

公司名稱: 泰安產物保險股份有限公司
商品代碼: 2015102210702
商品名稱: TAIAN COMMERCIAL GENERAL LIABILITY INSURANCE(Occurrence Form)

條款項目	保險契約條款內容
承保範圍	Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions. 為維護您的權利與知悉您應盡之義務、同時能確實瞭解本保險契約之承保範圍，您應該仔細研讀本保單條款。 本保單條款所提及之"列名被保險人"係指本保險契約載明之被保險人或依本保險契約之約定視同被保險人的其他任何人或團體。 "本公司"指提供本保險契約之保險公司。 "被保險人"係指符合本保單條款 SECTION II「被保險人」定義之任何人或團體。 本保險契約中以雙引號" "特別標示的其他文字及語句皆有其特殊意義，請參照 SECTION V「定義」的解釋。 SECTION I - COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY 1. Insuring Agreement a.a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b.b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be c.c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d.d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

SECTION I - 承保範圍

承保範圍 A- 身體傷害及財物損失責任

1. 承保事項

a. 本保險契約承保被保險人依法應負損害賠償責任之"身體傷害"或"財物損失", 本公司依約負賠償之責。本公司有權利及義務就該請求損害賠償金之訴訟有進行抗辯。但是, 本公司對於未在本保險契約承保範圍內之"身體傷害"或"財物損失"所提出的損害賠償請求, 並無抗辯之義務。本公司亦得衡酌其情形就任何"意外事故之發生"進行調查並對其產生之索賠或訴訟進

(1) 本公司所賠付之損害賠償金總額仍以本保險契約 SECTION III 「保險金額」之約定為限; 且

(2) 本公司所賠付之損害賠償金總額已達本保險契約之理賠金額上限時，本公司抗辯之權利及義務即告終了。

本公司除前述約定外，另無責任或義務支付他項金額、費用或提供他項服務。但有本章後列有關「額外給付」之明文約定者，不在此限。

b. 本保險契約承保之"身體傷害"或"財物損失"，必須符合下列規定：

(1) 造成"身體傷害"或"財物損失"之"意外事故"須發生於"承保地區"；且

(2) 造成"身體傷害"或"財物損失"之"意外事故"在保險期間內；且

(3) 保險期間之前，不可有任何列於 SECTION II - 被保險人中第一段的被保險人或由被保險人授權的員工已得知不論部份或全部事故或索賠發生。若已有上列被保險人或由被保險人授權的員工已得知不論部份或全部事故或索賠發生，則因該事故而於保險期間內發生的"身體傷害"或"財物損失"變更之"身體傷害"或"財物損失"都將被視為於保險期間之前發生。

c. 發生於"保險期間內；且未有任何列於 SECTION II - 被保險人中第一段的被保險人或由被保險人授權的員工已得知事故之發生的"身體傷害"或"財物損失"，與因該事故而於保險期間後發生的"身體傷害"或"財物損失"、或延續、變更之"身體傷害"或"財物損失"。

d. "身體傷害"或"財物損失"之發生以下列最早者為準：

(1) 由任一被保險人或本公司收到"身體傷害"或"財物損失"之全部或部份

(2) 收到因"身體傷害"或"財物損失"而衍生的書面或口頭索賠通知。

(3) 因任何其他的方式得知"身體傷害"或"財物損失"已發生或已開始發

e. "身體傷害"的賠償請求尚包括因該身體傷害而導致的死亡。

不保事項

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property

(a) Liability to such party for, or for the cost of, that party's

defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of,

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally
(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD- ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

2. 不保項目

本保險契約對下列各項不負賠償責任：

a. 有意或預期損害

以被保險人觀點係屬有意或預期之體傷或財損。本除外條款不適用於因使用合理力量以保護人身或財產所致之人體傷害。

b. 契約責任

純粹由被保險人以契約或協議所承擔之體傷或財損之損害賠償責任。本除外條款不適用於：

(1) 即使無該項契約或協議存在亦應由被保險人負賠償責任者。

(2) 符合"被保險契約"定義之契約或協議所承擔之責任，並以"體傷"或"財損"係因履行該契約或協議所產生。若屬於"被保險契約"責任，並因而產生合理之律師費用或訴訟費用(對被保險人以外之人)視為"體傷"或"財損"，(a)對第三人之責任或是對第三人之抗辯費用以該"被保險契約"原本承擔者為限。

