

公司名稱: 泰安產物保險股份有限公司  
 商品代碼: 2014082510701  
 商品名稱: TAI ANI NSURANCEUMBRELLALI ABI LI TYI NSURANCEPOLI CY

條款項目	保險契約條款內容
GENERAL INSURING AGREEMENT 共同 事項	<p>This Policy incorporates the Schedule, Definitions, Conditions, Exclusions, Memoranda, and Endorsements and any other terms herein contained which are to be read together.</p> <p>In consideration of the Named Insured in the Schedule having paid the Premium shown in the Schedule to the companies named herein (hereinafter referred to as the "Insurers"), the Insurers (including those, with the consent of the Named Insured, substituting in whole or in part for any of the original Insurers) severally but not jointly agree, each for the proportion set against their name and subject to the terms and Conditions contained herein or Endorsed hereon to indemnify the Taian Insurance Co., Ltd. (hereinafter referred to as the Leading Insurer) has been authorized by the other insurers (hereinafter referred to as the Co-insurers) to deal with all matters relating to this Policy including settlement of claims, and all decisions made by the Leading Insurer and all agreement reached between the Named Insured and the Leading Insurer shall be binding on the Co-insurers. Any notice given verbally or in writing by the Named Insured to the Leading Insurer shall be deemed to have also been given to the Co-insurers.</p> <p>In witness, the Insurers have caused this Policy to be signed by their authorized representatives.</p> <p>本保險契約，包括承保範圍、定義、一般事項、不保事項、備忘錄、附加條款及其他條款及約定應做一體之解釋。</p> <p>因本保險單中所載之被保險人已支付保單明列之保費予保單所載之保險人，保險人(包括經被保險人同意全部或一部代理原初之保險人者)個別而非連帶同意，依本保險單所列各自應負擔之比例及本保險單(含附加條款)之約定條件賠償被保險人之損失。</p> <p>(?單公司)已獲其他共同保險人(共保公司)授權處理與本保險單相關之所有事項(包括?險事故之處理及解決)。另，所有?單公司所做之決定及所有被保險人及出單公司間之決議效力皆及於共保公司。任何被保險人對出單公司口頭或書面之陳述視同對共保公司有相同之陳述。</p> <p>在見證下，保險人之有權代表已正式簽署本保險契約。</p>
INSURING AGREEMENTS 承 保協議	1. INDEMNITY CLAUSE

Subject to the terms, Exclusions, Definitions, Conditions, and limitations of this Policy the Insurers shall indemnify the Insured for all sums which the Insured shall be legally liable to pay Compensation including the liability assumed under contract or agreement by the Insured in respect of:

- (a) Personal Injury, or
- (b) Property Damage, or
- (c) Advertising Injury,

occurring within the Territorial Limits during the Policy Period as a result of an Occurrence happening in connection with the Business of the Insured.

## 2. LIMITS OF LIABILITY

Provided that the Insurers' liability for Ultimate Net Loss and/or Defence Costs and Supplementary Payments shall not exceed the Limits of Liability stipulated in Item 4 of the Schedule,

(a) The Insurers shall be liable only for the Ultimate Net Loss and/or Defence Costs and Supplementary Payments in excess of the Insured's Self Insured Retention & Deductible if none of the Underlying Policies stated on item 8 of the Schedule is applied;

(b) In the event the aggregate limits of liability of the Underlying Policies as listed in Item 8 of the Schedule are reduced or exhausted solely as a result of an Occurrence or Occurrences taking place during the Policy Period, the Insurers will continue coverage for the remainder of the Policy Period in excess of the reduced or exhausted limits subject to the terms and Conditions of this Policy and the Insurers' Limits of Liability but not for broader coverage than that provided by the Policy. It is further agreed that the Insured may insure any or part of or all of the Insured's Self Insured Retention & Deductible indicated on Schedule or take advantage of any other insurance available to it without prejudice to or invalidation of coverage under this Policy. In addition, the aggregation of Insured's Self Insured Retention still can be eroded.

## 3. POLICY PERIOD

The period stipulated in Item 3 of the Schedule.

## 4. DEFENCE COSTS AND SUPPLEMENTARY PAYMENTS

In respect of Occurrences covered under this Policy, the Insurers shall:

(a) pay all expenses incurred by the Insurers, all costs taxed against the Insured in any suit defended by the Insurers and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Insurers have paid or tendered or deposited in court that part of the judgment which does not exceed the limit of Insurers' liability;

(b) pay monies on appeal bonds required in any suit, money on bonds to release attachments in any such suit for an amount not in excess of the applicable Limits of Liability of the Policy, and the cost of bail bond required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this Policy applies but the Insurers shall have no obligation to apply for or furnish any such bonds;

(c) pay reasonable expenses incurred by the Insured at the Insurers' request in assisting the Insurers in the investigation or defence of any claim or suit including actual loss of

(d) pay all charges, expenses and legal costs as above including Compensation covered by this Policy if the Insurers are prevented by law or otherwise in any territory from making payments on behalf of the Insured. If the Insurers are not legally permitted to, or cannot for any other reason, defend any suit against the Insured, the Insurers will reimburse the Insured for the expense of such defence incurred with their written consent.

Provided that the above-said Defence Costs and Supplementary Payments are part of rather than in addition to the Limits of Liability stated in the Schedule and the Insurers shall not be liable to the extent the above costs or expenses are covered by USA/ CANADA PROVISION

Notwithstanding anything which may be contained in any Underlying Policies to the contrary, it is understood and agreed that the following USA/Canada Provisions shall apply at all times.

(a) All defence and other costs incurred with respect to claims brought against the Insured within countries which operate under the laws of the United States of America and the laws of Canada will be inclusive of the Limit of Liability.

(b) It is noted that there is no coverage afforded by this Policy for any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water in the United States of America and/or Canada.

However, under this Policy, the Insurers will pay all reasonable legal costs and expenses incurred by the Insured with the written agreement of the Insurers, and all defence costs incurred by the Insurers. These defence costs and expenses are payable subject

(a) If a payment exceeding the Insurers' liability under this Policy to indemnify the Insured has to be made to dispose of a claim, the liability of the Insurers for defence costs and expenses is limited to the proportion that the Insurers' liability to indemnify the Insured under this Policy bears to

(b) The liability of the Insurers for defence costs and expenses is limited to the proportion that the Insurers' liability to indemnify the Insured under this Policy bears to the total amount

#### 1. 承保範圍

茲經雙方同意下，本公司於符合本保單所載條款、除外不保事項、定義、條件及限制下，對於被保險人於保險期間內在保單所載明之處所因經營業務之行為發生意外事故導致下列損失，依法應負賠償責任，而受賠償請求

(a) 體傷

(b) 財物

(c) 廣告中傷

#### 2. 賠償限額

若保險人就最高淨額損失及／或訴訟費用及其他費用之責任未超過承保明細表第四項所列之責任限額，則

(a) 若無其他承保明細表第八項所列之先順位保險單可供適用，則保險人僅就超過被保險人自留額及自負額部分之最高淨額損失及／或訴訟費用及其他費用負責；或

(b) 若承保明細表第八項所列之先順位保險單之責任限額因某一在保險期間內發生之承保事故而有減消或耗盡，保險人將於保險期間內繼續依本保險單之約定在本保險單保險人之責任限額下，賠償超過該減消或耗盡後之責任金額之部分。惟該賠償範圍不超過該減消或耗盡之先順位保險單

這是進一步同意，承保被保險人在保單上載明任何、一部分或全部是由被保險人自留額度及自負額或再不影響本保單效力下投保其他保險。除此之外，被保險人自行投保的部份需先行扣除。

