

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 ABILITYINSURANCEPOLICY  
申報頻率 事實發生或內容異動之日起三十日內更新

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; or

(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 reduced or exhausted Underlying Policies.

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 earnings.

(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 any Underlying Policies.

#### 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 to the following:

(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 that payment.

(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 paid.

## 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，而受賠償請求時，負有賠償之責：

(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，本條款仍有適用

(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為限

(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失，不負賠償之責

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

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 of:

(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 condition in it.

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 Pollutants.

(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 prejudice.

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 in the Schedule.

10. Any liability arising out of the ownership, maintenance, operation, loading, unloading or use of Aircraft or Watercraft except:

(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 by such policy;

(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

(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 hereon.

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 the Schedule.

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 by terrorism or by any violent means.

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 of any product containing asbestos.

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 section of the public in fear.



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 insured.

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財損

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損失

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給付

(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、財損或廣告中傷所致之責任

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

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