

公司名稱: 泰安產物保險股份有限公司
 商品代碼: 2020080510712
 商品名稱: 泰安產物 Construction & Erection All Risks And Third Party Liability Insurance Policy (07-061209A00240)

條款項目	保險契約條款內容
承保範圍	<p>in consideration of the Insured named in the Schedule having paid or agreed to pay on the due dates the Premium shown in the Schedule to the Insurance Company named herein (hereinafter called the Insurer).</p> <p>Taian Insurance Company Ltd.</p> <p>The Insurer agrees and subject to the terms and conditions contained herein or endorsed hereon that if during the Period of Insurance stated in the Schedule or during any further period or periods to be agreed and accepted by the Insured and the Insurer in respect of which the Insured shall have paid or agreed to pay and the Insurer shall have agreed to accept additional premium, the Insured shall sustain loss or damage or shall incur liability in the circumstances provided for by this Policy and defined herein, the Insurer shall indemnify the Insured in the manner hereinafter described.</p> <p>?</p> <p>THE SCHEDULE</p> <p>Policy No. :</p> <p>THE INSURED :</p> <p>Taiwan Semiconductor Manufacturing Company Limited as the Principal, Main contractors appointed by the Principal, Sub-contractors in any tier, Suppliers and vendors' representatives in respect of site activities only as the Contractor, all for their respective rights and interests in connection with the Project Insured.</p> <p>The terms Principal, Contractors, Sub-Contractors and Suppliers shall also mean all their affiliated, subsidiary and associated companies and corporations as now exist or may hereafter be constituted or acquired.</p> <p>The Insurer agrees to waive all rights of subrogation or action which the Insurer may have or acquire against any of the parties comprising the Insured or their directors agents or employees or their insurers arising out of any occurrence in respect of which any claim is admitted hereunder or which but for the application of any Retained Liability mentioned in the Schedule hereto would be made hereunder.</p> <p>THE PROJECTS INSURED:</p> <p>All contracts awarded by the Principal for the design, supply, installation, construction, erection, testing, commissioning and maintenance/defects liability of</p> <p>all associated and ancillary works and related services in connection</p> <p>INTEREST:</p> <p>The Limits and Sub-Limits applicable to this Policy apply in excess of the Retained Liabilities shown in the Schedule.</p> <p>SECTION 1 - CONSTRUCTION & ERECTION "ALL RISKS"</p> <p>Sum Insured</p> <p>Construction, Erection and Installation of Process Plant & Equipment all associated and ancillary works and related services in connection therewith. being the estimated Total Value of the Projects Insured</p> <p>Policy Limit</p> <p>(including Earthquake)</p>

Excluding Contractor's Equipment (other than Temporary Works) as defined Hereinafter referred to as the "Insured Property".

SECTION 2 - THIRTY PARTY LIABILITY

Limit of Indemnity

The legal liability of the Insured for accidental death or personal injury to Third Party persons or accidental loss of damage to Third Party property in connection with the Projects Insured. any one occurrence

(including cross liability) / for aggregate limit during the period of insurance

PERIOD OF INSURANCE:

Covering all tools received during

after the completion of installation, plus up to 3 months testing and commissioning thereafter followed by 12 months maintenance period.

Progressive hand-over to take place.

The liability of the Insurers shall commence directly upon commencement of work (includes Pre-installation work e.g. utility hook-up preparation) or after unloading of the items entered in the Schedule at the site.

TERRITORIAL LIMITS:

THE INSURED'S RETAINED LIABILITIES

Section 1 - Construction & Erection "All Risks"

any one occurrence

Extensions

Principal's Existing Property: any one occurrence

Offsite Storage: any one occurrence

Section 2 - Third Party Liability

Third Party Bodily Injury, Death and Property Damage:

any one occurrence

In respect of Sections 1 and 2

1. the Retained Liabilities stated in this Schedule shall apply to each and every occurrence;

2. for the purpose of the application of the Retained Liabilities, the word "occurrence" shall mean an event or series of events consequent on or attributable to one source or original cause;

3. in circumstances where more than one of the Retained Liabilities, under one or more Sections, could reasonably be applied to a claim the Retained Liabilities shall be applied separately and in no event shall the amount retained exceed the largest applicable Retained Liability;

4. where claims are submitted by more than one of the Insured parties which arise out of the same occurrence, the Retained Liability shall be applied proportionately between the Insured parties in relation to the total amount of such insured claim.

CONDITIONS:

Section 1- Construction & Erection "All Risks"

1. Advance Claim Payment ()

2. Automatic Increase Clause ()

3. Automatic Reinstatement Clause

4. Basis of Loss Settlement

5. Cyber Exclusion Clause

6. Extra Charges Clause (LOI: 20% of adjusted claim, max.

)

7. Extra Charges for Airfreight (LOI:)

8. Free Issue Materials Clause

9. Inland Transit ()

10. Maintenance/Defects Liability period clause (12 Months)
11. Marine Cargo Insurance (50/50 Clause)
12. Offsite Storage Clause ()
13. Plans and Documents Clause ()
14. Principal' s Existing Property Extension Clause ()
15. Professional Fee (AOA / AGG.)
16. Removal of Debris (AOA / AGG.)
17. SRCC
18. Special Conditions Concerning Fire Fighting Facilities
19. 72 Hours Clause

Section 2 - Third Party Liability

1. Additional Indemnities
2. Cross Liability Clause
3. USA and Canada Jurisdiction Exclusion

Combined - Section 1 & Section 2

1. Electronic Data Endorsement
2. Political Risk Exclusion Clause
3. 911 Terrorism Exclusion
4. Sanction Clause

PREMIUM:

TWD- - adjustable in accordance with General Condition 8.

