one site.
- that part of the work or operations completed at a site has been put to its intended use by

any person or organisation other than another contractor or subcontractor working on the same project.

Work or operations that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**B. does not include **bodily injury** or **property damage** arising out of:**

1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**; or
2. the existence of tools, uninstalled equipment or abandoned or unused materials.

*Property Damage*

**Property damage** means physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

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

*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.

*Tobacco Product*

**Tobacco product** means:

- raw or cured tobacco;
- cigars;
- cigar wrappers;
- cigar filters;
- pipe tobacco;
- snuff or chewing tobacco;
- smokeless tobacco products;
- cigarettes;
- cigarette paper;
- cigarette filters;
- tobacco smoke or other gaseous or solid residues or by-products of tobacco use or consumption; or
- any chemical, mineral or other product sprayed on, applied to or customarily found within or used in conjunction with any **tobacco product**.

*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;
  - 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products;
  - 3. work or operations performed by:
    - a. you or on your behalf; or
    - b. a person or organisation whose assets or business you have acquired; and
  - 4. materials, parts or equipment furnished in connection with the work or operations described in subparagraph A. 3. above.
- B. includes:
- 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
  - 2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

## Endorsement

*Policy Number: 93527288*

Policy Period	From September 22, 2018 to September 22, 2019
Effective Date	September 22, 2018
Named Insured	LEAPTON SOLAR (CHANGSHU) CO., LTD.
Name of Company	Chubb Insurance Company Limited
Date Issued	September 13, 2018
Endorsement Form No.	75-02-0034(Ed. 03-04)

This Endorsement applies to the Policy described above.

<i>Limits Of Insurance - Claim Adjustment Expenses Reducing Limits</i>	<p>The section of this insurance contract titled Limits Of Insurance is deleted and replaced by the following.</p> <p>The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:</p> <ul style="list-style-type: none"> <li>· <b>insureds;</b></li> <li>· claims made or <b>suits</b> brought; or</li> <li>· persons or organisations making claims or bringing <b>suits</b>.</li> </ul> <p>The Limits Of Insurance apply 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, 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.</p>
<i>Products-Completed Operations Aggregate Limit</i>	<p>Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:</p> <ul style="list-style-type: none"> <li>· damages for <b>bodily injury</b> and <b>property damage</b> included in the <b>products-completed operations hazard</b>; and</li> <li>· related <b>claim adjustment expenses</b> described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance.</li> </ul>
<i>Each Occurrence Limit</i>	<p>The Each Occurrence Limit is the most we will pay for the sum of:</p> <ul style="list-style-type: none"> <li>· damages for <b>bodily injury</b> and <b>property damage</b>; and</li> <li>· related <b>claim adjustment expenses</b> described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance;</li> </ul> <p>arising out of any one <b>occurrence</b>.</p> <p>Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.</p> <p>If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.</p>

*Payments That Reduce  
The Limits Of Insurance*

- A. Any damages we pay will reduce the Limits Of Insurance.
- B. Any **claim adjustment expenses** we pay that relate to the **products-completed operations hazard** will reduce the Limits of Insurance.
- C. Except for payments described as reducing the Limits Of Insurance in paragraphs A. and B. above, payments we make under the Supplementary Payments section of this insurance contract will not reduce the Limits Of Insurance.

All other terms and conditions remain unchanged.



Date of Issue: September 13, 2018

General Manager of Chubb Insurance  
Company Limited

**Endorsement**

**Policy Number: 93527288**

Policy Period                      From September 22, 2018 to September 22, 2019  
Effective Date                      September 22, 2018  
Named Insured                      LEAPTON SOLAR (CHANGSHU) CO., LTD.  
Name of Company                      Chubb Insurance Company Limited  
Date Issued                          September 13, 2018  
Endorsement Form No.              75-02-0012(Ed. 03-04)

This Endorsement applies to the Policy described above.

The Condition titled Currency is deleted and replaced by the following.

**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.

All other terms and conditions remain unchanged.



General Manager of Chubb Insurance  
Company Limited

Date of Issue: September 13, 2018



## Endorsement

**Policy Number: 93527288**

Policy Period	From September 22, 2018 to September 22, 2019
Effective Date	September 22, 2018
Named Insured	LEAPTON SOLAR (CHANGSHU) CO., LTD.
Name of Company	Chubb Insurance Company Limited
Date Issued	September 13, 2018
Endorsement Form No.	75-02-0351(Ed. 06-08)

This Endorsement applies to the Policy described above.

The following section, titled Deductible, is added to the Policy described above and replaces any deductible provisions contained therein.