#### 3. 保險期間

依承保明細表第三項約定辦理

#### 4. 訴訟費用及其額外費用

於保單承保事故發生時，本公司對下列費用亦負賠償之責：

(a) 本公司所生相關費用、由被保險人先行墊付為進行抗辯之費用及因判決結果而須支付之利息與未超過本公司責任限額提存於法院之保證金

(b) 於保單責任限額內因上訴所支付之保證金、因解除扣押所支付之保證金及因被保險人使用交通工具發生意外或違反交通規則所需支付但依保單規定本公司無須負擔之保釋金

(c) 本公司依被保險人要求提供任何賠償請求相關查勘及訴訟所生之合理費用，包括實際收入損失

(d) 如本公司因法律或因地區限制無法代表被保險人支付而衍生如前所述之所有費用包括保單支付之保險金

前述之訴訟費用及其額外費用不受保單計畫書中保單責任限額之限制，且若上述費用已由其他優先適用之保單承保，本公司不負賠償之責。

#### 美國/加拿大條款

於下列事項中，若依被保險人先順位保險單有相反之約定，本條款仍有適

(a) 被保險人於依照美國及加拿大法律為依據的國家中發生之賠償請求事件所衍生的訴訟費用及其額外費用，本公司負賠償之責並以本保單賠償限額

(b) 但本保單對於在美國或加拿大發生任何直接或間接因濃煙、蒸汽、油煙、酸液、鹼液、有毒化學液體等液體或氣體及廢棄物質或其他刺激性物質或污染緣外洩、滲漏或排放而造成土地、空氣、水源或水本身污染之損

但本公司對於下列被保險人經本公司書面同意之合理訴訟費用或由被保險人先行墊付為進行抗辯之費用，亦負賠償之責，但以下列為限：

(a)若賠償金額超過保單規定賠償限額，本公司對於上述訴訟費用及其額外費用依照保單責任限額與實際賠償金額之比例為限

(b)本公司對於上述訴訟費用及其額外費用以保單所載賠償限額與實際支付金額之比例為限

EXCLUSIONS 除外不保事項

This Policy does not apply to:

1. (a) Any liability for Personal Injury in respect of which the Insured is or would be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to Worker' s Compensation whether or not such insurance has been effected.

(b) Any liability imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.

(c) Any liability relating to Employment Practices.

2. Property Damage to:

(a) property owned by the Insured; or

(b) the Insured's Product or any part of it if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof; or

(c) any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the Insured or on the Insured's behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, Provided this Exclusion shall not apply to Personal Injury or Property Damage resulting from such

3. Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

(a) a delay in or lack of performance by or on behalf of the Insured in respect of any contract or agreement; or

(b) the failure of the Insured's Products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured; but this Exclusion 3 (b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Insured's Products or work performed by or on behalf of the Insured after such products or work have been put to their intended use by any person or organization other than the Insured.

4. Any liability claimed for any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal

(a) Insured' s Product or work performed by or on behalf of the Insured; or

(b) Impaired Property;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous

Impaired Property means tangible property, other than the Insured' s Product or Insured' s Work, that cannot be used or is less useful because:

(a) It incorporates Insured' s Product or work performed by or on behalf of the Insured that is known or thought to be defective, deficient, inadequate or dangerous; or

(b) The Insured having failed to fulfil the terms of a contract or agreement;

if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of the Insured' s Product or Insured' s Work; or

2. the fulfilling of the terms of the contract or agreement.

5. Any liability arising from product guarantee given by or on behalf of the Insured.

6. Personal Injury, Property Damage or Advertising Injury resulting from:

(a) failure of performance of contract but this shall not relate to claims for unauthorized appropriation of ideas based upon breach of an implied contract;

(b) Any infringement of trade mark, patent, service mark or trade name.

However, this Exclusion does not apply to infringement in the Insured' s advertisement, copyright, title or slogan;

(c) incorrect description of any article or commodity;

(d) mistake in advertised price.

7. Any liability arising out of:

(a) Property Damage or Personal Injury directly or indirectly arising out of the discharge, dispersal, release or escape of

(b) The cost of removing, nullifying or cleaning up Pollutants.

Provided that the Insurers shall cover liability otherwise excluded under clauses (a) and (b) above which is caused by a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place.

8. Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions:

- (i) The discharge, dispersal, release or escape must be neither expected nor intended by the insured and
  - (ii) The beginning of the discharge, dispersal, release or escape Occurrence must take place during the Policy Period and
  - (iii) The discharge, dispersal, release or escape must be physically evident or scientifically identifiable to the insured or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape Occurrence and
  - (iv) The initial Bodily Injury or Property Damage caused by the discharge, dispersal, release or escape must ensue within 72 hours of the beginning of the discharge, dispersal, release or escape Occurrence.
  - (v) Notwithstanding anything to the contrary in condition (iv), the Insured's duties in the event of Occurrence, claim or lawsuit or any other Policy Conditions, all claims made against the Insured under this coverage must be reported to Insurers as soon as practicable but not later than 30 days after termination of this Policy; Provided however that Insurers' duties under this coverage shall not be mitigated if the failure to provide such report did not cause the Insurers to suffer any material
9. Property Damage to property in the physical or legal control of the Insured; other than:
- (a) Vehicles (not belonging to or used by or on behalf of the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst any such vehicle is in a park owned or operated by the Insured; unless the car park is owned or operated by the Insured as part of the Business for reward. Payment of a charge by a tenant to the Insured for vehicle parking space is deemed not to be reward for the purposes of this Exclusion 9(a).
  - (b) Premises or part of premises (including contents thereof):
    - (i) leased or rented, or
    - (ii) temporarily occupied;by the Insured.
  - (c) Employees and visitors property.
  - (d) Any property in the physical or legal control of the Insured where the Insured has accepted or assumed legal liability thereof; Provided that the liability of the Insurers in respect of such property shall not exceed the Limits of Liability stated
10. Any liability arising out of the ownership, maintenance, operation, loading, unloading or use of Aircraft or Watercraft
- (a) Owned Aircraft or Watercraft, where insurance for such operations is provided by a policy listed in the Schedule of Underlying Policies and then for no broader coverage as provided

(b) Non owned Aircraft or Watercraft operation, but only when such craft are hired, leased or chartered to the Insured with a pilot/master and crew supplied. Provided insurance for the operation of such craft is applicable under a policy listed in the Schedule of Underlying Policies and then for no broader coverage as provided by such policy.

11. Any liability arising out of:

(a) the selling, leasing, hiring or manufacturing of Aircraft or aerial device;

(b) the manufacture and/or supply of parts and/or products that are used with the Insured's knowledge in such Aircraft or aerial device, unless such product, which does not affect the flying capabilities of aircraft, is accepted by Insurers and endorsed

12. Personal Injury arising out of the use of any registered vehicle owned by or in the physical control of the Insured or in respect of which insurance is required by virtue of any legislation relating to motor vehicles. Provided this Exclusion shall not apply in the event of:

(a) accidental or erroneous failure to maintain such statutory insurance, or

(b) coverage not being collectible by the Insured under any policy listed in the Schedule of Underlying Policies relating to the use of motor vehicles.

subject to as per Item 8 of the Schedule. However, the above doesn't apply to Item 6. Insured's Self Insured Retention in

13. Fines, penalties (whether civil, criminal or contractual), punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of, or in excess of compensatory damages.

14. Any liability of the Insured directly or indirectly occasioned by or through or in consequence directly or indirectly of any of the following Occurrences, namely:

(a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;

(b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government

15. Any liability directly or indirectly caused by or contributed to by or arising from:

(a) nuclear reactors and nuclear power stations or plant;

(b) any other premises or facilities whatsoever related to or concerned with:

(i) the production of nuclear energy; or

(ii) the production or storage or handling of nuclear fuel or nuclear waste.

16. Any liability in respect of Personal Injury, Property Damage or Advertising Injury resulting from asbestosis and/or related disease directly or indirectly caused by or contributed to the manufacturing, mining, processing, removal, transport, distribution and/or storage of asbestos, asbestos products or use

17. Any damage to the Insured's own property (whether or not as a part of the project or adjoining thereto) arising out of the Insured's construction/erection activities.

18. Any liability arising out of or in connection with manufacturing operations domiciled in the United States of America and/or Canada. However, this Exclusion does not apply to the Insured's products liability arising out of \_\_\_\_\_.

19. The rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith, but this Exclusion does not apply to the rendering of or failure to render professional medical advice by Medical Persons employed by the Insured to provide first aid and other medical services on the Insured's premises.

20. Liability of indemnity regulated under the Labour Standard Law. This exclusion does not apply to liability for damage that the Insured would have in the absence of the Labour Standard Law.

