

公司名稱: 泰安產物保險股份有限公司  
 商品代碼: 2013060510705  
 商品名稱: TaianInsuranceFineArt's Insurance

條款項目	保險契約條款內容
Agreement 協議	<p>We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.</p> <p>本公司基於收取保險費後之承諾及對於本保險契約條款之遵循，同意依本保險契約承保。</p> <p>Throughout this policy, “you” and “your” refer to the Named Insured shown in the Schedule. The words “we”, “us” and “our” refer to the Company providing this insurance.</p> <p>本保險契約所稱被保險人指於保險契約首頁列名之被保險人，而本公司係指 _____。</p> <p>Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.</p> <p>本保險契約之承保範圍依所載條款定之。各保險當事人應詳細閱讀本保險契約全文以瞭解各項權利義務及承保範圍。</p> <p>Words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section.</p> <p>以引號標示之詞句具有特定之意義，依本保險契約中定義註解。</p>
General Conditions 一般事項	<p>Conformity to Laws of Republic of China (Taiwan).</p> <p>符合中華民國台灣。</p> <p>Concealment or Fraud. We do not provide coverage for any insured who has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.</p> <p>隱匿、不實陳述或詐欺。保險人不承保任何被保險人故意隱匿有關本保險之重要事實或對之有不實之陳述</p> <p>Loss Settlement. In the event of a “loss”, Covered Property will be settled as follows:</p> <p>賠償基礎。當事故發生時，保險標的賠付將以下列為基礎：</p> <p>For Total Losses, we will pay the amount shown on the schedule for which the item is insured;</p> <p>In the event of a total “loss”, you will surrender the property to us.</p> <p>保險標的發生全損時，以保單所列保險金額為賠償基礎；被保險人並須把標的物轉讓予本公司。</p> <p>For Partial Losses, we agree to pay you an amount mutually agreed to, based upon one of the following:</p> <p>保險標的發生部分損失時，保險人同意以下列一項方式賠付：</p> <p>The cost to repair the property to its value immediately before the “loss”; or</p>

修復費用以還原到受損前之狀態；或

The difference between the value of the property before and after the “loss” ; or

受損前後之保險價值差額；或

The cost to restore the property as nearly as possible to its condition immediately before the “loss” . If the restored value is less than the value immediately before the “loss” , pay the difference between the restored value and the value immediately before the “loss” .

修復費用以盡量還原到受損前之狀態及修復後保險價值低於受損前之差額

The most we will pay for total or partial losses is the scheduled amount for that item.

全損及部份損失之賠付上限為該受損項目在保單列明之保險價值

In the case of “blanket” coverage, we will not pay more than lesser of the “blanket” coverage limit for property of that type or the “blanket” limit per article, if such limit is specified in the Schedule, for each article damaged.

受保項目如以 “總括” 方式承保，如受損，本公司以保單所列之單項限額為限，總額最高以不超過所列表之該類別投保額。

4. Pair, Set or Parts. In the event of a “loss” to any portion of the property insured hereunder, which affects the value of the remaining portion, at your option:

成套及成對條款。 任何保險標的物遭受部分損失而影響其價值時，被保險人得選擇：

(a). We agree to pay the insured value of the entire property and you agree to surrender the damaged or sound portions to us or 由本公司賠付保險標的物全部之保險金額，但被保險人須將該受損之標的物或其殘餘部分轉讓予本公司。

(b). The measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles.

考量受損部分對於整體之重要性以估算受損部分占保險標的物全部價額之合理、公平比例後，由本公司依該比例賠付之。

Appraisal. If you and we fail to agree on the amount of "loss", either one can demand that the amount of the "loss" be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court to record the state of your residence to select an umpire. The appraisers shall then set the amount of the "loss". If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the "loss". If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation

如被保險人與本公司就保險標之物之價額或「損失」之金額無法達成協議時，任一方皆可以書面要求鑑定「損失」金額，由雙方各自選任一位適當且公正之鑑定人，再由該二位鑑定人選出一位主評人。若二位鑑定人無法在十五天內選出主評人，任何一位鑑定人皆可要求具管轄權之法院代為選定之。如二位鑑定人提交書面同意書予本公司，該同意之金額決定為「損失」金額。鑑定人應就保險標之物之價額或「損失」之金額各自陳述意見，當雙方無法達成協議時，應陳報主評人雙方差異所在，此時三人中任二人同意之決定即生拘束全體之效力。各當事人應支付其選任之鑑定人之費

Your Duties After Loss. In case of a "loss" to which this insurance may apply, you shall see that the following duties are performed:

申請理賠應履行之義務。於保險標之物發生「損失」時，被保險人應履行下列義務：

Protection of Property---Protect the property from further loss and take all steps possible to minimize the "loss". If expenses are incurred in doing so, they shall be borne by you and us proportionate to our respective interests.