### **Deductible**

#### **Each Claim Basis**

#### **Deductible Payment And Reimbursement**

- A. This insurance applies to damages and **claim adjustment expenses** in excess of Deductibles, and ultimately you are responsible for damages and **claim adjustment expenses** within Deductibles, regardless of whether we pay or incur amounts within Deductibles.
- B. If we pay or incur amounts for damages or **claim adjustment expenses**, then it is a provision of this insurance that you must reimburse us within sixty (60) days of our request for these amounts up to the amount of the applicable Deductible shown in the Schedule.
- C. The applicable Deductible amount for each Coverage is shown in the Schedule. Each Deductible shown in the Schedule applies separately from and in addition to any other Deductible shown in the Schedule. The applicable Deductible amount applies separately to each claim in respect of each separate **occurrence** or act under the applicable coverage.
- D. Deductibles apply separately to each consecutive annual period and to any remaining period and to any extension period of less than twelve (12) months, starting with the beginning of the Policy Period shown in the Declarations.
- E. The amount of any applicable Deductible will not be less than the amount shown in the Schedule, regardless of whether this insurance or this endorsement is:
  1. issued for a period of less than twelve (12) months; or
  2. terminated before the end of the Policy Period, for any reason.

#### **Deductible Conditions**

Regardless of the application of any Deductible:

- the terms and conditions of this insurance continue to apply, including those with respect to

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our rights to investigate any claim or other loss circumstance and to make any settlement.

- the requirements of this insurance for you to notify us of claims or other loss circumstances under the applicable coverage continue to apply.
- we may, at our discretion, initiate or control any appeal of a judgment, if we consider such judgment or appeal may result in payment under this insurance.

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Under the Limits Of Insurance section, the following provision is added.

***Limits Of Insurance***

Amounts that are:

- within the Deductible; and
- described as reducing the Limits Of Insurance;

will reduce the Aggregate Limits Of Insurance.

The Limits Of Insurance will not be increased or reinstated by any Deductible or any amount that you must reimburse to us in connection with any Deductible.

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**Schedule**

Deductible: USD 10,000.00 each claim

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All other terms and conditions remain unchanged.



Date of Issue: September 13, 2018

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General Manager of Chubb Insurance  
Company Limited

**Endorsement**

**Policy Number: 93527288**

Policy Period                      From September 22, 2018 to September 22, 2019

Effective Date                     September 22, 2018

Named Insured                    LEAPTON SOLAR (CHANGSHU) CO., LTD.

Name of Company                 Chubb Insurance Company Limited

Date Issued                        September 13, 2018

Endorsement Form No.         75-02-0056(Ed. 05-08)

This Endorsement applies to the Policy described above.

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

*Limitation To  
Designated Products*

The following provision is added to this policy.

This insurance provided under the **products-completed operations hazard** applies only to **bodily injury or property damage** arising out of the products described in the Schedule. No other coverage under the **products-completed operations hazard** is available.

**Schedule**

Description of Product:

Solar Modules sold to worldwide excluding USA/Canada.

All other terms and conditions remain unchanged.



Date of Issue: September 13, 2018

General Manager of Chubb Insurance  
Company Limited

**Endorsement**

**Policy Number: 93527288**

Policy Period                      From September 22, 2018 to September 22, 2019  
Effective Date                     September 22, 2018  
Named Insured                    LEAPTON SOLAR (CHANGSHU) CO., LTD.  
Name of Company                 Chubb Insurance Company Limited  
Date Issued                        September 13, 2018  
Endorsement Form No.         75-02-0020(Ed. 03-04)

This Endorsement applies to the Policy described above.

Coverage Territory is deleted and replaced by the following.

**Coverage Territory** Subject to all of the terms and conditions of this insurance, this insurance:  
- **Worldwide Except** · applies to injury or damage that takes place anywhere, except in the **United States/Canada**.  
**United** · does not apply to any damages, loss, cost or expense in connection with any suit brought in the  
**States/Canada** United States/Canada.

Under Definitions, the following definition is added.

**Definitions**  
**United States** **United States** means the United States of America (including its possessions and territories).

All other terms and conditions remain unchanged.



Date of Issue: September 13, 2018

General Manager of Chubb Insurance  
Company Limited

**Endorsement**

**Policy Number: 93527288**

Policy Period	From September 22, 2018 to September 22, 2019
Effective Date	September 22, 2018
Named Insured	LEAPTON SOLAR (CHANGSHU) CO., LTD.
Name of Company	Chubb Insurance Company Limited
Date Issued	September 13, 2018
Endorsement Form No.	75-02-0042(Ed. 03-04)

This Endorsement applies to the Policy described above.