(b)與第三人有關之抗辯上之律師費用或訴訟費用需與本保險契約所產生之責任有關。

c. 酒精類飲料

因下列原因而致被保險人應負賠償責任之體傷或財損：

(1) 導致或促使任何人酒醉；

(2) 對未成年或已受酒精影響之人提供酒精類飲料；或

(3) 違反任何有關酒精類飲料之銷售、贈與、批發、或使用之法規或命本除外條款僅於被保險人經營酒精類飲料之製造、批發、銷售或供應之業務時適用。

d. 勞工補償法及其他相關法令之規定依據勞工補償法，失業補償法或殘廢給付法或其他相關法令之規定，被保險人應負之賠償責任。

e. 雇主責任

(1) 被保險人之受僱人因執行職務所受之體傷或因此所生被保險人對他人應負之損害賠償責任。

(2) "受僱人"之配偶、子女、父母或兄弟姐妹，因上述(1)之情形所致之身體傷害或其他損害。

本除外條款適用於：

(1) 由受僱人或其他任何人所提出之賠償請求或訴訟所主張之上述體傷；

(2) 任何人因上述體傷而必須負賠償責任之分擔或補償該人之責任。

本除外條款不適用於被保險人依據承保契約所承擔之責任。

f. 污染

(1) 本保險契約不適用於因實際、聲稱或可能會發生的排放、散佈、滲漏、搬移、釋出或逸出污染源所導致的任何體傷或財損。

(2) 本保險契約不適用於因為下列情況而產生的損失、支出或費用：

(a) 被保險人或其他人被要求、命令、請求或依據法律規定，測試、監控、清理、移除、抑制、處置、

解毒或中和、或以任何方法反應或評估污染源的影響；或

(b) 任何政府組織或其他人 或該些組織或人的代理人求賠償或以法律程序要求賠償因測試、監控、

清理、移除、抑制、處理、解毒或中和或以任何方法反應或評估污染源的影響所產生的損害。

g. 航空器、汽車或船舶

任何因被保險人自有、操作、或租用之任何航空器、汽車或船舶的擁有、維修、使用、或託付於他人之行為而造成之身體傷害或財物損失。"使用"包括操作和裝卸。

本除外事項包括任何被保險人因監督、聘用、僱用、訓練或督導他人時之疏忽或其他錯誤行為所致之賠償責任，如果該意外事故發生所致之"體傷"或"財損"涉及任何所有、維修、使用或託付於他人之航空器、汽車或船舶係屬於被保險人所有、操作、租用或借與。

本除外事項不包：

(1) 停泊在被保險人所用或租用處所之船舶，

(2) 不屬於被保險人所有之船舶：

(a) 小於 26 呎長，而且

(b) 不是收費而運送人員或財貨之船舶，

(3) 停放於被保險人所有或租用處所之車輛，但以該車輛並非被保險人所有、租用或借用為限，

(4) 因列於"機動設備"定義項中 f(2)或 f(3)之設備所致之"體傷"或"財

h. 機動設備

因下列原因所致之身體傷害或財物損失：

(1) 因由被保險人自有、操作、或租用的汽車運送機動設備時造成的身體傷害或財物損失；

(2) 在競賽或任何特技表演中、練習中或事前準備時使用機動設備而造成之身體傷害或財物損失。

i. 戰爭

因戰爭（不論宣戰與否）內戰、暴亂、判亂、革命或其他與前述原因有關之行為或狀況。戰爭包括內戰、暴動、叛亂、或革命。本除外條款僅適用於以契約或協議所承擔之責任。

j. 財物損失

下列財物之損失：

(1) 列名被保險人所自有、租用或佔用之財物。

(2) 因列名被保險人變賣、贈送、棄置之上開財物之任何一部分所造成之財物損失。

(3) 借與列名被保險人之財物。

(4) 被保險人監督、保管或管理下之動產。

(5)被保險人或直接、間接代理被保險人執行職務之任何承包商或次承包商所有之財產特定部份於其執行職務時所致之"財產損失"，

(6)因被保險人工作錯誤而需復原、修理或重置任何財產特定之某一部份。本除外事項之 Paragraph(1)(3)(4)不適用租給被保險人處所之"財損"(火災損失除外)，包括租給被保險人，租期為 7 天或連續但小於 7 天之處所之財物。Section III - 責任限額係適用於租給被保險之處所之財損。本除外事項之 Paragraph(2)不適用被保險人所完成之處所，且該處所從未為被保險人所有或租用。

此除外條款的 Paragraphs 3, 4, 5 及 6 不適用因鐵路支線條款所承攬的責此除外條款的 Paragraph 6 不適用於包含在完工危險中的財物損失

k. 被保險產品之損失
被保險產品本身或其任何部份所遭受之財損。

1. 被保險人工作之損失
由於被保險人工作或其一部份所致生於該工作之財產損害，且該損害屬於完工責任危險者。
但此除外條款不適用由次承攬人為列名被保險人所完成之受有損害之工作，或致生損害之工作。

m. 對於異常財物及未遭受實質損害之財物所生之損害：
因下列原因致"異常財物"或未遭受實質損害的財物所生之"財物損害"係因：
(1) "被保險產品"本身之瑕疵、缺陷、不適當性或具有危險性。
(2) 列名被保險人或其代理人遲延或未能依契約或協議之約定履行。
"被保險產品"雖依其用途使用，但因產品本身受突發、意外地實質損害以致造成其他財物不能使用之損失時，本除外條款不適用之。

n. 產品、工作或受損財產之召回
因被保險人其他人喪失使用、撤回、召回、檢查、修理、重置、調整、移除或處理下列(1)(2)(3)所產生任何損失、成本或費用：
(1) 被保險產品
(2) 被保險人之工作
(3) 異常財物
如果上述產品、工作或財產因已知或未知之缺點或缺陷或其本身條件之缺乏或有危害而從市場上、或任何使用之個人或組織撤回或召回

o. 人格及廣告損害
起因於人格及廣告損害的身體傷害。

p. 電子資料
因電子資料丟失、不能使用、損壞、變異、不能訪問以及不能操作所引起的損失。本除外責任條款下的電子資料是指由電腦軟體（包括系統軟體和應用軟體）、硬碟或軟碟、光碟驅動器、磁帶、驅動器、存儲單元、資料處理設備或其他任何具有電子控制設備的媒介所存儲、製作、使用、傳除外事項 c. 至 n. 不適用於因火災發生於被保險人租用的場所、或被保險人得到所有人允許而暫時使用的場所，所致之損失。