21. Pure Financial Loss Exclusion

This Policy does not cover:

a) the liability of financial loss sustained by a customer or user of any Insured's Products if such financial loss is a direct result of the defective or harmful conditions of such Insured's Products or their failure to perform a function for which they were supplied by the Insured.

b) the liability of financial loss sustained by any third party if such financial loss is a direct result of any negligence, errors and/or omissions of the Insured.

22. Any loss, damage, Compensation or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this Exclusion, terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or

effect to influence any government or to put the public or any

In any action suit or other proceedings where the insurer alleges that by reason of this Definition a loss, damage, Compensation or expense is not covered by this Policy, the burden of proving that such loss, damage or expense is covered shall be upon the

本保險單對於下列各項，不負賠償之責：

1. (a)任何因有關勞工賠償相關法律成立之基金、救助計畫、保險或自保方案因體傷所負之賠償責任

(b)任何勞工相關法令規定應賦予勞工而未依相關規定辦理之責任

(c)所有因Employment Practices所生之責任

2. 財物損失

(a)被保險人所有之財物

(b)被保險人生產之產品或零件之毀損可歸因於瑕疵或工藝品質不良

任何因被保險人之工藝品質不良、材料或設備之瑕疵或錯誤所致財物之毀損或滅失，而需予修復或重置，但不包括因上述修復或重置所致之體傷與

3. 有形財物因下列原因無法使用，但未發生實體毀損或滅失：

(a)被保險人延遲或無法履行契約規定

(b)被保險人之產品或生產作業無法達到被保險人所承諾之保證或時效性，但不包括被保險人之產品或生產作業於移交後，因突發不可預料之意外事故造成上述產品或生產作業毀損或滅失，而導致其他有形財物無法使用

4. 因下列財物於使用時因已知原因或可預期之瑕疵而無法使用、收回、召回、檢查、修復、重置、調整、搬運或處理而衍生之損失或費用：

(a)被保險人之產品

(b)受損之財物

上述”受損之財物”意指除了被保險人產品以外之有形財物，因下列原因而無法使用或部分功能喪失：

(a)被保險人之產品有已知或被認為有瑕疵、不適用或具有危險性

(b)被保險人違反契約上之規定

但可以下列方式回復原狀：

(a)修復、重置、調整或排除

(b)被保險人遵守契約上之規定

5. 因被保險人或其代表就產品所作之保證所衍生之責任

6. 因下列原因所導致之體傷、財損或廣告中傷

(a)因違反契約約定之義務，但不包括因違反合意而未經同意使用思想所生之請求

(b)對商標、專利權或廠牌名稱之侵害行為。但不包括侵害被保險人之廣告、版權、名稱或廣告

(c)對於商品錯誤的描述

(d)廣告價格的錯誤

7. 任何因下列原因所生之責任

(a)因污染物外洩、滲漏或排放造成之體傷或財物損失

(b)排除、中和或清除污染物之費用

但不包括於特定時間地點發生原因明確但突發不可預料非故意行為所致之

8. 任何直接或間接因濃煙、蒸汽、油煙、酸液、鹼液、有毒化學液體等液體或氣體及廢棄物質或其他刺激性物質或污染源外洩、滲漏或排放而造成土地、空氣、水源或水本身污染之損失，但不包括下列5項：

(i)上述外洩、滲漏或排放非被保險人所得預期或其之故意行為

(ii)上述外洩、滲漏或排放開始發生時間必須發生於保單期間內

(iii)被保險人須於上述外洩、滲漏或排放開始後72小時內提出合理之物理證據或科學上證明

(iv)因上述外洩、滲漏或排放所造成之體傷或財損，必須於上述外洩、滲漏或排放開始發生72小時內發生

(v)即使條件(iv)有相對的規定，但被保險人應於事故發生、遭受損失請求、訴訟行為或保單其他規定發生後，於合理時間但不超過保單終止日30日內，通知本公司。若被保險人違反前述規定，但無造成保險人之實質損失，保險人基於本保險單之義務不得減輕

9. 被保險人所有或管理之財物遭受損失，除了：

(a)被保險人實質上或法律上管理之車輛(非被保險人所有或使用或代表)於被保險人所有或管理之停車場遭受損失，除非該停車場為被保險人求取報酬之商業行為之一部分

上述之求取報酬之商業行為不包括承租戶就汽車停車位向被保險人所為之

(b)被保險人全部或部分不動產(包括內容物)為：

(i)租賃

(ii)暫時佔有

(c)員工或訪客之財物

(d)所有已為被保險人接受或承擔法律責任而管理之財物，但本公司賠償限額以保單所載保險金額為限

10. 任何因飛機或船舶之所有權、保養、操作、裝載、卸載或使用所生之賠償責任，除非：

(a)被保險人所有之飛機或船舶於承保明細表中有列明其他先順位保險，但承保範圍較小

(b)非被保險人所有，但由被保險人僱用或承租包含船長及組員之飛機或船舶，且於承保明細表中有列明其他先順位保險，但承保範圍較小

11. 所有因下列原因所生之責任：

(a)因販售、租賃、僱用或製造飛機或飛行器

(b)依被保險人認知所生產或提供之飛機或飛行器產品或零件，除非上述產品不影響飛機或飛行器飛行能力且為本公司所同意並附加於條款

12. 因任何被保險人所有而登記在其名下或受其管理或受任何車輛管制相關法律規定應投保之車輛所造成之體傷，但不包括：

(a)意外或錯誤造成無持續投保強制保險

(b)對於駕駛車輛之保險於被保險人先順位保單中並無承保

上述內容如承保明細表中第九項之約定，但上述規定不適用承保明細表第七項被保險人之自留額

13. 任何超過賠償損失之罰金、處罰、罰鍰、懲罰性損失、或其他損失

14. 任何直接或間接因下列原因或結果所生之賠償責任：

(a)敵人侵略、外敵行為、戰爭或類似戰爭之行為(不論宣戰與否)、內戰

(b)任何以恐怖或暴力手段之個人或組織進行侵略、暴動、軍事行動、叛亂、革命行動、篡權以推翻合法政府之行為

15. 任何直接或間接因下列原因或結果所生之賠償責任：

(a)核子反應爐或核能發電廠

(b)任何其他相關之建築物或設備：

(i)核能反應之產物

(ii)核子燃料或廢棄物之產品、儲存或處理

16. 直接或間接因生產、採集、製造、搬移或運送石棉、石棉產品或使用含有石棉之產品發生石棉沈滯病或相關疾病而導致體傷、財損或廣告中傷所

17. 因被保險人營造或安裝工程造成被保險人所有之財物(無論是工程本體或鄰近財物)
18. 所有位於美國或加拿大之生產過程所生之責任，但不包括
19. 因被保險人提供或不提供專業意見或服務或提供錯誤意見所致之損失，但不包括被保險人所聘用之醫療人員於被保險人處所提供之急救行為
20. 勞動基準法中所規定之賠償責任，但不包括勞動基準法中無規定之損失所生之賠償責任
21. 純財務損失除外不保事項：  
本保單不負下列賠償之責：
- (a) 所有被保險人之客戶或被保險人產品之使用者直接因被保險人產品之瑕疵或功能不彰而遭受財務損失所致之賠償責任
- (b) 直接因被保險人之疏忽、錯誤或遺漏所至第三人財物損失所致之賠償責任
22. 直接或間接因恐怖主義者之破壞行為所致之損失、損害、賠償或費用，無論是否同時有其他助因或接續任何其他損害或費用
- 本除外條款中所言恐怖主義者意指以暴力行為或故意行為造成政府或社會大眾生命、有形或無形資產於危險或遭受破壞之恐懼中
- 因本保單並無對損失、損害、賠償或費用做定義，於任何訴訟事件中，被保險人負有損失、損害或費用之舉證責任

DEFINITIONS 定義

Wherever appearing in this Policy or any annexures forming part hereof, the following words or phrases shall, unless the context specifically provides to the contrary, be interpreted in the manner described below:

1. ADVERTISING INJURY  
Libel, slander, defamation, copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities.

2. PERSONAL INJURY  
(a) bodily injury, death, illness, disease, disability, Loss of Consortium, shock, fright, mental anguish or mental injury;  
(b) false arrest, detention, false imprisonment, malicious prosecution or humiliation;  
(c) the publication or utterance of libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right of privacy except:  
(i) when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this Policy; or  
(ii) when any such publication or utterance is made in the course of or related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured;  
(d) wrongful entry or wrongful eviction or other invasion of the right of private occupancy;  
(e) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

(f) discrimination as a result of race religion sex marital status age intellectual impairment or disability (unless insurance thereof is prohibited by law) not committed by or at the intentional direction of the Insured, but only with respect to liability other than fines and penalties imposed by law;

(g) (i) copyright, design, title or slogan;  
(ii) piracy, plagiarism or unauthorised use of materials; all because of reproduction, publication, sale or public performance of any literary, artistic or musical works; which occurs during the Policy Period.

