

公司名稱
商品代碼
商品名稱
申報頻率

泰安產物保險股份有限公司
2015102210702
TAIAN COMMERCIAL GENERAL LIABILITY INSURANCE(Occurrence Form)
事實發生或內容異動之日起三十日內更新

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" and settle any claim or "suit" that may result. But:

(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 deemed to have been known prior to the policy period.

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行和解。但:

(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"、或延續、

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"之全部或部份通報;

不保事項

- (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"已發生或已開始發生。
- 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。

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;
- (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 damage", provided:

(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 alleged.

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, re-lease 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 re-lease 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 subcontractor;

(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, re- move, 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 be- cause of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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 govern- mental 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 water- craft that is owned or operated by or rented or loaned to any

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 garaged; or

(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 another's property;
- (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 insured;
- (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 rental by you.

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 sub-contractor.

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 intended use.

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 condition in it.

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(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"，但是：

(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、或使用之法規或命令。

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、父母或兄弟姊妹，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；以及

(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的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"財損"。

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

(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的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、叛亂、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

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任。

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。

l. 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、傳輸的資料、資訊或程式。

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。

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 or "suit" that may result. But:

(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”進行和解。但：

(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；且

(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止。

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“承保區域”之內。

承保範圍 B- 除外責任

Exclusions

This insurance does not apply to:

承保範圍

不保事項

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 injury".

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

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 Statements

"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 copy-right, 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 Section.

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

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 exercises control.

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, "pollutants".

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、出版或電視廣播行業。

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為；或

(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

(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

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；以及

(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 similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

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租人；

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人；

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，或體育競賽時受傷的人；

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；