SECTION III - 保險限額中有規範此一承保範圍單獨的保險限額。

承保範圍

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY
1. Insuring Agreement

	a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B. b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period. 承保範圍 B "個人權利及廣告侵害" 的責任 a. 被保險人因本保險契約承保的"個人權利及廣告侵害" 依法應負賠償責任時，本公司依本保險契約的規定支付損害賠償金。本公司有權利和義務就提出該損害賠償的"訴訟" 為被保險人進行辯護，但是對非本保險契約承保的"個人權利及廣告侵害" 而提出的"訴訟"，本公司不負辯護義務。本公司可以自行決定，就侵害事件進行調查、對任何索賠或其導致的"訴訟" 進 (1)本公司將依本保險契約第三章【保險賠償限額】的規定支付賠償金額； (2)當所支付的裁判金額或和解金額已達到本保險契約承保範圍 A、B 或 C 條款下所規定適用的賠償限額時，本公司進行辯護的權利及義務即行終 除非在本保險契約【承保範圍】A、B 的補充支付條款中明確規定，否則本公司不承擔其他任何責任或義務進行賠付、實施行為或提供服務。 b. 本保險僅在以下情況下承保因記名被保險人的業務而引起的侵害事件所造成的"個人權利及廣告侵害"，即該侵害事件在保險期間發生在"承保區
不保事項	承保範圍 B- 除外責任 Exclusions This insurance does not apply to: a. Knowing Violation Of Rights Of Another "Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising b. Material Published With Knowledge Of Falsity "Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity. c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b.

and c. of "personal and advertising injury" under the Definitions

For the purposes of this exclusion, the placing of frames,

borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of,

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

本保險對下列事項不負賠償責任：

a. 故意侵犯他人權利

在被保險人明知其行為將侵犯他人權利造成"人格權及廣告侵害"的情況下被保險人仍作出或仍指示他人作出該行為而導致的"人格權及廣告侵害"；

b. 故意發佈虛假資料

在明知資料虛假的情況下，被保險人自行或指示他人以口頭或書面形式發佈該虛假資料而引起的"人格權及廣告侵害"；

c. 在保險期間開始前發佈的資料

口頭或書面形式發佈的資料所引起的"人格權及廣告侵害"，而該資料的首次發佈發生在在保險期間開始之前；

d. 犯罪行為

被保險人實施的或在被保險人指示下實施的犯罪行為所引起的"人格權及廣告侵害"；

e. 契約責任

被保險人根據契約或協定的規定有責任進行賠付的"人格權及廣告侵害"。但是如果被保險人在即使無該契約或協定的情況下仍應對上述侵害負賠償責任時，則不適用本除外責任條款。

f. 違反契約

違反契約而引起的"人格權及廣告侵害"，但不包括在默示契約下在記名被保險人的"廣告"中使用他人的廣告創意；

g. 品質或性能不符合聲明

商品、產品或服務不符合記名被保險人的"廣告"所聲明的品質或性能而引起的"人格權及廣告侵害"；

h. 對價格的錯誤描述

在記名被保險人的"廣告"中對商品、產品或服務的價格的錯誤描述而引起的"人格權及廣告侵害"；

i. 侵犯版權、專利、商標或商業秘密

因侵犯他人的版權、專利、商標、商業秘密或其他知識產權權利而引起的"人格權及廣告侵害"。但是，本除外責任條款不適用記名被保險人的"廣告"所引起的對版權、商業外觀或廣告用語的侵權行為。

j. 從事傳媒業及互聯網業的被保險人從事下列行業的被保險人所實施的"人格權及廣告侵害"：

(1) 廣告、無線電廣播、出版或電視廣播行業；

(2) 為他人設計或確定互聯網內容或互聯網網站的行業；

(3) 互聯網搜索、互聯網訪問、互聯網內容或互聯網服務的供應商。

但是，本除外責任條款不適用本保險契約【定義】14"人格權及廣告侵害"中 a、b、c所規定的侵害事件。

在本除外責任條款中，為記名被保險人或他人在互聯網上設置網頁框架、邊框或鏈結，或放置廣告均不應被視為從事廣告、無線電廣播、出版或電

k. 電子聊天室或電子佈告板

因被保險人主持的、擁有的或實施控制的電子聊天室或電子佈告板所引起的"人格權及廣告侵害"。

l. 未經授權使用他人名稱或產品

記名被保險人為誤導他人的潛在客戶，未經授權在其電子郵件位址、功能變數名稱或類別批註或其他任何類似手段中使用他人的名稱或產品所引起的"人格權及廣告侵害"。

m. 污染

因實際發生的、被指稱的或可能即將發生的在任何時候排放、傳播、滲漏、遷移、釋放或洩漏"污染物"而引起的"人格權及廣告侵害"。

n. 與污染有關的費用

因下列原因引起的任何損失、費用或開支：

(1) 因請求、要求、命令或根據法令或規章要求任何被保險人或他人對"污染物"進行測試、監測、清理、搬移、儲存、處理、除毒或中和，或以任何方式對"污染物"採取應對措施，或對"污染物"的影響進行評估；或

(2) 政府機構或其代表因對"污染物"進行測試、監測、清理、搬移、儲存、處理、除毒或中和，或以任何方式對"污染物"作出應對措施，或對"污染物"的影響進行評估所造成的損害而提起索賠或訴訟。