### 3. PROPERTY DAMAGE

(a) physical damage, destruction to or loss of tangible property including the loss of use thereof at any time resulting  
(b) loss of use of tangible property which has not been physically injured or destroyed.

### 4. OCCURRENCE

An event including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury or Property Damage or Advertising Injury neither expected nor intended from the standpoint of the Insured. All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.

With respect to Advertising Injury, all injury arising out of the same injurious material, regardless of the frequency of repetition, or the number or kind of media used, or whether a claim is made by one or more persons, shall be deemed to arise

### 5. BUSINESS

All activities and operations of the Business undertaken by the Insured, which shall include:

- (a) the ownership of premises and/or the tenancy and/or dormitories thereof by the Insured.
- (b) the provision of canteen, social, sports, welfare or child care organisations for the Insured's employees, and first aid/medical/ambulance or fire fighting services.
- (c) private work undertaken by the Insured's employees for any director or senior executive of the Insured.
- (d) participation in or at any exhibition, trade fair or

### 6. COMPENSATION

Monies paid or agreed to be paid by judgment or settlement for:

- (a) Personal Injury; or
- (b) Property Damage; or
- (c) Advertising Injury.

Provided that the above is only payable in respect of an Occurrence to which this Policy applies.

### 7. INSURED

The Named Insured named in the Schedule hereto, and:

(a) any subsidiary company now existing or hereafter formed (including subsidiaries thereof) of the Named Insured and any other organization under the control of the Named Insured and over which it is exercising active management including but not limited to \_\_\_\_\_ Education and Culture Foundation; Provided the following companies and their subsidiaries are not Insured:

\_\_\_\_\_  
(b) any new organization related to the insured existing operation acquired by the Named Insured during the Policy Period through consolidation, merger, purchase of the assets of or assumption of control and active management; Provided such acquisition or assumption is reported to the Insurers prior to expiry of the Policy Period provided further such acquisition is (c) any director, officer, employee, partner or shareholder of the Insured, but only whilst acting within the scope of their duties in such capacity;

(d) any person, principal, organization, trustee or estate to whom or to which the Insured is obligated by virtue of a written contract to provide insurance as is afforded by this Policy, but only to the extent required by such contract and in any event only for such coverage and Limits of Liability as provided in

(e) any canteen, social and/or sporting clubs, first aid, fire and ambulance services, charities, welfare and/or child care organisation formed with the consent of the Named Insured including any office bearer or member thereof in their respective capacities as such; provided always that students and staffs of kindergarten are regarded as third party; and any director or senior executive of the Insured in respect of private work undertaken by the Insured's employees for such director or senior

(f) if the Named Insured is declared in the Schedule as a partnership or joint venture, any partner or member thereof but only with respect to the extent of their liability as a partner or member of such partnership or joint venture;

(g) at the option of the Insured and subject to the terms of this Policy, any additional Insured(s) included in any policy listed in the Schedule of Underlying Policies but only to the extent that cover is provided for such additional Insured thereunder;

(h) any person while using, with the permission of the Insured, any motor vehicle owned by, loaned to or hired for use by or on behalf of the Insured and any person or organization legally responsible for the use thereof; Provided the actual operation or their actual use is within the scope of such permission, and any officer, director or shareholder of the Insured with respect to the use of a motor vehicle not owned by the Insured but only while such motor vehicle is being used in the Business of the Insured. The Insurance with respect to any person or organization other than the Insured does not apply under this

(i) to any person or organization, or to any agent or employee thereof, operating a motor vehicle sales agency, repair shop, service station, storage garage or public parking place;

(ii) to any motor vehicle hired by or loaned to the Insured, to the owner or a lessee (of whom the Insured is a sub lessee) thereof other than the Insured, or to any agent or employee of

#### 8. INSURED' S PRODUCTS

Any tangible property (after it has left the physical custody or control of the Insured) which has been designed, specified, formulated, manufactured, constructed, erected, installed, treated, altered, modified, repaired, serviced, grown, extracted, produced or processed, imported or exported, sold, handled, supplied, or distributed by or on behalf of the Insured and includes containers, labels and packing materials, directions, instructions and advice given or omitted to be given in

Insured' s Products shall also include incidental products such as souvenir, gift used for promotional, marketers or investor relation purpose, or anything which by operation of a law in Taiwan, Republic of China, the Insured shall be deemed to have

“Insured' s Products” shall not be deemed to include:

(a) any vending machine or any other property rented to or located for use of others but not sold by the Insured.

(b) Food and beverages supplied by or on behalf of the Insured primarily for consumption on the Insured' s premises.

#### 9. INSURED' S WORK

Work or operations performed by the Insured or on the Insured' s behalf and materials, parts or equipment furnished in connection with such work or operations.

#### 10. WATERCRAFT

Any vessel, craft or thing made or intended to float on or in or travel on or through water.

#### 11. AIRCRAFT

Any vehicle designed to transport persons or property through the

#### 12. ULTIMATE NET LOSS

The sum actually paid or payable in the settlement or satisfaction of losses for which the Insured is legally liable either by adjudication or compromise with the written consent of the Insurers, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including legal fees, court costs and interest on any judgment or award) and all salaries of employees and office expenses of the Insured incurred in respect of any Underlying

#### 13. INSURED' S SELF INSURED RETENTION

The Insured' s Self Insured Retention as stated in the Schedule applies only to claims in respect to coverage provided under this Policy which is not covered under any of the Underlying Policies stated in the Schedule.

The liability of the Insurers to indemnify the Insured under this Policy is subject to Item 4. Limits of Liability in the Schedule, the terms, Conditions and Exclusions of the Policy, over and above the Insured' s Self Insured Retention and/or Deductible and the following conditions:

(a) The Insurers shall have no obligation to make any payment in respect of an Occurrence within the Insured' s Self Insured Retention. The Insured shall be solely responsible for any payment in respect of an Occurrence within the Insured' s Self Insured Retention after its payment of Deductible of US\$\_\_\_\_\_ per Occurrence which also applies down to Defence Costs and

(b) The Insured' s Self Insured Retention is inclusive of any Defence Costs and Supplementary Payments relating to an Occurrence. Any Defence Costs and Supplementary Payments relating to an Occurrence are to be retained by the Insured and do contribute to the Insured' s Self Insured Retention.

(c) The Insurers will have sole discretion in determining the amount of any claims under this Policy and the amount of each claim which will contribute to the Insured' s Self Insured

(d) Should the amount of any claim change by way of payment or otherwise affect the application of the annual aggregate amount and/or the Insured' s Self Insured Retention aggregate amount and/or the subsequent Insured' s Self Insured Retention applied, the amounts paid will be subject to adjustment at the completion of the Policy Period. Both the Insurers and the Insured agree to refund any monies due to the other party within 60 days of

(e) The Insured will provide the Insurers with a complete list of all claims reported which do not exceed the Insured' s Self Insured Retention and/or Deductible within 30 days of the end of the Policy Period.

(f) The Named Insured will notify the Insurers immediately in the event a claim may exceed \_\_\_% of the Insured' s Self Insured Retention and Deductible above (a) said.

(g) In the event that, in the reasonable opinion of the Insurers, a claim to which this Policy may apply which is likely to exceed the Insured's Self Insured Retention and Deductible above (a) said, the Insurers shall have the right, but not the duty, to associate in the investigation, defence or settlement of that

#### 14. TERRITORIAL LIMITS

Worldwide, including USA/Canada

#### 15. EMPLOYMENT PRACTICES

Any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the Insured.