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

The following exclusion is added to this policy.

**Exclusions**

**Lead**

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of lead.
- 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 neutralise, or in any way respond to, or assess the effects of lead; 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 neutralising, or in any way responding to, or assessing the effects of lead.

The following definition is added to this policy.

**Definition**

**Lead**

**Lead** means the element lead in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.



Date of Issue: September 13, 2018

General Manager of Chubb Insurance  
Company Limited

**Endorsement**

**Policy Number: 93527288**

Policy Period	From September 22, 2018 to September 22, 2019
Effective Date	September 22, 2018
Named Insured	LEAPTON SOLAR (CHANGSHU) CO., LTD.
Name of Company	Chubb Insurance Company Limited
Date Issued	September 13, 2018
Endorsement Form No.	CLS0002

This Endorsement applies to the Policy described above.

The following provision is added to this policy.

**Premium Payment  
Warranty (B)**

Notwithstanding anything to the contrary in this insurance policy, it is hereby understood and agreed that, the Named **insured** shall pay the entire premium to us within 60 days from the policy inception.

If the Named **insured** 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 Named **insured** 10 days before the terminate date stated in the notice. If the Named **insured** 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 Named **insured** 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 applicant 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 remain unchanged.



General Manager of Chubb Insurance  
Company Limited

Date of Issue: September 13, 2018

**Endorsement**

**Policy Number: 93527288**

Policy Period                      From September 22, 2018 to September 22, 2019  
Effective Date                     September 22, 2018  
Named Insured                    LEAPTON SOLAR (CHANGSHU) CO., LTD.  
Name of Company                 Chubb Insurance Company Limited  
Date Issued                        September 13, 2018  
Endorsement Form No.         75-02-0384(Ed. 01-10)

This Endorsement applies to the Policy described above.

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

**Exclusions**

**Contract Works Activities**

Under Exclusions, the following provision is added.

This insurance does not apply to any damages, loss, cost or expense arising out of any contract works activities undertaken by you or on your behalf.

**Definitions**

**Contract Works Activities**

Under Definitions, the following provision is added.

**Contract works activities** means:

1. a. refurbishment, renovation, alteration or addition works;  
    a. construction, erection or demolition works  
    in relation to any buildings including associated mechanical and engineering activities;
2. installation, testing, commissioning or maintenance of any equipment or computer networks;
3. pipe laying, cable laying, tunneling, piling, blasting, demolition;
4. manhole construction, reinstatement of trench works, diversion;
5. maintenance of existing underground pipeline and cable systems and other underground work; and
6. overhead erection, installation and construction of telecommunication transmission lines or cables.

All other terms and conditions remain unchanged.



General Manager of Chubb Insurance  
Company Limited

Date of Issue: September 13, 2018

## Endorsement

Policy Number: 93527288

Policy Period	From September 22, 2018 to September 22, 2019
Effective Date	September 22, 2018
Named Insured	LEAPTON SOLAR (CHANGSHU) CO., LTD.
Name of Company	Chubb Insurance Company Limited
Date Issued	September 13, 2018
Endorsement Form No.	CLH0002

This Endorsement applies to the Policy described above.

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

The following exclusion is added to this policy.

### Exclusions

#### ABSOLUTE EXCLUSION – DATA RISK & CYBER LIABILITY

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

1. unauthorised access (including access by **Malware**) to;
2. the presence of **Malware** on;
3. the spread of **Malware** by;
4. the unauthorised use of;
5. the malicious use of; or
6. malicious interference with (including, but not limited to, a distributed denial of service attack against);

#### any Computer System:

- A. owned, operated, controlled, leased or used; or
- B. sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed;

by or on behalf of the Insured.



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

*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.

*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.

All other terms and conditions remain unchanged.



General Manager of Chubb Insurance  
Company Limited

Date of Issue: September 13, 2018

**Endorsement**

**Policy Number: 93527288**

Policy Period                      From September 22, 2018 to September 22, 2019  
Effective Date                     September 22, 2018  
Named Insured                    LEAPTON SOLAR (CHANGSHU) CO., LTD.  
Name of Company                 Chubb Insurance Company Limited  
Date Issued                        September 13, 2018  
Endorsement Form No.         CLH0007

This Endorsement applies to the Policy described above.

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

The following exclusion is added to this policy.

**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.

All other terms and conditions remain unchanged.



Date of Issue: September 13, 2018

General Manager of Chubb Insurance  
Company Limited