o. 戰爭

因下列原因直接或間接引起的"人格權及廣告侵害"：

(1) 戰爭，包括未宣戰的或內戰；

(2) 武裝部隊的類似戰爭行為，包括任何政府、主權國或其他權力機構使用軍事人員或其他武裝力量所從事的阻擊或防禦真實的或預想的攻擊的行

(3) 起義、叛亂、革命、篡權、或政府權力機構對此的阻擊或防衛行為。

承保範圍	COVERAGE C MEDICAL PAYMENTS 1. Insuring Agreement a. We will pay medical expenses as described below for "bodily injury" caused by an accident: (1) On premises you own or rent; (2) On ways next to premises you own or rent; or (3) Because of your operations; provided that: (1) The accident takes place in the "coverage territory" and during the policy period; (2) The expenses are incurred and reported to us within one year of the date of the accident; and The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require. b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for: (1) First aid administered at the time of an accident; (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and (3) Necessary ambulance, hospital, professional nursing and funeral services. 承保範圍 C 醫療費用 a. 本公司負責支付符合下列條件的意外事故所造成的"身體傷害"而產生的醫療費用： (1) 意外事故發生在記名被保險人所擁有或租借的場所內； (2) 意外事故發生在記名被保險人所擁有或租借場所的相鄰道路上；或 (3) 意外事故因記名被保險人的經營所引起。 且須滿足以下條件： (1) 意外事故必須在本保險契約所規定的"承保區域"及保險期間內發生； (2) 醫療費用必須在意外事故發生之日起一年內發生並向本公司報告； (3) 受害人必須在本公司要求時到本公司指定的醫生處進行檢查，檢查費用由本公司承擔。 b. 無論被保險人對意外事故的發生是否存在過錯，本公司負責支付其上述醫療費用。 但是該費用不應超過本保險契約下適用的保險賠償限額。本公司將支付下列各項合理的費用： (1) 意外事故發生之時實施急救的費用； (2) 必須的醫療、外科手術、X 光及牙科服務費用，包括修復術設備費用； (3) 必須的救護車服務、住院服務、專業護理服務及喪葬服務費用。
不保事項	Exclusions We will not pay expenses for "bodily injury": a. Any Insured To any insured, except "volunteer workers".

	b. Hired Person To a person hired to do work for or on behalf of any insured or a tenant of any insured. c. Injury On Normally Occupied Premises To a person injured on that part of premises you own or rent that the person normally occupies. d. Workers Compensation And Similar Laws To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a e. Athletics Activities To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or f. Products-Completed Operations Hazard Included within the "products-completed operations hazard". g. Coverage A Exclusions Excluded under Coverage A. 承保範圍 C- 除外責任 本公司不負責支付對下列各方或各項"身體傷害"所產生的費用： a. 被保險人 任何被保險人，但不包括"義務工作人員"； b. 受雇人員 受雇于任何被保險人並為其工作或代表其工作的人，或任何被保險人的承 c. 在正常佔用場所所受的傷害 正常佔用記名被保險人所擁有或租借場所的部分區域並在該區域內受傷的 d. 勞工補償及類似法律 無論是否為任何被保險人的"雇員"，根據勞工補償、殘障福利或其他類似法律其所遭受的"身體傷害"可得到或應得到補償的人； e. 體育活動 在練習、指導或參與進行任何體育鍛煉或比賽，運動，或體育競賽時受傷 f. 產品及完工責任風險 "產品及完工責任風險"定義內所包含的"身體傷害"； g. 【承保範圍】A 規定下的除外責任 在【承保範圍】A 項下適用於"身體傷害"的除外責任情形；
額外給付條款	SUPPLEMENTARY PAYMENTS -"occurrence" COVERAGES A AND B 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend: a. All expenses we incur. b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds. c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance. These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit";
 - (b) Conduct and control the defense of the indemnitee in such

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

額外給付條款 - COVERAGES A AND B

1. 本公司對於受理之賠償請求或賠案訴訟所為之抗辯，負責支付下列費

- a. 因本公司引起之全部費用，包括但不限於律師費用及公證費用。
- b. 至多美金 250 元的保釋金
- c. 保證金，但僅以保險額度內的金額為限。
- d. 被保險人因本公司之請求協助調查或抗辯所生之合理費用，包含無法工作的實際損失，但最高以每日 250 美元為限。
- e. 被保險人因訴訟所生之所有稅金
- f. 保險人應負責任，而針對被保險人之預斷裁決利益判決。如果保險人提議賠償保險限額，於該提議後之約定期間，保險人將不支付預斷裁決利益
- g. 進入判決後，保險人已支付、提議支付或提存於法院，而在保險限額內所發生之任何判決全部金額之利息。

這些賠付會減少保險契約所載保險限額。

2. 在本公司為被保險人進行抗辯時，倘受賠償請求人亦為被訴訟之一方，當符合下列條件時，本公司對受賠償請求人亦負抗辯之責：

- a. 為被保險人依承保契約內的契約或協議所承擔的責任；
- b. 本保險契約適用被保險人所承擔的責任；
- c. 被保險人對於同一承保契約已承受之抗辯義務或抗辯費用；
- d. 本公司確知意外事故賠償請求訴訟主張中之被保險人與受賠償請求者間無利益衝突；
- e. 受賠償請求者與被保險人要求本公司進行與控管對受賠償請求者的抗辯，並同意本公司指派同一法律顧問為兩者進行抗辯；且
- f. 受賠償請求人

(1) 書面同意：

- (a) 對訴訟之調查處理及抗辯與保險公司合作
- (b) 立即將收到之賠償請求書、法院令文、傳票或訴狀等影本送交本公司
- (c) 通知其他也可能受賠償請求的保險公司
- (d) 協助本公司與其他也可能受賠償請求的保險公司配合

(2) 提供以下書面授權：

- (a) 取得與訴訟相關的紀錄與資訊
- (b) 在訴訟中處理及控管受賠償請求者的抗辯

	凡符合上述條件，因抗辯所生律師費用、必要開支及受賠償請求者應本公司之請求所生之訴訟費用都依此約定賠付，但亦會減少保險契約所載保險下列情況下，本公司依額外給付條款對被保險人所負律師費用、訴訟費用給付之賠償責任即行終止： a. 本公司已賠付之損害賠償金總額已達本保險契約之理賠金額上限 b. 不再符合前述 Paragraph f 的條件
被保險人	SECTION II - WHO IS AN INSURED 1. If you are designated in the Declarations as: a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business. c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers. d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stock- holders are also insureds, but only with respect to their liability as e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees. 2. Each of the following is also an insured: a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer (1) "Bodily injury" or "personal and advertising injury": (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business; (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above; (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded

only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in
SECTION II - 被保險人

1. 本保險契約所載之列名被保險人，係就下列之定義分別為之：

a. 倘列名被保險人為個人時，該列名被保險人及其配偶均為本保險契約所稱之被保險人，但須以執行被保險人之獨資事業相關業務行為者為限。

b. 倘列名被保險人為合資企業時，則該列名被保險人或其合夥人、合資企業投資人及其配偶均為本保險契約所稱之被保險人，但須以執行與合夥或合資企業有關業務行為者為限。

c. 倘列名被保險人為有限公司時，則該列名被保險人或其合夥人均為本保險契約所稱之被保險人，但須以執行被保險人事業有關業務行為者為限。其經理人亦屬被保險人，但須以執行其業務者為限。

d. 倘列名被保險人為合夥、合資企業或有限公司以外之組織時，則該列名被保險人及其"執行主管"、董事及股東均為本保險契約所稱之被保險人，但"執行主管"、董事僅就其執行有關之責任者為限。而股東僅就其執行股

e. 倘列名被保險人為信託公司時，該列名被保險人及其信託人均為本保險契約所稱之被保險人，但須以執行其業務者為限。

2. 凡符合下列各項條件者，亦為本保險契約所稱之被保險人：

a. 前項所述被保險人之"受僱人"亦屬本保險契約所稱之被保險人，但須以執行僱傭範圍內之行為或執行與被保險人有關之業務行為者為限。惟下列所述"受僱人"之行為非屬承保範圍中：

(1) "身體傷害"或"人格或廣告損害"部分：

(a)前項所述之被保險人於執行業務行為時所受之"身體傷害"或"人格或廣告損害"；

(b)於上述本項(1)(a)情事，致前項所述之被保險人之配偶、子女、父母、或兄弟姐妹受有"身體傷害"或"人格或廣告損害"；

由於上述(1)(a)或(b)之損害，而有責任共同分攤或償還負有賠償義務之人之行為。(d)因提供或疏於提供專業健康醫療照顧服務，致"身體傷害"或"人格或廣告損害"。

(2)"財物損失"部份：

(a)對所擁有、佔用或使用之財物所造成之"財物損失"。

(b)對被保險人或其"受僱人"、合夥人或合資人(如為合夥或合資企業時)所租用、監督、保管、管理或無論任何目的而實質上支配之財物所造成之"財物損失"。

b. 為被保險人擔任不動產管理人之個人或團體(列名被保險人之受僱人除

c. 被保險人死亡時之遺產管理人。但：

(1) 以其維持或使用該財物所致之責任為限；且

(2) 於法定之遺產管理人被指定前

d. 列名被保險人死亡時之遺產管理人。但僅限於執行管理遺產之責任義務為限，遺產管理人享有被保險人就本保險契約之所有權利義務。

3. 依照道路交通管理法規之規定，駕駛以被保險人之名義註冊登記之動力設備且經被保險人同意使用隻其他人員或組織亦屬被保險人，但僅限於駕駛該設備之行為所產生的責任且無法適用其他保險理賠為前提。惟下列所

a. 共同受僱人於操作動力設備時所造成之身體傷害。

b. 於本條款中之被保險人或其僱傭人所擁有、租賃或佔有之財產所造成之財產損失。

4. 列名被保險人對新取得或新成立之組織(非合夥、合資企業或有限公司)擁有其所有權或主要權時，若該組織並無類似本保險契約之保障存在，則該組織視同為本保險契約之列名被保險人。但：

a. 本保險契約自被保險人取得或成立該組織之日起，僅提供 90 天或至保險單到期日止之保障，並以兩者日期先到達者為限；且

b. 對取得或成立該組織前所發生之"身體傷害"或"財物損失"不負賠償責

c. 對取得或成立該組織前所為之攻擊而造成之"人格及名譽損害"不負賠償責任。

任何人或組織於現在或過去執行合夥或合資企業之業務，而該合夥、合資企業或有限公司非本保險契約所載之被保險人時，執行該業務之人或組織不得視為本保險契約所稱之被保險人。

保險限額

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 2. The General Aggregate Limit is the most we will pay for the
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one
 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the

SECTION III - 保險限額

1. 本公司賠償之給付應依本保險契約所載之保險限額，及下列各條之約定為準，本公司賠償給付之最高責任限額且不因下列各項之多寡而有差別：
 - (a)被保險人之人數
 - (b)賠償請求或訴訟案件之數目
 - (c)提出賠償請求或訴訟之人數

	2. 本保險契約所稱之「累積賠償限額」係指本公司對於承保範圍 A、B 及額外給付所負之最高賠償金額。 3. 本保險契約所稱之「產品責任累積賠償限額」係指本公司對於承保範圍 A 因產品責任所負之最高賠償金額。 4. 本保險契約所稱之「完工責任累積賠償限額」係指本公司對於承保範圍 A 因完工責任所負之最高賠償金額。 5. 本保險契約所稱之「人格及廣告損害賠償限額」係指本公司對於承保範圍 B 所負之最高賠償金額。 6. 「產品責任累積賠償限額」「完工責任累積賠償限額」及「人格及廣告損害賠償限額」為本保險契約「累積賠償限額」之一部份。 7. 本保險契約所稱之「每一事故賠償限額」係指在每一次事故中對於承保範圍 A、B 及額外給付所負之最高賠償金額。 8. 依照上述 7，營業場所租賃賠償限額係指在 Coverage A 下，因任何營業場所租賃於被保險人時所產生的財物損失或因火災所產生損失之最高賠本保險賠償限額自保險期間開始，分別適用於任一連續保險年度及任一少於 12 月之剩餘保險期間。
一般事項	SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 1. Bankruptcy Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include: (1) How, when and where the "occurrence" or offense took place; (2) The names and addresses of any injured persons and witnesses; (3) The nature and location of any injury or damage arising out of the "occurrence" or offense. b. If a claim is made or "suit" is brought against any insured, you must: (1) Immediately record the specifics of the claim or "suit" and the date received; and (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable. c. You and any other involved insured must: (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit"; (2) Authorize us to obtain records and other information; (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be