#### 16. LOSS OF CONSORTIUM

Loss of companionship, comfort, spouse society or sexual relations, claimed by the [husband, wife or de facto partner] of any person who sustains Personal Injury; but not including claims for emotional distress suffered by, or loss of domestic or household support services provided to any relative of the person who sustains the Personal Injury.

#### 17. EMPLOYER'S LIABILITY

The term Employer's Liability means:

(a) death bodily injury illness or disease

caused anywhere in the world during the Policy Period to any person under a contract of service or apprenticeship with the Insured, if such injury, illness or disease arises out of and in the course of employment by the Insured.

(b) Occupational Disease (for Employer's Liability) as follows:

The insured deductible and policy limit provided by Employer's Liability applies:

(1) To one or more employees because of bodily injury or death in any one accident; and

(2) To any employee for bodily injury or death by disease.

#### 18. POLLUTANTS

Any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

#### 19. LIMITS OF LIABILITY

The maximum Ultimate Net Loss and/or Defence Costs and Supplementary Payments that the Insurers will indemnify the Insured during the Policy Period.

#### 20. UNDERLYING POLICIES

Any policy listed under Item 8 in the Policy Schedule and the liability indemnified or indemnifiable under such policies.

#### 1. 廣告中傷

因被保險人之廣告行為，發生毀謗、詆毀、中傷、版權、商標或專利權、盜版、不公平競爭、侵吞創意或侵犯隱私權等

## 2. 個人體傷

(a) 體傷、死亡、疾病、殘障、失去家人、驚嚇、驚駭、憂鬱或心靈受傷

(b) 非法拘捕、留置、非法監禁、惡意起訴或羞辱

(c) 毀謗或貶損之刊物或言論或侵犯隱私權之刊物或言論，但不包括

(i) 上述刊物或言論之第一次發表時間於本保單生效前

(ii) 由被保險人或代表被保險人於廣告、廣播、電視發表上述刊物或言論

(d) 對私人處所之非法入侵或非法驅逐或其他侵犯行為

(e) 非被保險人指示之抨擊或攻擊，除非為阻止或排除對人或財物之危險

(f) 非被保險人指示或本意對種族、宗教、性別、婚姻狀態、年齡、智能障礙或殘障之歧視，但除了法令規定之罰金或罰鍰所生之責任

(g) 於保險期間發生下列各項有關任何文章、藝術或音樂之複製、出版、販賣或公開表演

(i) 版權、設計、商標或專利權

(ii) 盜版、抄襲或未經授權使用

## 3. 財物損失

有形資產的實質毀損或滅失，包括任何時間之無法使用

尚未發生實質毀損或滅失但無法使用之有形資產

## 4. 事故

某一事件(包括持續或重複出現之相同情況)導致體傷、財損或廣告中傷之結果，而非出自被保險人之預期或故意。任何連續發生或可歸因於同一原因之事件視為一次事故

至於廣告中傷，若所有損害皆發生自同一來源，則不論其重複頻率，或媒體使用之種類及次數，或請求賠償人數多寡，均視為同一事故

## 5. 商業行為

所有承保明細表中所載之行為及運作，包含

(a) 被保險人之工廠及/或租賃廠所及/或宿舍

(b) 被保險人員工之伙食供應、社交、運動、福利或孩童照顧組織及急救/醫療/救護或消防設備

(c) 被保險人員工為主管或資深員工從事之私人工作

(d) 參與或從事展覽、銷售會或展示會

## 6. 賠償

本公司因判決或經理算所確認保單承保範圍內因承保事故所致之賠償責任所需賠付之金額：

(a) 體傷

(b) 財損

(c) 廣告中傷

## 7. 被保險人

於承保明細表中列明被保險人為：

(a) 被保險人所有已成立或將成立之子公司及所有被保險人掌控及實際管理之組織，包括但不限於，但不包括下列：

(b) 於保險期間由被保險人掌控單位經整合、合併、購買或獲取經營權之所有新組織，但需於本保單保險期間到期前通知本公司以加保之

(c) 所有被保險人之主管、職員、員工、合夥人及股東，但僅限於上述人員於執勤任務時

(d)所有與被保險人簽有合約，於本保單承保範圍內需提供保險之人員、業主、組織、受託人或財物，但僅限於上述合約之所需及保單承保範圍內並以保單責任限額為限

(e)經被保險人同意成立之福利社、社交及/或運動俱樂部、急救站、救護服務、慈善單位、福利及孩童照顧組織包含所有上述組織之員工或成員，但幼稚園之學生及員工視為第三人，及為主管從事私人的工作之被保險人

(f)被保險人於保單計畫書中所列之合夥人或聯合承攬人，但僅限於上述合夥人或聯合承攬人從事相關業務時所生之責任

(g)依據被保險人之選擇及保單相關規定，所有列明於其他優先保單計畫書中之被保險人，但僅限於上述人員從事相關業務時所生之責任

(h)經被保險人同意，任何使用被保險人所有、承租或出租車輛並負有法律責任之人員或組織，且符合被保險人規定下使用及主管、股東因商業行為所使用但不屬於被保險人之車輛，對於被保險人外之其他人員或組織本條款不包括下列情形：

(i)車廠經銷商、修理廠、服務站、倉儲或停車場之所有人或組織或代理商或員工

(ii)被保險人所承租或出租之車輛，除被保險人外之車輛所有人或承租人，或上述車輛所有人或承租人之代理商或員工

#### 8. 被保險人之產品

任何被設計、被規定、被配置、被製造、被建築、被安裝、被設置、被處理、被改變、被修飾、被修理、被服務、進化、被提鍊、被生產或加工、被進口或出口、被出售、被處理、被供給或被分配或代表被保險人包括貨櫃、標籤、包裝材料、說明、被給予或忽略有關產品之指示和告知之任何被保險人之產品也應包括附加的產品，如紀念品、獎勵用之禮物、行銷用之物品、股東相關目的或任何為行使中華民國之法律被保險人應被視為製不應被視為”被保險人之產品”之物包括：

任何出售之機器或其他財產租借或設置為他人之用但並不是被保險人所售於被保險人或代表被保險人之廠房供給之食物和飲料。

#### 9. 被保險人之工作

被保險人或被保險人代表所執行之工作或運作及與此工作或運作相關之材料、零件或設備。

#### 10. 船隻

任何船隻或製造用於漂浮或航行於水上之物。

#### 11. 飛行器

任何設計經由天空用於運輸人或財物之交通工具。

#### 12. 最終淨損失

最終能賠付解決或填補損失之總額其為被保險人法律上應負之責任或經理算或被保險人妥協後經被保險人書面用印同意並扣除適當之代位權及殘值但不包含因被保險人產生關於本保單之全部損失費用及法律費用(包括律師費、法院費用及由判決所衍生之利息)和全部員工之薪水和辦公室之費用。

#### 13. 被保險人之自留額

於承保明細表中所列之被保險人自留額，僅適用於合於本保險契約所定之承保範圍下，而非含括於承保明細表中所列之先順位保險單內之請求。

在本保險契約下，保險人對被保險人之賠償責任受承保明細表中第四項”責任限額”約定及本保險單之條款、一般事項及不保事項之限制，且僅就合乎以下約定之情況下超過被保險人自留額及/或自負額之部分負賠償責

(a)就任一事故在被保險人自留額之內之損失保險人不負賠償責任。被保險人應就任一事故於扣除自負額(US\$ )後在被保險人自留額內之損失(包括訴訟費及其他相關費用)負獨立之賠償責任。

(b)被保險人之自留額包括與任一事故相關之所有訴訟費用及其他相關費用。所有與任一事故相關之訴訟費用及其他相關費用皆由被保險人保留，且包含於被保險人之自留額內。

(c)保險人就針對本保險單之所有請求之賠償金額及每一請求對被保險人自留額總額有影響之請求之賠償金額保有所有決定權。

(d)若有任一請求之賠償金額因支付或其他原因改變年度賠償總額及/或被保險人之自留額總額及/或後繼之被保險人自留額，該些已支付之金額需於保險期間到期後受調整。保險人及被保險人雙方同意於六十日內將該筆款