保護財產---採取所有合理程序避免保險標之物之損失擴大，所需之費用由被保險人及本公司按責任比例承擔

Notice of Loss---Report as soon as practicable in writing to us or our authorized representative any "loss" or damage which may become a claim under this policy.

通知損失---書面通知本公司或有關代理任何將可能導致索償之「損失」或

Proof of Loss---File with us, or our authorized representative, a detailed proof of loss signed and sworn to by you setting forth to the best of your knowledge and belief the facts of the "loss" and the amount thereof within 90 days after discovery of the loss

證明---應提供本公司所要求之關於「損失」內容之聲明，並應於本公司要求後九十日內提出。

Report to Police---Report the incident to the police if you believe that a law may have been broken.

通知警方---若有違法之虞應立即通知警察機關

Examination You agree:

審查 被保人同意:

to produce, if requested, the remains of the insured property;  
如有需要提交殘值

to produce such records as we may need to verify the claim and its amount; and to permit copies of such records to be made if  
提交及允許提取相關紀錄副本以確認索償及金額

Loss Payment. Unless a claim has been paid by others, we will pay any “loss” covered under this policy within 60 days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal award with us.

損失賠付 本公司於下列情況之一實現時起六十日內賠款或賠償「損失」：本公司與被保險人達成協議時；或產生判決結果；或向本公司提交 Suit Against Us. No action shall be brought unless there has been compliance with the policy provisions and the action is started within two years after the occurrence causing “loss” or  
對本公司之訴訟 任何人不得對本公司提起訴訟，除已完全遵守本保險契約之各項規定並須自「損失」發生時起二年內提出。

Claim Against Others. In the event of “loss” which we believe may be collectible from others, we may pay in the form of a loan to be repaid out of any recoveries from others. You will cooperate in every way possible to assist in such recovery from others and we shall, at our expense, take over your rights against others to the extent of our payment.

代位求償 當「損失」發生如存在對第三人求償的權利，本公司會先行賠付。受保人需儘全力保護本公司的求償權利，本公司自費要求行使關於本公司按照本保險單在支付賠款或恢復。

Insurance Not To Benefit Others. No person or organization having custody of the property and to be paid from services shall benefit from this insurance.

此保單不能作為任何人之利益 不論個人或團體不應管理受保財產及提供服務，而獲得因此保險單產生的利益，都不能以此保單作為利益。

Other Insurance. If at the time of “loss” or damage there is available any other insurance which would apply to the property in the absence of this policy, the insurance under this policy shall apply only as excess insurance over the other insurance.

其他保險 在財產發生損毀時，除本保險單外，若有其他保單同時承保該財產損毀之損失。本保險單只負責賠償以假設本保險單並不存在時超出那些保險單應負責之金額。

Canceling the Policy.

取消保險單



War, including undeclared war, civil war, insurrection, rebellion, revolution warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

戰爭，包含未宣戰者及內戰；由軍人或軍隊發動的革命，破壞或逮捕行動類似戰爭行動，包括任何延伸活動。發放電核武器應被視為一個戰爭行為  
Governmental Action - Seizure or destruction of property by order of governmental authority. However, we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered  
政府行為 - 依政府機構合法之命令進行財產沒收或毀滅。但對於政府為防止本保險契約承保之火災事故蔓延所合法發布之毀滅財產命令，本公司仍負賠償責任。

Nuclear Hazard meaning any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

核子風險指任何核子反應、輻射或放射性污染所引起之損失

“Loss” caused by the nuclear hazard shall not be considered “loss” caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.

損失，由核災害所引致的，不被視為由火災，爆炸，或煙霧引起的”損失”??，無論這些危險是否特別命名，或以其他方式包括在保險事故內。

This policy does not apply to “loss” caused directly or indirectly by nuclear hazard, except that direct “loss” by fire resulting from the nuclear hazard is covered.

但就上述事故引起火災所致之直接損失，如該火災屬於本保險契約承保之事故時，本公司仍負賠償責任。

We will not pay for “loss” caused by or resulting from:

本公司對於下列事故所致之損失，不負賠償責任：

Wear and tear, any quality in the product which causes it to damage or destroy itself, gradual deterioration, mold, insects, vermin, rodents, fungus or fungal attack, atmospheric or climatic conditions, or the action of light;

耗損、破損、任何因固有本質所致之毀損滅失，腐化、黴菌、昆蟲、害蟲、齧齒動物、細菌或細菌侵襲、大氣或氣候狀況以及光線之作用。

Changes in or extremes of dampness or dryness of atmosphere or temperature;

氣候或溫度之極端潮濕或乾燥，或是其乾濕度之變化。

Damage sustained due to or resulting from any repair, restoration or retouching;

因修繕、回復或修整所致之損害。

Any fraudulent, dishonest, or criminal act or acts by:

任何詐欺、不誠實或犯罪之行為，或下列之人之行為：

You, anyone else with an interest in the property or your or their employees whether or not committed alone or in collusion with others, whether or not such act or acts be committed during the hours of employment; or  
 被保險人以及任何具有保險利益之人或其等之受僱人，單獨或共謀之行為，且不以行為發生於僱傭期間內為限。  
 Anyone entrusted with the Covered Property.  
 任何受託付保管保險標的物之人。  
 But this exclusion does not apply to a carrier for hire.  
 本款規定不適用於受委託之運送業者。  
 Mysterious disappearance, unexplained loss or shortage disclosed upon taking inventory;  
 不明原因遺失、不明原因「損失」或盤查庫存時發現的短少和減失。  
 Any earth movement, including earthquake, sinkhole collapse, mine subsidence, landslide, or earth sinking, rising or shifting, expansion or contraction, or any other shifting of earth;  
 任何地層移動，包含地震、岩洞坍塌、礦坑沉落、山崩或地層下陷、上升、移動、膨脹、收縮以及其他任何地層變動。  
 Volcanic eruption, explosion, lava flow, or particulate matter.  
 火山爆發、爆炸、岩漿流動或微粒。

Policy Features 附加

Additional Collectors Coverages. These additional coverages increase the Limits of Insurance.  
 收藏家額外保障 此額外保障增加受保金額  
 Newly Acquired Property. We cover property of the same type acquired during the policy period for their actual cash value but no more than 25% of the amount of insurance for scheduled property of that type, provided you report these items to us within ninety (90) days of acquisition and pay the additional  
 新置品保障。本公司提供相同受保同類項目之最高25%為新置品保障，被保險人只需於購買後90天內通知本公司並繳付由購買日起計算之額外保費  
 Buy Back Agreement. You shall have the right to repurchase from us, damaged property that is recovered for the amount paid to you for the “loss”, plus an amount which represents loss adjustment and recovery expenses. You may repurchase damaged property belonging to you and for which a total “loss” has been paid, at the then “current market value” of the damaged property. We agree to notify you of your right to repurchase damaged or recovered property and you shall have sixty (60) days from the  
 回購協議 被保險人有權向本公司回購已獲賠償損失的受損項目，但需外加理算費用及修復費用。被保險人如回購屬於你的及已賠償全損金額的受損財產，便以受損財產的「目前市場價值」計算。在被保險人的權利下，本公司同意通知你，回購損壞的或尋回的財產，被保險人必須在六十（60）天通知之日起行使這項回購權。

<p>Additional Conditions 額外條款</p>	<p>Packing. You represent and agree that the covered property will be packed and unpacked by packers who are trained and skilled in utilizing procedures and materials necessary to protect the covered property. Your failure to comply with this condition will automatically suspend your coverage.</p> <p>包裝： 被保險人聲明並承諾保險標的物包裝之拆、裝作業時，需由受過訓練的專業包裝、運輸業者進行，並以保險標的物所需之步驟與材料包裝。如不履行以上義務，保單將自動失效。</p> <p>Protective Safeguards. You represent and agree to maintain throughout the term of this policy, any and all protective safeguards as were represented to us to be in existence at all locations when this coverage began. Your failure to maintain the protective safeguards in working condition and in operation will automatically suspend your coverage.</p> <p>合理之預防措施 被保險人在受保期內任何環境下應保持所保之財產處於良好狀態，並採取一切合理的預防措施防止損毀發生。如不履行以上義務，保單將自動失效。</p> <p>Schedule of Covered Property. You agree that you will provide us an itemized schedule of covered property, with agreed values, at the inception of the policy. In the case of personal fine art collections, the schedule should include name of artist, title of work, medium, date, and dimension. This requirement will not apply to articles covered on a “blanket” basis.</p> <p>受保財產附表 被保險人同意在保單生效前提供個別受保項目之協定價值附表，如個人藝術收藏，附表內應列明藝術家名稱、作品名稱、物料、日期及尺寸。此條件不適用於以總括性投保的保險標的。</p>
<p>Definitions 定義</p>	<p>"Loss" means accidental loss or damage.</p> <p>「損失」指意外事故導致之損失或損毀</p> <p>“Blanket” means unscheduled</p> <p>“總括承保” 指不列項的承保範圍</p> <p>“Current Market Value” means the amount, at the time of the “loss”, that it would cost to replace a property with another of similar age, quality, origin, appearance and condition within a reasonable length of time in an appropriate and relevant</p> <p>「目前市場價值」指當「損失」發生時以當時的市場價格重置相同/類似年份、質量、外型、狀態的作品金額。</p> <p>In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.</p> <p>在見証情況下，此保單已正式生效並執行，但除非我們已由授權代表簽署，此保單將是無效的。</p>

※申報頻率： 事實發生或內容異動之日起三十日內更新。