SECTION IV - 一般事項

1. 破產、無清償能力:

被保險人或其遺產宣告或被宣告破產、無清償能力時，並不解除本公司就本保險契約所應負之責任與義務。

2. "事故發生時"、侵害他人行為時、賠償請求時、或訴訟時之通知義務:

- a. 列名被保險人對於可能發生賠償請求之"意外事故"或侵害，應儘可能立即通知本公司且確認本公司收訖無誤並提供下列資料:

- (1) "意外事故"或侵害發生之原因、時間、及地點;
- (2) 受害人及目擊證人之姓名、住址;及
- (3) "意外事故"所致傷害或損失之情形及其地點。

- b. 被保險人受賠償請求或訴訟時必須:

- (1) 詳實記錄賠償請求之內容及其接獲日期;並
- (2) 儘可能立即通知本公司。

列名被保險人同時應即檢送賠償請求之書面資料，並確認本公司已收訖備

- c. 被保險人及其他涉案之被保險人應:

- (1) 將所收到任何有關賠償請求或"訴訟"之訴狀、通知、傳票或法律文件之影本送交本公司;

- (2) 授權本公司取得各項紀錄及相關資訊;

- (3) 就該賠償請求或"訴訟"案件配合本公司為相關之調查、和解或抗辯;及

- (4) 對於本公司應負責賠償之"身體傷害"或"財物損失"發生時，若另有應負損害賠償責任之第三人存在，被保險人應本公司之要求時，應協助本公司向該第三人行使各項權利。

- d. 除必須之急救費用外，非經本公司同意，被保險人不得擅自承諾任何賠款、承擔任何責任或負擔任何費用。但被保險人為自己支出之費用及自願負擔者不在此限。

3. 對抗本公司之法律行動

在本保險契約承保範圍下，任何個人或組織均無權利:

- a. 為向被保險人取得損害賠償金，而將本公司列為共同被告，或致本公司進入訴訟程序。

b. 以本保險契約之承保範圍為依據，對本公司提起訴訟。但該個人或組織已符合本保險契約所載之各條款者，不在此限。

求償人同意和解或經判決確定後，得訴請本公司給付賠償金額。但本公司對於依本保險契約條款不應賠付之賠償金或超過保單賠償限額之保險金額之賠償金，仍不負賠償責任。本保險契約所稱之同意和解，係指經本公司、被保險人及求償人或其法定代理人共同簽署並同意就本賠案之處理方

4. 保險競合

如被保險人就本保險契約Coverage A或B之承保範圍內所承保之損失另有其他有效並可取得賠償之保險契約時，本公司對於該項賠償責任將依下列規

a. 基層保險

本保險契約除適用下列有關(b)款之規定外，為基層保險，即本公司之賠償責任不受其他競合保險之影響，但其他保險亦屬基層保險性質時，本公司應與其他保險分擔賠償責任，分擔之計算方式依下列第(c)款之規定辦理。

b. 溢額保險

有以下情形時，本保險契約為溢額保險，僅就上述其他保險之保險金額超過部份負賠償責任：

(1) 不論其他保險契約為基層保險、溢額保險、或其保險之生效繫於一定條件之成就、或其他情形之保險，若：

(a) 針對被保險人工程之火災、延展保險範圍、建築物風險、安裝風險或其他類似保險範圍。

(b) 針對租賃給被保險人或經所有人同意由被保險人使用之營業場所的火災保險。

(c) 被保險人就其營業場所之財物所另外購買保險以承保可能發生之損害賠償責任。

(d) 非屬 Section I-Coverage A-身體傷害及財物損失責任險除外不保 g 之範圍，且係因維修或使用航空器、汽車或船舶所發生之損失。

(2) 任何其他基層保險因營業場所或執行職務所產生之損失責任，而此責任以附加承保於批單中。

當本保險契約之性質為溢額保險時，本公司就其他保險人應負抗辯義務之請求或訴訟，不負擔Coverage A 或 B 其訴訟上之抗辯義務。若無其他保險人負責抗辯時，本公司當承擔此項工作，但本公司則應享

有與被保險人相同之權利，得對不履行抗辯義務之其他保險人要求賠償。

當本保險契約為溢額保險時，本公司僅於損失金額超過下列二項金額合計之部份，依應負擔之比例負賠償責任：

(1) 若本保險契約不存在時，其他所有保險契約應給付之賠償總額；及

(2) 若其他保險契約規定被保險人負擔自負額或自留額時，該自負額或自留額之總額。

若其他保險契約之性質非本款前述所稱之保險，並且非以本保險契約之保險金額超過部份負擔賠償責任時，本公司當與該其他保險人共同分擔超過上項總額之損失。

c. 賠償責任之分擔方式

如依其他保險契約之規定，可以平均分攤方式分擔賠償損失時，本公司亦當依此方式辦理。按此平均分攤方式，各保險人僅就損失金額負擔等額賠償金，直至保險賠償限額內之保險金額用盡或損失已分攤完畢時止。

若任一其他保險之保險人不同意依上項方式辦理時，本公司當以保險契約約定之保險金額與其他保險人分攤之。則各保險人的分擔之部份，當按各保險契約之保險金額與全部保險契約之保險金額總額之比例計算之。