(e)被保險人需於保險期間終了前三十日內，提供保險人所有未超過被保險人自留額及/或自負額之請求之完整清單。

(f)被保險人於任一請求可能超過被保險人自留額及自負額(見(a))之 %時，需及時通報保險人。

(g)在保險人基於一定理由認為某一針對本保險契約之請求可能超過被保險人之自留額及自負額之情況下，保險人有權利，但無義務參與該事故之調查、防禦或和解。

#### 14. 地域限制

全世界，包括美國及加拿大

#### 15. 僱傭行為

指被保險人任何違法或不公平之解雇、違反自然法之行為、誹謗、引導錯誤之表達或廣告、性騷擾或性歧視，或其他任何僱傭行為或可預期之僱傭

#### 16. 社群關係上之損失

指受體傷之人之{夫、妻、或事實上伴侶}所提出之關於失去陪伴、安慰、配偶或性關係之損失之請求；但不包含受體傷之人之親屬所承受之情感上壓力或所提供之經濟、家務之支持及服務。

#### 17. 僱主責任

僱主責任係指：

##### a. 死亡、體傷或疾病

與被保險人有勞動契約關係之人，或在被保險人指揮監督下之人，若於保險期間內在全世界各地，發生因該僱傭關係所生之意外事故導致之體傷、

##### b. 職業病(對僱主責任而言)係指

被保險人之自負額及本保險單之最高賠償責任在僱主責任中適用於：

(1)於任一意外事故中受體傷或死亡之一個或多個僱員，且

(2)該體傷僱員之體傷或死亡起因於疾病

#### 18. 污染物

任何固態、液態、氣態或熱之刺激物或污染物，包括但不限於煙、蒸氣、?、臭氣、酸、鹼、化學物質或廢棄物。廢棄物包括可回收、回復或重

#### 19. 責任限額

保險人在保險期間內需賠償之最高淨額損失及/或訴訟費用及其他相關支

#### 20. 先順位保險

指在本保險單承保明細表第八項(Item 8)列載之所有保險單其應負之賠償責任(含括已賠償及應賠償責任)。

CONDITIONS 一  
般事項

1. CHANGES

In respect to the Changes in Business under the Definition or Newly Merge and Acquisition affecting the facts or circumstance existing at the commencement of this insurance, shall be notified to the Insurers in writing as soon as practicable after such change comes to the notice of the Named Insured's Officer. Other than the Changes mentioned above, the change shall be notified to the Insurers at six (6) month after commencement of this insurance and at expiry for record purpose.

## 2. PREMIUM

Unless otherwise provided, the Premium for this Policy is a flat Premium and is not subject to adjustment.

In the event of Changes in Business under the Definition or Newly Merge and Acquisition or additional Insureds being added to the coverage under the Underlying Policies during the currency of this Policy, prompt notice shall be given to the Insurers and, if any additional Premium is charged for such Changes and addition on the Underlying Policies, the Insurers shall be entitled to charge an appropriate additional Premium under this Policy, and it is further agreed that the additional Premium to be paid at

## 3. INSPECTION AND AUDIT

The Insurers shall be permitted but not obligated to inspect the Insured's property and operations at any reasonable time upon prior written notice. Neither the Insurers' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking by the Insurers on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation. The Insurers may examine and audit the Insured's books and records at any time during the Policy Period and extensions thereof and within three (3) years after the final termination of this Policy, as far as

## 4. INSURED'S DUTIES IN THE EVENT OF AN OCCURRENCE, CLAIM OR SUIT

(a) In the event of an Occurrence or the reasonable likelihood of an Occurrence the Insured shall take such steps as is practicable and reasonable at their own expense to prevent Personal Injury, Property Damage or Advertising Injury arising or continuing out of such Occurrence.

(b) Either the Named Insured or the other Insureds, with the Named Insured's written consent, shall give notice in writing to the Insurers as soon as reasonably practicable of every Occurrence, and shall immediately thereafter forward to the Insurers all information relevant to such Occurrence received or held by the Insured or their representative, in particular:

Every demand, writ, summons, proceeding, impending prosecution, inquest and all information in relation thereto which may exceed the applicable amount as described in Item 8. Underlying Policies in the Schedule or the amount stated in Item 13. Insured's Self Insured Retention in Definitions of the Policy.

(c) The Insured shall not, without the Insurers' written consent, make any admission, offer, promise or payment in connection with any Occurrence or claim Provided always that, in the event of any Occurrence, the Insured if they so elect, may immediately begin repairs or reconstruction or the ordering of new replacement materials, equipment, and Insured's Products hereunder without being deemed in any manner as having militated against, waived or impaired any of its right to recover insurance/indemnity afforded by this Policy from the Insurers for such Occurrence. Provided further that such

work/reinstatement/order shall at all times be open to supervision by the Insurer and in case of dispute as to the cost of repair and/or reconstruction and/or such order, the loss shall be settled in accordance with the terms of this Policy at a later date without prejudice to the Insured's right to effectuate such immediate remedial measures. The sole object of this Condition being not to deprive the Insured from the use of operating properties and/or continue to conduct their commercial operations which may be necessary to their Business and the protection and

(d) If the amount of Ultimate Net Loss becomes certain through either trial, court judgment or agreement among the Insured, the claimant and the Insurers, then the Insured may pay the amount of Ultimate Net Loss to the claimant to effect settlement and, upon submission of due proof thereof, the Insurers shall within 15 business days indemnify the Insured for that part of such payment which is in excess of the Insured's Self Insured Retention & Deductible, or, the Insurers will, upon request by the Insured make such payment to the claimant on behalf of the Insured.

(e) The Insured, upon request, shall promptly reimburse the Insurers for any amount within the Deductible paid by the Insurers on behalf of the Insured in settlement or satisfaction

#### 5. KNOWLEDGE OF OCCURRENCE

Knowledge of an Occurrence by the Insured's agent, servant or employee shall not constitute the Named Insured's knowledge of an Occurrence unless and until one of Named Insured's officers responsible for administering the Named Insured's insurance program shall have received such notice from the agent, servant,

#### 6. RIGHT TO DEFEND; ASSISTANCE AND CO OPERATION OF THE INSURED

(a) In respect of Occurrences covered under this Policy, the Insurers shall have the right, if they so elect, to defend any suit against the Insured seeking Compensation on account of an Occurrence even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but the Insurers shall not be obligated to pay any claim or judgment or to defend any suit after the Insurers' Limits of Liability has been exhausted by payment of judgments or settlements and/or

(b) Without derogating from the right contained in Condition 6(a) above, the Insurers shall not be obligated to assume charge of the settlement or defence of any claim made or suit brought or proceedings instituted against the Insured, but the Insurers shall have the right and shall be given the opportunity to associate with the Insured or the insurers of Underlying Policies, or both, in the defence and control of any claim, suit or proceedings relative to any Occurrence where the claim or suit which in the Insurers' opinion involves or appears reasonably likely to involve Insurers in which event the Insured, the insurers of Underlying Policies and the Insurers shall cooperate in all things in the defence of such a claim, suit or proceeding.

(c) The Insured shall cooperate with the insurers of Underlying Policies as required by the terms of the Underlying Policies and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person, corporation or organization who may be liable to the Insured because of Personal Injury, Property Damage or Advertising Injury with respect to which insurance is afforded under this Policy or any of the Underlying Policies.

#### 7. APPEALS

If the Insured elects not to appeal a judgment in excess of the Insured's Self Insured Retention & Deductible or the Insured and the insurers of Underlying Policies elect not to appeal a judgment in excess of the limits of liability of any Underlying Policies stated in item 8 in the Schedule, the Insurers may elect to do so at their own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Insurers for Ultimate Net Loss and/or Defence Costs and Supplementary Payments exceed the amount specified in item 4 in the Schedule plus the taxable costs, disbursements and interest incidental to such appeal.

#### 8. CONTRIBUTION

When a loss paid under this Policy is also recoverable under another Policy or Policies and the Insurers have paid more than their rateable proportion, the Insurers reserve the right to seek contribution from the other insurer or insurers.