PREMIUM RATE: ____%

Remarks :

In witness whereof the Undersigned being duly authorised by the Insurers and on behalf of the Insurers have hereunto set their hands
Taian Insurance Company Ltd.

DEFINITIONS

1. Permanent Works

Permanent Works shall include without limitation all permanent structures or work intended to perform a continuing function after completion and any other work contractually required to be executed and maintained in accordance with the relevant contract(s).

2. Permanent Plant

Permanent Plant shall mean all or any part of the machinery, apparatus, equipment, materials, components, articles, spares and all other items forming part of or intended to form part of the Project Insured to be supplied, delivered, erected, installed, tested and commissioned by the Contractor and Suppliers under the various contract(s).

3. Temporary Works

Temporary Works shall mean all temporary works of every kind required in or about the performance of the Project Insured including but not limited to all shuttering, formwork, scaffolding, sheet steel piling, supports and the like.

4. Constructional Equipment

Constructional Plant shall mean all appliances or things of whatsoever nature required for the performance of the Project Insured including but not limited to compressors, reusable pile casings, cutting tools, drilling, lifting and excavation equipment generally, batching plant, power cables and transformers associated therewith, surveying instruments and other fixed or mobile constructional plant tools and equipment, not being part of the Permanent or Temporary Works.

It is noted and agreed that Constructional Equipment is excluded from cover under Section 1 by virtue of Exclusion 6.

5. Maintenance/Defects Liability Period

Maintenance/Defects Liability Period shall mean the period(s) as defined in the various contracts in relation to the Project Insured not exceeding 12

6. Limit of Indemnity

The Limit of Indemnity applicable to Section 2 - Third Party Liability shall apply in respect of any one occurrence or series of occurrences consequent upon or attributable to one source or original cause and unlimited in the aggregate in respect of all occurrences during the Period of Insurance.

7. Hand Over, Testing and Commissioning Period

(1) Facilities:

The take-over or taking into production by the Principal of facilities shall occur upon the completion of all testing of the particular facility.

(2) Process Tools and Equipment:

The handover of process tool and equipment shall occur from the time that it has been erected and/or installed, and completed the Acceptance Test.

Testing and Commissioning Period of process tools and equipment is deemed to be no longer than 3 calendar months (extendable) commencing from the date of starting the Acceptance Test for the relevant tools or equipment. The completion date for such testing and commissioning activity shall be determined by the issuance of a document from the relevant control board/committee (or similar function unit) which officially releases the Process Tools or equipment from the erection phase.

If an approval of such document is not secured within the testing & commissioning period of 3 calendar months, the period of the testing & commissioning cover shall be automatically extended to approve the relevant document with a sub-limit of _____ in any one occurrence to be applied.

SECTION 1 - CONSTRUCTION AND ERECTION "ALL RISKS"

The Insurers hereby agree that if at any time during the Period of Insurance the Insured Property described in the Schedule shall suffer any unforeseen and accidental physical loss or damage from any cause other than as hereinafter excluded whilst at the sites of the Projects Insured the Insurers will indemnify the Insured in respect of such loss of or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each Project Insured the Estimated Total Value of the Insured Contracts specified in the Schedule and not exceeding in any one event the limit of indemnity where applicable and in all the total sum expressed in the Schedule as insured hereby except so far as reinstatement may be made as follows:

In the event of loss or damage the insurance hereunder shall notwithstanding be maintained in force during the Period of Insurance for the Sum Insured. The Principal undertakes to pay an additional premium at the Policy rate pro rata from the date of such loss or damage to the expiry of the current Period of Insurance, such additional premium being disregarded for the purpose of any adjustment of the Premium provided for in this Policy.

EXCLUSIONS TO SECTION 1

The Insurers shall not be liable for:

1. loss of or damage to cash, bank notes, treasury notes, cheques, stamps, deeds, bonds, bills of exchange, promissory notes or securities;

2. liquidated and ascertained damages for delay, non-completion or non-compliance with contract conditions, loss of revenue, increased financing costs or any other consequential loss or loss of use;
3. the cost of normal upkeep or normal making good;
4. loss by disappearance or by shortage which is not traceable to a specific occurrence unless identifiable with an occurrence covered by this Policy;
5. loss of or damage to any locomotive, aircraft, waterborne vessel or craft other than work boats, safety boats or non-power driven vessels or craft
6. loss of or damage to Constructional Equipment and mechanically propelled passenger or goods carrying vehicles;
7. the cost of replacing, repairing or rectifying that part of the Insured Property rendered necessary by its own wear, tear, rust, corrosion or gradual deterioration provided always that this Exclusion shall not apply to other parts of the Insured Property damaged as a result of such wear, tear, rust corrosion or gradual deterioration;
8. the amount(s) stated as the Retained Liability in the Schedule;
9. loss of or damage to Insured Property occurring after the take-over or the taking into production or the hand-over by the Principal subject to Definition 7;
10. all costs related to repair and/or replacement of parts and/or items directly affected by faulty design, defective material or casting, bad workmanship other than faults in erection, which the Insured would have incurred for rectifying the original fault had such fault been discovered before the loss occurred.

