

中国人民财产保险股份有限公司  
产品责任保险（1995版）保险单（电子保单）

保险单号：PZAI202432010000004492

鉴于投保人已向本保险人投保产品责任保险（1995版），并按本保险合同约定交付保险费，保险人同意按照《中国人民财产保险股份有限公司产品责任保险条款（1995版）》及附加险条款的约定承担保险责任，特立本保险单为凭。

投保人信息	投保人名称	一号氧吧(辽宁)生态环境科技有限公司	统一社会信用代码/组织机构代码	91210213MA104P7B35
	联系人姓名	尹岩鸿	联系电话	
	投保人地址	辽宁省大连经济技术开发区辽河西二路1-1号 1-5层	邮编	
被保险人信息	被保险人名称	一号氧吧(辽宁)生态环境科技有限公司	统一社会信用代码/组织机构代码	91210213MA104P7B35
	联系人名称	尹岩鸿	联系电话	
	被保险人地址	辽宁省大连经济技术开发区辽河西二路1-1号 1-5层	邮编	
营业性质	其他			
承保区域	中国境内（港、澳、台除外）			
预计销售额	CNY: 5000000.00	产品单价	元	
保障内容	按照《产品责任保险条款（1995版）》： 保障项目：产品责任（1995版），保险金额：¥5,000,000.00元，累计责任限额：¥5,000,000.00元，每次事故每人人身伤亡责任限额：¥5,000.00元，每次事故免赔额：¥4,000.00元，每次事故每人人身伤亡责任限额：¥250,000.00元，每次事故责任限额：¥500,000.00元，每次事故财产损失责任限额：¥250,000.00元；			
保险期间	共12个月，自2024年08月09日零时起，至2025年08月08日二十四时止			
保险合同争议解决方式	诉讼			
司法管辖	中国境内（港、澳、台除外）			
特别约定	<p>1. 经双方协商一致， (产品名称： 氧吧治理液（全屋、母婴、全效型） 双效治理液 烟熏除味剂 小粒径负氧离子仪 特别约定： 累计责任限额500万元； 每次责任限额50万元； 每次事故人身伤害责任限额25万元； 每次事故财产责任限额25万元； 每人每次人身伤害责任限额5000元； 每人每次事故财产责任限额5000元； 每次事故免赔额4000元或损失的10%，两者取高。 特此声明，本公司不承担因任何被保险人产品或以被保险人产品为组成部分的任何产品未能正确实现其用途或功能和/或未能达到被保险人保证的性能、质量、适用性或耐用性水平而导致的人身伤害和/或财产损失(包括任何时间内无法使用)。本公司也不承担因被保险人产品或以被保险人产品为组成部分的任何产品未能治疗、缓解、预防、根除或延迟任何人身伤害和/或财产损失所引起的或直接或间接导致或与之相关的人身伤害和/或财产损失。 产品出险时必须提供该批次产品合格证，如无法提供，不予理赔。药品类产品承保时已通过相关药监部门的产品检测，批准销售等手续，理赔时需提供相关资料证明</p> <p>承保基础：期内索赔提出式 中国人民财产保险股份有限公司</p>			



产品责任保险条款（1995版）加批以索赔提出为基础条款

（2009年9月18日中国保险监督管理委员会核准备案，编号：人保（备案）[2009]N303号）

1、传染病除外条款

This Policy excludes claims or liability arising from any condition directly or indirectly caused by associated with Atypical pneumonia with severe acute respiratory syndrome (SARS) or Dengue Fever or Typhoid & Paratyphoid Fever or Tuberculosis or Measles or Tetanus or Malaria or Cholera or Viral Hepatitis or Meningococcal infections or the mutants, derivatives or variations thereof or in any way related to or any syndrome or condition of a similar kind howsoever it may be named.

PICC shall have no duty to defend any suit arising out of or in any way connected to such lawsuits or legal proceedings or any demands made against the insured regardless of the circumstances concerned.

2、恐怖活动除外责任条款

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Any act of terrorism.

For the purpose of this endorsement 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

3、硅或硅产品除外条款

This insurance does not apply to:

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

yb. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following definitions are added to the Definitions Section:

a. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

b. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

4、真菌和霉菌除外条款

This insurance does not apply to:

"Bodily injury, "property damage", medical payments, "personal and advertising injury" arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any "fungus / fungi" and or "spore(s)"; or

Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigation or assess the presence or effects of any "fungus / fungi" or "spore(s)"; or

Any obligation to share with or repay any person, organisation or entity, related in any way to items 1. and 2. above,

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this endorsement, the following definitions apply:

"Fungus / fungi" includes, but is not limited to, any form or type of mold, mildew, mushroom, yeast, or biocontaminant.

"Spore(s)" includes, but is not limited to, any substance produced by, emanating from, or arising out of any "fungus / fungi".

All other terms and conditions of this Policy remain unchanged.