#### 9. SUBROGATION

In the event of any payment under this Policy, the Insurers shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. Any amount so recovered shall be applied in the following order of priority:

- (a) FIRST to the uninsured proportion of the loss;
- (b) SECOND to reimburse Insurers to the extent of their actual payment hereunder;
- (c) THIRD if any balance then remains unpaid it shall be applied to reimburse the Insured as their interest may appear.

The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no such recovery in proceedings conducted solely by the Insurers, they shall bear the expenses thereof.

Notwithstanding the above the Insurers hereby waive all rights of subrogation under this Policy against:

- (a) any corporation or organisation, the majority of whose capital stock is owned or controlled by the Insured;
- (b) any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation, organisation or entity to which or to whom protection is afforded under this Policy; except that if such corporation, organisation or person is protected from such loss by any other policy of indemnity or insurance, the Insurers' right of subrogation is not waived to the extent and up to the amount of such other
- (c) any employee of the Insured, unless the conduct of such person which gave rise to a claim amounted to serious or wilful

#### 10. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Insurers until their consent is Endorsed hereon. If the Insured shall die or be adjudged bankrupt or insolvent, such insurance as is afforded by this Policy shall apply:

- (a) to the Insured's appropriate legal representative as the Insured, but only whilst acting within the scope of such duties;
- (b) with respect to the property, whether real or personal, of the Insured, to the person or corporation having proper temporary custody thereof, as the Insured, but only until the appointment and qualification of the legal representative.

#### 11. MAINTENANCE OF UNDERLYING POLICIES

The Insured shall maintain the Underlying Policies and renewals or replacements thereof with limits and coverage not more restrictive than as stated in Item 8 of the Schedule in full effect during the Policy Period, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of Occurrences covered thereunder. Failure to comply with the foregoing or bankruptcy or insolvency of any of the insurers of Underlying Policies shall not invalidate this Policy but in the event of such circumstances the Insurers shall be liable only to the extent that it would have been liable had such circumstances not

12. CROSS LIABILITY  
This Policy extends to indemnify each of the Insureds hereunder separately in the same manner and to a like extent as though policies had been issued in their separate names. In particular, but without limiting the foregoing, this Policy shall indemnify each of the Insureds in respect of claims made by any other Insured or by any employees or agents of such other Insured. Provided always that:

(a) each Insured shall be separately subject to the Conditions, Exclusions and Definitions of this Policy in the same manner and to a like extent as though separate policies had been issued, and  
(b) in no case shall the aggregate amount payable by the Insurers in respect of any one Occurrence and/or annual aggregate exceed the applicable Limits of Liability as stated in the Schedule.

#### 13. OTHER INTERESTED PARTIES

This Policy applies only to the Named Insured named in the Schedule and/or the other Insureds as defined herein and as a consequence indemnity attaches only to such Insured and to no

#### 14. STATUTORY REQUIREMENTS

The Insured shall take reasonable measures to comply with all statutory obligations and regulations imposed by any statutory or governmental authority in Taiwan.

#### 15. CANCELLATION

This Policy or any part thereof may be cancelled at any time by the Named Insured giving notice in writing to the Insurers. From the time of cancellation the Named Insured shall be entitled to a pro-rata refund of Premium for the unexpired portion of the Policy Period.

#### 16. APPLICABLE LAW

Should any dispute arise between the Named Insured and the Insurers over the application of this Policy, such dispute shall be determined in accordance with the law of Taiwan, Republic of

#### 17. EXCESS AUTOMOBILE LIABILITY

This Policy extends to cover all \_\_\_\_\_ employees to the extent they extend any business trip in USA for non business but legal reasons for a period of up to 10 days following the business

#### 18. STEP-DOWN CLAUSE

This Policy, subject to its terms, Conditions and Exclusions, is able to step down upon the exhaustion of any of the Underlying Policies stated in the Schedule with the application of a Deductible of US\$\_\_\_\_\_ per Occurrence. However, should such coverage complement any of the Underlying Policies stated in the Schedule, no Deductible other than the original Deductible of the respective Underlying Policy will be applied.

#### 19. NON CONCURRENT INSURANCE

Where coverage is provided by this Policy and no concurrent or Underlying Policy is provided, a minimum Deductible of US\$\_\_\_\_\_ per Occurrence is applicable.

#### 20. HEADINGS & INTERPRETATION

Headings have been included for ease of reference. It is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to

##### 1. 變更

當事實或現況之變更會顯著影響初始保單或其後更新之保單時，被保險人負責保險業務之人得知後，應儘速以書面通知保險人。

除上述之外，變更應通知保險人在六（6）個月後生效，並在本保險期滿作

##### 2. 保費

除另有約定外，本保單之保險費為均一保險費且不需調整。

在本保險單有效期間內，若有其他被保險人欲納入先順位保險單之承保範圍內，須立即通知保險人。如該先順位保險單有因此增收額外之保險費，在必要情況下，保險人有權就本保險單適度增收額外之保險費。

##### 3. 查勘及損害防阻

於保險人事先以書面通知被保險人後，保險人應受允許(但無義務)於合理之時間內，查勘被保險人之財產及運作。無論是保險人代表被保險人或基於被保險人或其他人之利益，行使查勘權或基於其上之作為或以之為本之報告皆無承諾或保證被保險人之財產或運作是安全的、健康的或符合所有法律、規定及規範。於本保單保險期間內或本保單延長期間內，及本保單保險期間結束後三年內，保險人得檢驗及審核被保險人有關本保單之書面

##### 4. 被保險人(保險事故發生、索賠或訴訟)應盡義務

(a)於保險事故發生或可能發生時，被保險人應採取可實行且合理必要之措施，以減輕或避免損失擴大。

(b)於保險事故發生時，被保險人應儘速以書面通知保險人或其他投保人或被保險人應儘速以書面通知保險人，並應提供所有與保險事故相關之資訊當所有相關資料，如賠償請求書、法院文件、傳票，或被保險人即將被起訴/或進入法律訴訟程序時，所指涉之損失已超過先順位保單或被保險人自

(c)在未經保險人書面同意前，被保險人不可所作出之任何允諾、提議、承認或支付承認。但如果被保險人於事故發生後立即進行修復、回復或購置新品材料、設備或被保險人之產品，並不會影響或喪失被保險人對本保單之求償權利。但本公司保有隨時監督上述修復、回復或購置及質疑上述金額之權利，上述損失金額將於日後依照保單條款公正處理之。本條款目的為被保險人不會因損失發生而喪失運作並能為正常營運以保護與維持名聲

(d)若保險事故之最終淨額損失金額於法院審理、判決或經由被保險人、請求權人及保險人共同協議確定後，被保險人得給付最終淨額損失金額並提交證明文件，保險人應於15個工作天內就超過自負額及自留額部份給付予被保險人，或應被保險人要求直接給付保險金予請求權人。

(e)保險人代表被保險人完成和解或履行給付義務後，被保險人應儘速償還自負額給保險人。

#### 5. 保險事故發生之通知

於負責被保險人保險計畫之行政主管之一受被保險人之代理人、使用人或受僱人有關保險事故發生通知有保險事故前，被保險人之代理人、使用人或受僱人對於保險事故發生之知悉，不構成被保險人對於保險事故之知

#### 6. 抗辯權、被保險人之協同及合作

(a)於本保單承保範圍內之事故發生時，保險人有權決定是否就針對被保險人提出之求償訴訟進行抵抗，即便該等訴訟係無理由、不真實或詐欺的；如保險人認為有利時，並得針對該些求償或訴訟進行調查或和解。惟於保險人之責任限度已因給付或裁判或和解及/或抗辯費用及附加費用耗盡時，保險人就請求或裁判或為訴訟上抗辯之金額無給付之義務。

(b)在對保險人於6(a)所規定之權利範圍內無生減損之情況下，保險人無義務承擔因和解或任何針對被保險人之求償或訴訟或程序所生之費用，但保險人應有權利被賦予與被保險人及先順位保險單之保險人聯繫溝通之機會，以抗辯或控制任何與本保險事故有關之求償或訴訟或其他任何保險人合理認為與其有關之程序。在此情況下，被保險人、先順位保險單之保險人及保險人應就任何針對此些求償或訴訟或程序之抗辯為合作。