5. 保險費之調整

a. 本公司當依本保險契約之約定及費率計算保險費。

b. 本保險契約上所標示的預付保險費，在保險期間終止時，即計為滿期保險費。在保險期間終止時，或保險契約中途終止時，應計算承保期間的滿期保險費，在通知記名被保險人以後，即成為到期應付的保險費。如果滿期保險費的金額低於已交付的保險費，而且調整後的保險費不低於保險契約首頁上記載的最低保險費，本公司應將其差額退還記名被保險人。

c. 第一列名被保險人必須保存本公司結算保險費所需之相關資料、紀錄，並於本公司提出請求時提供該項資料紀錄之影本。

6. 說明與告知

列名被保險人接受本保險契約時，即表示同意下述各項：

a. 本保險契約所載事項皆正確且完整；

b. 本保險契約所載事項皆根據列名被保險人所說明與告知之事實；且

c. 本公司係根據列名被保險人所說明與告知之事實簽發本保險契約。

7. 被保險人超過一人時保險契約之適用本保險契約除了保險賠償限額及對第一列名被保險人所特別約定之權利義務外，其就：

a. 列名被保險人不只一人時，本保險契約就各被保險人之適用與單一被保險人時之適用相同；且

b. 任一被保險人於受有賠償請求或訴訟時，本保險契約則就記被保險人單獨適用。

(本公司對於全體被保險人之賠償責任仍受本保險契約賠償限額之限制，本保險契約對於第一列名被保險人特別約定之權利及義務亦不受本條前二款約定影響。)

8. 代位求償權

被保險人因本公司應負保險責任之損失發生而對於第三人有損失賠償請求權者，本公司得於給付賠償金額後，得就賠償金額之範圍內對該第三人行使求償權。被保險人不得向該第三人拋棄求償權。本公司並得請求被保險人轉讓該損失賠償請求權於本公司，或委請被保險人逕行對該第三人提出訴訟。被保險人應同意並協助本公司行使前項權利之必要或合理行為。

9. 自動續保

若本公司對於本保險契約擬不繼續承保時，應於到期終止日前 30 天以書面通知本保險契約所載之第一列名被保險人。

若書面通知已寄出，則寄信證明即可作為通知之證明。

定義

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

"Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, water- craft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment. However, "mobile equipment" does

not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products- completed operations are subject to the General

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit"

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; And

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your

c. The providing of or failure to provide warnings

SECTION V – 定義

1. 本保險契約所稱"廣告", 係指被保險人以吸引顧客或支持者為目的, 而提供一般大眾或特定市場之商品或勞務之廣播或印刷品。包括:

a. 印好之通知單, 包括網路上之通知單或與其類似之電子傳播媒介品; 而

b. 網址係指被保險人以吸引顧客或支持者為目的, 而提供一般大眾或特定市場商品或勞務之網址。

2. 本保險契約所稱"汽車", 係指在公路及市區道路上, 不依軌道或電力架設, 而以原動機行駛之車輛; 但不包括機動設備在內。

3. 本保險契約所稱"體傷", 係指保險期間內任何人所受之體傷或疾病, 包括因此於任何時間所致之死亡。

4. 本保險契約所稱之"承保地區"係指:

a. 載於本保險契約之區域;

b. 國際水域或空域, 但以身體傷害或財物損失發生於來往於上述 a. 地區與國際水域或空域間之旅途或運送過程中者為限; 或

c. 上述以外之其他世界地區, 如果體傷或財損係由下列所產生:

(1) 被保險人在 4. a. 之地區所製造或銷售之商品;

(2) 第三人因代理被保險人之業務而短暫離開住家之活動, 但該第三人住家需位於 a 之地區; 或

(3) 因網路上之通知單或與其類似之電子傳播媒介品而產生之"人格及廣告損害", 但被保險人之賠償責任需經法院判決, 而且發生於 a 之地區或經保險人同意之賠償金額。

5. 本保險契約所稱之受僱員工包括"租用員工", 不包括"臨時性僱用之員

6. 本保險契約所稱"執行主管"係指依據被保險人之組織章程、憲法, 施行細則或其他類似相關之規定而被授與權力之人。

7. 本保險契約所稱"異常財物"係指非"被保險產品"之有形財物, 由於下列原因致其無法使用或使其可使用性降低:

a. 與被視為有瑕疵、缺陷、不適當或具有危險性之"被保險產品"結合所致

b. 被保險人無法滿足契約或協議之條件。

且上述"異常財物"可藉由下列方式重新恢復使用:

a. "被保險產品"經由修復、重置、調整或清除後, 或

b. 被保險人履行上述契約或協議之條件。

8. "承保契約" 係指：

a. 不動產租賃契約；但出租給被保險人之不動產或得到所有權人之允許而暫時為被保險人使用之不動產，當該不動產遭逢火災而需對任何人或組織負賠償之責時，該部份之租賃契約不屬於"承保契約"。