5、铅除外条款

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances. This exclusion applies to all forms of lead including but not limited to solid, liquid, vapor and fumes.

6、免疫功能缺陷综合症及血液传播的疾病除外条款

本保险合同对于由一下原因直接或间接造成的任何责任不负责赔偿:



- (1) 获得性免疫功能缺陷综合症及其变异体、衍生物或突变体;
- (2) 任何与获得性免疫功能缺陷综合症相关的疾病, 包括但不限于艾滋病及其变异、衍生或突变;
- (3) 其他任何血液传染的疾病或炎症或其变异、衍生或突变。

因上述原因对被保险人提出的任何诉讼、法律程序或者清秋, 保险人对于被保险人为抗辩而产生的费用不负责赔偿。

#### 7、石棉除外责任条款

Notwithstanding anything to the company contained in this Policy, it is agreed that this policy shall not apply:

- A. To any liability for property damage, personal injury, sickness, disease, occupation disease, disability, shock, death, mental anguish or mental injury at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- B. To any obligation of the insured to indemnify any party because of damages arising out of such property damage, personal injury, sickness, disease, occupation disease, disability, shock, death, mental anguish or mental injury at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or expense to asbestos, asbestos products, asbestos fibers or asbestos dust;
- C. To any obligation to defend any suit or claim against the insured alleging personal injury, or property damage, if such suit or claim arises from personal injury or property damage resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

Further, should the underlying limits become impaired or exhausted for claim(s) payment(s) and/or loss adjustments expense(s) excluded by this endorsement, coverage provided by this policy will not drop down over the impaired or exhausted underlying limits, however, the policy will continue to respond for covered claims in excess if the limits stated in the declaration page as underlying. Subject otherwise to the terms exceptions and conditions of this policy.

#### 8、效能效用除外条款

This Policy does not apply to liability for personal injury and/or Property Damage resulting from the failure of the Insured's products to cure, alleviate, prevent, monitor, eliminate or retard Personal Injury and/or Property Damage where such products are represented, warranted, designed or agreed by the Insured to cure, alleviate, prevent, eliminate or retard Personal Injury and/or Property Damage.

本公司不承担因任何被保险人产品或以被保险人产品为组成部分的任何产品未能正确实现其用途或功能和/或未能达到被保险人保证的性能、质量、适用性或耐用性水平而导致的人身伤害和/或财产损失(包括任何时间内无法使用)。本公司也不承担因被保险人产品或以被保险人产品为组成部分的任何产品未能治疗、缓解、预防、根除或延迟任何人身伤害和/或财产损失所引起的或直接或间接导致或与之相关的人身伤害和/或财产损失。

#### 9、政府罚款、惩罚性损害赔偿除外责任条款

It is agreed that such coverage as is afforded by this policy shall not apply to fines, penalties, punitive or exemplary damages against the named insured.

#### 10、绝对污染除外责任条款(包括清除费用)

#### 11、过敏症状除外条款

This Policy Excludes all liability arising directly or indirectly, caused by, out of or in connection with or arising out of any allergic to do with the human body and the ending - it is simply refers to disease.

For the purpose of this Exclusion, Allergic is meaning that the human body tends to overreact to certain types of outside substances

PICC shall be under no obligation to defend any such lawsuits brought against the insured. )

#### 2. 兹经双方同意修正:

1、本保险仅在下列条件下适用于在本保险单明细表中列明的追溯期开始后发生的事故引起的“人身伤害”和“财产损失”:

由于“人身伤害”和“财产损失”引起的任何索赔, 必须在本保险单有效期内以书面形式向任一被保险人提出第一次索赔;

(2)任何被保险人在本保险单生效之日对事故的发生都不知情或不能合理预见;

2、本批单中“任何索赔”和“全部索赔”含义如下:

任何个人或组织寻求损失补偿的“任何索赔”, 在任一被保险人或公司收到书面通知后(以先收到为准), 视为该索赔已经提出;

(2)同一个人在任何一次事故中因人身伤害而向任何被保险人第一次提出索赔时, 即被视作“全部索赔”已经提出; (3)任何个人或组织在任何一次事故中因财产损失而向任何被保险人第一次提出索赔时, 即被视作“全部索赔”已经提出。



(盖章)

中国人民财产保险股份有限公司  
南京市分公司  
电子保单专用章

保险人：中国人民财产保险股份有限公司南京市分公司营业部

2024年08月08日

保险人联系地址：江苏省南京市长江路69号17楼

邮政编码：210005

全国统一服务电话：95518

传真：

核保：鲁文彬

制单：胥笑

经办：李林洁

网址：www.picc.com

尊敬的客户：您可通过本公司官方网站www.picc.com、95518客服热线电话、中国人保APP或附近营业网点查询、验证保单信息或查阅条款内容。若对查询结果有异议，请通过以上渠道联系本公司。

仅限氧吧1号官网展示 他用无效

中国人民财产保险股份有限公司

## 保险条款清单

产品责任保险条款（1995版）

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