

公司名稱: 泰安產物保險股份有限公司
 商品代碼: 2019102310701
 商品名稱: 泰安產物TAIAN EXCESS OF LOSS INSURANCE

條款項目	保險契約條款內容
承保範圍	<p>INSURANCE CLAUSE</p> <p>1.1 TAIAN agrees to provide the Insureds with insurance during the Policy Period excess of the Underlying Insurance. Coverage hereunder shall attach only after all such Underlying Insurance has been exhausted by payment of Claim(s) and shall then apply in conformance with the terms, conditions, exclusions and endorsements of the Primary Policy, together with all limitations, restrictions or exclusions contained in or added by endorsement to any other Underlying Insurance, except as specifically set forth in the terms, conditions and endorsements of this Policy. In no event shall this policy grant broader coverage than would be provided by any exhausted</p> <p>1.2 The total liability of the policy stated in the schedule means the total sum, after reduction for indemnity of underlying insurance, self insured retention, recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of judgements or any arbitration, or settlement with our consent or the " underlying insurer' s"</p>
不保事項(一)	<p>MAINTENANCE OF UNDERLYING INSURANCE</p> <p>2.1 All of the Underlying Insurance stated in the Schedule shall be maintained during the Policy Period in full effect and affording coverage at least as broad as the Primary Policy, except for any reduction of the aggregate limit(s) of liability available under the Underlying Insurance solely by reason of payment of losses thereunder. Failure to comply with the foregoing shall not invalidate this policy but TAIAN shall not be liable to a greater extent than if this condition had been complied with.</p> <p>2.2 In the event of any actual or alleged, (a) failure by the Insureds to give notice or to exercise any extensions under any Underlying Insurance, or (b) misrepresentation or breach of warranties by any of the Insureds with respect to any Underlying Insurance, TAIAN shall not be liable hereunder to a greater extent than it would have been in the absence of such actual or alleged failure, misrepresentation or breach.</p>
不保事項(二)	<p>DEPLETION OF UNDERLYING LIMIT(S)</p> <p>3.1 In the event of the depletion of the limit(s) of liability of the Underlying Insurance solely as the result of payment of losses thereunder, this policy shall, subject to TAIAN' s limit of liability and to the other terms of the policy, continue to apply for subsequent losses as excess insurance over the amount of insurance remaining under such Underlying Insurance. In the event of the exhaustion of all of the limit(s) of liability of such Underlying Insurance solely as a result of payment of losses thereunder, the remaining limits available under this policy shall, subject to the Insurers' limit of liability and to the other terms of this policy, continue for subsequent losses as primary insurance and any retention specified in the Primary Policy shall be imposed under this Policy, otherwise</p>
責任限額	<p>LIMIT OF LIABILITY</p> <p>4.1 The total limit of TAIAN' s liability hereunder to pay all or any loss originating during the Period of Insurance covered under this Policy shall not exceed the amount stated in the Schedule.</p>
請求權	CLAIM PARTICIPATION

	<p>5.1 TAIAN may, at its sole discretion, elect to participate in the investigation, settlement or defence of any claim against any of the Insureds for matters covered by this policy even if the Underlying Insurance has not been exhausted.</p>
代位	<p>SUBROGATION - RECOVERIES</p> <p>6.1 In the event of any payment under this Policy, TAIAN shall be subrogated to all the Insureds' rights of recovery against any person or organization, as stated in the Primary Policy, and the Insureds shall execute and deliver instruments and papers and do whatever else is necessary to secure such</p> <p>6.2 Any amounts recovered after payment of loss hereunder shall be apportioned in the inverse order of payment to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.</p>
注意事項	<p>NOTICE</p> <p>7.1 TAIAN shall be given notice in writing as soon as is practicable (a) in the event of the cancellation of any Underlying Insurance and (b) of any notice given of additional or return premiums charged or paid in connection with any Underlying Insurance.</p> <p>7.2 Notice of any claim shall be given in writing to TAIAN.</p>
授權條款	<p>AUTHORIZATION CLAUSE</p> <p>8.1 By acceptance of this Policy, the Insured agrees to act on behalf of all Insureds with respect to the giving and receiving of notice of claim(s) or of termination, the payment of premiums, and the receiving of any return premiums that may become due under this Policy, the acceptance of endorsements, and the giving or receiving of any other notice provided for in this Policy; and the Insureds agree that the Parent Corporation shall act on their behalf.</p>
契約內容之變更	<p>ALTERATION AND ASSIGNMENT</p> <p>9.1 No change in or modification of this Policy shall be effective except when made by written endorsement signed by an authorized representative of TAIAN.</p>
保險契約終止(一)	<p>TERMINATION OF POLICY</p> <p>10.1 This Policy shall terminate at the earliest of the following times:</p> <p>(A) 30 days after receipt by the person who has signed the application (or his/her appointed replacement) at the address stated in the Schedule of a written notice of cancellation from TAIAN;</p> <p>(B) upon receipt by TAIAN of written notice of cancellation from the person who has signed the application (or his/her appointed replacement) or, if a later time is specified in such notice, at such later time;</p> <p>(C) at such other time as may be agreed upon by TAIAN and the Insureds; or</p> <p>(D) upon expiration as stated in the Schedule.</p> <p>10.2 TAIAN shall refund the unearned premium computed at customary short rates if the Policy is terminated by the Insureds. Under any other circumstances the refund shall be computed pro-rata.</p>
保險契約終止(二)	<p>TERMINATION OF PRIMARY POLICY</p> <p>11.1 This policy shall terminate immediately upon the termination of the Primary Policy, whether by the Insureds or the primary insurer. Notice of cancellation or non-renewal of the Primary Policy duly given by the primary insurer shall serve as notice of the cancellation or non-renewal of this</p>
名詞定義	<p>POLICY DEFINITIONS</p> <p>12.1 (A) Insureds mean those persons Insured under the Primary Policy. (B) Primary Policy means the policy as stated in the Schedule. (C) Period of Insurance means the period stated in the Schedule. (D) Underlying Insurance means all those policies stated in the Schedule and any policies replacing them.</p>

※申報頻率：事實發生或內容異動之日起三十日內更新。