b. 鐵路支線條款；

c. 與車輛或行人鐵路通道有關之使役合約

d. 因法令規定需對政府之補償，但因承包政府工程而產生之責任除外；

e. 電梯維修合約

9. 本保險契約所稱"租用員工"係指經由與人力仲介公司之議，租用可於被保險人經營業務範圍內職行職務之人員。但"臨時性僱用之員工"並不包括

10. 本保險契約所稱"裝卸"，係指處理下列財產：

a. 處理從原來啟運之航空器，船舶或"車輛"卸下之財產；

b. 處理置存於或非置存於航空器，船舶或"車輛"之財產；或

c. 處理航空器，船舶或"車輛"運送至目的地之財產；但"裝卸"不包括藉由沒有附著於航空器，船舶或"車輛"之機械之裝卸或非因手推車之裝卸。

11. 本保險契約所稱"機動設備"，係指下列附著或沒有附著機械或設備之陸上搬運工具：

a. 推土機，農事機械，堆高機或其他非行使於公共道路之其他搬運工具；

b. 主要使用於被保險人自有或承租不動產附近之運輸工具；

c. 行馳於 crawler treads 之運輸工具；

d. 運輸工具，不論是否屬於自行驅動，主要係用於提供永久驅駛之動力：

(1) 電動起重機，鏟子，裝貨機，挖掘機或鑽孔機；或

(2) 與建築或重新鋪路有關之設備，例如平地機，刮除機或壓土機；

e. 不屬於上述 a、b、c、d，且本身沒有驅動能力、主要以提供動力之附屬型態運輸工具，包括：

(1) 空氣壓縮機，泵 或發電機；包括噴灑，焊接，建築物清理，地球物理學上開發，照明或挖井設備。

(2) 櫻桃採收機；

f. 不屬於上述 a、b、c、d，且不是以運送人員或貨物為主之運輸工具。但是下述具備自行驅動能力且永久附著之設備不屬於"運輸設備"，而是屬於"

(1) 以下列為主要設計目的之設備：

(a) 清除積雪；

(b) 保養道路，但與於建築或重新鋪路無關；或

(c) 清理街道

(2) 附著於汽車或貨車之櫻桃採收機；

(3) 動力壓縮機，泵 或發電機，包括噴灑，焊接，建築物清理，地球物理學上開發，照明或挖井設備。

12. 本保險契約所稱"意外事故"係指引起體傷或財損之事件，包含持續或重複發生之危險或情況。

13. 本保險契約所稱"人格及廣告侵害"係指因以下一種或多種攻擊行為而生之損害，包括後續之體傷：

a. 非法逮捕、拘禁或收押

b. 惡意訴追

c. 非法進入他人房間、住宅或財產，或將佔有人從其房間、住宅或財產逐

d. 以口頭或書面毀謗或侮辱他人或其貨品、產品或服務。

e. 以口頭或書面侵害他人之隱私權。

f. 仿冒他人之廣告知識。

g. 侵害他人之著作權、商標、服務標章、商號或商業上之櫥窗設計、或標

14. "污染物"指任何固體、液體、氣體或熱的刺激物或污染物。包括煙、氣、煤灰、毒氣、酸、鹼、有毒化合物和廢棄物。廢棄物包括被回收、重建、或改造之物質材料。

15. 本保險契約所稱"產品責任危險"係指不是發生於被保險人所有或租用之處所且係肇因於"被保險人之產品"或"被保險人工作"之"體傷"或"財損"，但不包括被保險人仍實際擁有之產品。

16. 本保險契約所稱"完工責任危險"係指不是發生於被保險人所有或租用之處所且係肇因於"被保險人工作"之"體傷"或"財損"，但不包括被保險人尚未完工或放棄之工作。

(1)當被保險人已依照其契約完成所有之工作。

(2)當被保險人之契約內工作地點不止一處時，某一工作地點之工作已全部完成。

(3)當某一工作地點之工作已由他人(非指同一工作地點之其他承包商或次承包商)，依原定目的使用。已完成，但仍需服務，維修，校正，修理或重置之工作將被視為完工。

b. 不包括下列原因所引起之"體傷"或"財損"：

(1)運送中之財產，除非損害不是因被保險人所有或操作之運輸工具之狀況所致，而且該狀況是因被保險人運輸工具"裝卸"貨物所產生；

(2)工具，未組裝之設備或放棄或不再使用之財產；或

17. 本保險契約所稱「財損」係指：

a. 保險期間內所發生有形財產之實質毀損或滅失，包括在任何時間因而所致之使用損失，或

b. 保險期間內因意外事件之發生，致使有形財產雖未遭受實質毀損或滅失，但卻因此而引起之使用損失。

在本保險契約中，電子資料不視為有形財產。

電子資料係指儲存作為、儲存於、創造、使用或構成電腦軟體之資訊、事實或程式，包括系統與應用軟體，軟、硬碟，CD-ROMS，捲帶，驅動器、電池，資料處理器或任何其他用作電子控制設備之媒介。

18. 本保險契約所稱"訴訟"係指基於本保險契約所承保之"體傷"、"財損"或"人格及廣告損害"所提出損害賠償金之民事訴訟程序。"訴訟"包含：

a. 損害賠償金請求之仲裁程序但必須或確實呈報本公司並經其同意。

b. 任何其他經本公司同意可解決請求損害賠償金爭議之程序。

19. 本保險契約所稱"臨時性僱用之員工"為替代僱用之員工休假或應付季節性需求或短時間工作量增加所作用之員工。

20. 本保險契約所稱"義工"，係指不是被保險人之"員工"，而提供其工作並且接受被保險人之指示及決定工作範圍之人，此外被保險人或他人對其工作並不支付費用，薪水或其他補償。

21. 本保險契約所稱"被保險產品"

a. 係指：

(1)除不動產以外之產品，由下列各人製造、銷售、處理、配銷或處置者：

(a)被保險人

(b)以被保險人名義從事買賣交易之人；或

(4)資產或事業已為被保險人所取得之人或機構；且

(2)與被保險產品有關之容器、物質、零件或設備。

b. 包括：

(1)於任何時間對被保險產品之適用性、品質、耐久性、功能或用途所為之擔保或陳述。

(2)警告標示或使用說明書之提供或未能提供。

22. 本保險契約所稱"被保險人之工作"，

a. 係指

(1)被保險人或其代理人所從事之工作或活動；而且

(2)因從事此等工作或活動而供給之材料，零件或設備。

b. 包括

(1)與適用性，品質，耐用性或使用"被保險人工作"有關之保證或說明，

(2)提供或怠於提供警告或指示。

※申報頻率： 事實發生或內容異動之日起三十日內更新。