(c)被保險人應依先順位保險單所規定之條件與該保險單之保險人合作，並應遵守該保險單之所有規定及條件。又，對於保險人依據本保單或其他先順位保險單所賠償之任何體傷、財損或廣告損害，被保險人對應負責任之人、公司或組織行使求償權。

#### 7. 上訴

如被保險人選擇就超過其自留額及自負額之部分不予上訴、或被保險人或先順位保險單之保險人就超過承保明細表第八項約定責任限額之部分選擇不予上訴；保險人得以其自己費用上訴，且應就應稅費用、支付款及其附帶利息負責，但保險人之最終淨損失及/或抗辯費用及附加費用不得超過承保明細表第四項明列之數額加上因上訴所產生之應稅費用、支付款及其利

#### 8. 複保險之分攤

如本保單所賠償之事故亦在其他保單之承保範圍內，且保險人支付超過其按比例應支付之額度時，保險人保留其向其他保險人請求支付之權利。

#### 9. 代位

本保單應負擔之保險事故發生時，保險人得代位被保險人對於第三人或其他機構之所有權利，且被保險人應執行及交付任何適當之文書及文件並為任何保存權利所必要之手段。依此所獲得之數額應依照下列之優先順序為

(a)首先，保險範圍以外之損失

(b)其次，在保險人實際支出之範圍內填補保險人之損失  
(c)第三，如有剩餘，在被保險人有利益之範圍內，應填補被保險人由上述代位追償程序所產生之費用，應依各項受償債權之比例分擔。如無任何受償債權係單獨由保險人完成者，保險人應自行承擔該等費用。儘管如此，保險人放棄其對於下列事項之所有代位權利：

(a)被保險人擁有或控制主要股份之公司或組織

(b)在本保險單保護範圍內，任何公司、組織或個人擁有或控制主要股份之公司、組織或實體，除非該等公司、組織或個人係在其他保單之保護範圍內，則保險人對於其他保單承保範圍內之數額不放棄其代位權

(c)被保險人之受僱人，除非該人之作為構成故意或重大之不當行為

#### 10. 權利轉讓

除另外加註於本保險單外，任何本保險單內權利之轉讓並不拘束保險人。如被保險人死亡、宣告破產或資產不足清償債務，本保險單應適用於：

(a)被保險人之適當法定代理人僅於其職務範圍內為被保險人

(b)有關被保險人之資產部分，不論係不動產或動產，於指派法定代理人前，以對該等資產有適當之臨時管理權之人或組織為被保險人。

#### 11. 先順位保險單之保持

在本保險單有效期間內，除保單承保事故發生時最高保險限額之減少或免除外，被保險人應保持先順位保險單及其更新在保單限制及承保範圍上，不較承保明細表第八項之約定更為嚴格。若無法依循上述約定或先順位保險單之任一保險人宣告破產或資產不足清償債務，皆對本保險單不生影響；惟在該情況下，保險人僅就在保險期間內若該情況不存在，本保險單

#### 12. 交互責任

雖本保單係獨立發給各個被保險人，本保單各別提供各個被保險人相同內容之賠償內涵。特別是、在不限制前述條款之情況下，本保單對於本保單內之其他被保險人或其受僱人或代理人對被保險人之求償，亦應負責。

(a)本保單係個別簽發，但各被保險人應依相同方式及範圍，個別適用本保單之一般事項、不保事項及定義。

(b)在任何情況下，保險人就同一保險事故之賠償金額及/或年度最高賠償金額不得超過承保明細表所定之責任限額。

#### 13. 其他利害關係人

本保單僅適用於本保單承保明細表上所列及所定義之被保險人或其他被保險人，且賠償之對象限於上述之被保險人而不及任何其他第三人。

#### 14. 法規要求

被保險人應以合理手段遵守所有台灣法律及政府主管機關所訂之法令義務及規定。

#### 15. 撤銷

本保險單或本保險單之任何部分得於任何時間經被保險人以書面通知保險人後，為撤銷。

自撤銷時起，被保險人得依比例受歸還其未到期部分之保險費。

#### 16. 準據法

任何於保險人與被保險人間因本保單所引起之爭議應以台灣法為準據法。

#### 17. 汽車超額責任條款

本條款之承保範圍包括所有 之受僱人至美國之公務行程後之非公務而有合法理由之行程，該行程以十日為限。

#### 18. 減低條款

依本保單條款、一般事項及除外不保事項規定，本保單可以逐步減少任何先順位保險每一事故之自負額US\$ ，最後先順位保險除了各先順位保險原始自負額外，無其他自負額

19. 其他相關保險

當保險事故含括本保單之保險範圍內，且無其他同時保險或先順位保險適用時，每一事故之最低自負額為US\$ 。

20. 標題及釋義

本標題僅供閱覽之方便。雙方了解並同意本保單之條件及規定不以標題為解釋或釋義。

MEMORANDA 備忘錄

A. POLICY JACKET

Wherever this Policy including the Schedule is contained in any of the Insurers' own policy jacket, then this Policy wording and Schedule shall be deemed to replace all the terms, Conditions and Exclusions contained in the said jacket.

B. REVIEW OF UNDERLYING INSURANCE

The Insurers agree that they have reviewed and agreed the terms, conditions and coverage provided for by the Underlying Policies stated in the Schedule as far as such affects the terms, Conditions and coverage hereby provided. However, the Insured must manage its best to provide the Insurers a copy of the Underlying Policies stated in the Schedule before the Policy

C. EXCESS INSURANCE

Excess Insurance over and above the Limits of Liability expressed in this Policy is permitted and the existence of such insurance shall not reduce the Limits of Liability payable by this Policy.

D. BROAD AS PRIMARY RIDER

In the event of a loss which is covered under the underlying Automobile Primary Liability Insurance, the excess of which would be recoverable hereunder except for the terms, Conditions or Exclusions of this Policy, then, notwithstanding anything contained herein to the contrary, this Policy shall be deemed to be amended to follow and be subject to the same terms and conditions of such underlying Automobile Primary Liability Insurance. It is further agreed that this Memorandum shall in no way be deemed to also apply to any of the other Underlying Policies except as stated above.

In relation to all underlying construction / erection policies, the Limits of Liability as afforded by this Policy shall only apply on a follow form basis of such underlying construction / erection policies but in no event for any claim or loss subject to the terms Conditions and limitations of this Policy unless or until such claim or loss exceeds the Limits of Liability as Scheduled hereunder for such underlying construction / erection

E. LOSS ADJUSTERS

The following list of the three pre-nominated loss adjusters shall solely apply to Insured' s Self Insured Retention with the limit of liability of US\$\_\_\_ any one occurrence and annual aggregate. The Insured can choose any of the three pre-nominated loss adjusters for claim handling. However, when the Insured exercise this, the Conditions of Insured' s Self Insured Retention Clause should also be complied with.

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

A. 保險單封頁

無論本保險單條款(包含承保明細表)是否載明於保險單封頁，本保險單內條款效力優先於封頁所載之條款

B. 檢閱先順位保險單

保險人已審閱且同意本保險單承保明細表所列之先順位保險單之相關約定，並了解該先順位保險單之條款、一般事項及承保範圍等約定對本保險單之影響，而被保險人於本保險單有效期間(保險期間)內應盡可能提供本保險單承保明細表所列先順位保險單之影本予保險人。

C. 超額保險

超額保險在本保險單是被允許且並不因此縮減本保險單之賠償責任限額。

D. 擴大附加條款

於發生先順位汽車基本責任保險單所承保事故，儘管先順位汽車基本責任保險單有相對規定，但對於除了保單條款、一般規定及除外條款部分，所超出的部分亦按照汽車基本責任保險單之保單條款、一般規定及除外條款但上述部分除適用上述規定外，不適用其他先順位保單

有關先順位營造/安裝工程保險部分，本保單賠償限額以follow form為基礎，除非損失金額超過先順位營造/安裝工程保單責任限額，否則本保單不

E. 指定公證人條款

在被保險人有自留額條款適用之前提下，本條款僅適用每一事故責任限額及保險期間內累計責任限額US\$ \_\_\_\_\_ 之保險事故，另被保險人可以決定由下列三家其中一家公證人處理公證理算事宜。

i)

ii)

iii)

※申報頻率： 事實發生或內容異動之日起三十日內更新。