MEMORANDUM ATTACHING TO AND FORMING PART OF SECTION 1

1. Advance Claim Payment

It is hereby agreed and declared that 30% progress payment on account of any loss recoverable under this Policy will be made to the Insured at such stages as may be mutually agreed upon if desired by the Insured and on production of an interim report by the loss adjuster (if appointed) provided that such payment is deducted from the finally agreed claim settlement figures.

2. Automatic Increase Clause

If during the Period of Insurance the actual Total Value of the Project Insured shall be in excess of the estimated Total Value of the Project Insured the Sum Insured shall be increased automatically by such excess amount but not exceeding in all 20% of the Sum Insured as stated in the Schedule and that a declaration of the actual total value of the Project Insured shall be made to Insurers in accordance with General Condition 8 of this policy.

3. Automatic Reinstatement

It is understood and agreed that in the event of loss or damage by any of the perils insured against to the property above described and in the absence of written notice by the Company or the Insured to the contrary the amount of insurance cancelled by loss is to be automatically reinstated as from the date so reinstated. The insured undertaking to pay pro-rata premium for such reinstatement from that date.

4. Basis of Loss Settlement

The basis of indemnity under this Section shall be the full costs of repairing, reinstating or replacing property lost or damaged, even though such costs may vary from the original construction costs. Such costs shall include but not be limited to customs dues, taxes and reasonable overhead costs, establishment and supervisory charges incurred by the Insured.

It is agreed that indemnity under this Section shall include dismantling, re-erection, opening up, cleaning and repainting costs incurred as a result of an insured event under this Section.

In the event of total loss, the basis of indemnity shall be the replacement value of the Insured property immediately before the occurrence of the loss less salvage.

Nothing in this memorandum shall increase Insurers' liability beyond the Sums Insured stated in the schedule.

5. Cyber Exclusion Clause

The Insurers will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

a. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,

b. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,

c. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Perils. Defined Perils shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in a., b., or c. above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

6. Extra Charges Clause

Extra charges by way of overtime rates, express freight and the like shall be reimbursed to the same extent that such higher than normal costs were being incurred by the Insured prior to the occurrence of the loss or damage. In addition, however, extra charges for overtime, increased transport costs and the like, necessarily incurred to expedite repairs shall be reimbursed to an additional amount not exceeding 20% of the adjusted claim otherwise indemnifiable hereunder and not exceeding _____ for any one

7. Extra Charges for Airfreight

This insurance shall extend to cover extra charges for airfreight incurred in connection with any claim for loss of or damage to Insured Property recoverable under Section 1 provided that the amount payable under this Memorandum shall not exceed _____ in all during the Period of

8. Free Issue Materials Clause

The reference to materials in this Section shall be deemed to include free issue materials. Where such materials are to be insured under this Section the Principal must declare the value of such materials in accordance with General Condition 8 of this Policy.

9. Inland Transit

It is agreed and understood that, otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to locally supplied property insured

- whilst in transit to the contract site other than on waterway or by air within the territorial limits of Taiwan,

- caused as a result of collision, impact, flood, earthquake, inundation, landslide or rockslide, subsidence, burglary or fire,

- provided that the insured property is suitably packed and/or prepared for transit which shall also be deemed to include stowage,
- and provided that the maximum amount payable under this Endorsement shall not exceed
- per conveyance.

10. Maintenance/Defects Liability Period Clause

This insurance shall be extended for the maintenance/defects liability period of 12 months from the date of issuance of the certificate of completion for each item / section to cover loss or damage to the Insured Property.

- caused by the Insured Contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance/ defects liability provisions of the contract.

- occurring during the maintenance/defects liability period provided such loss or damage was caused on the site during the period of insurance before the certificate of completion for the lost or damaged section was Any loss or damage caused by fire, explosion and subsequent smoke damage by fire and explosion to items which have been transferred to the property policy shall however be excluded under this maintenance clause.

11. Marine Cargo Insurance (50/50 Clause)

In the event of loss of or damage to Insured Property indemnifiable within the terms of this Policy being discovered after the risk has terminated under a Marine Cargo Insurance Policy and if after proper investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to termination of the marine venture or subsequently it is understood and agreed that the Insurers hereon shall contribute 50 percent of the properly adjusted claim provided the Marine Cargo Insurers also agree to contribute 50 percent. Such contributions to be without prejudice to subsequent final apportionment of the claim as may be agreed between the Insurers hereon and the Marine Cargo Insurers.

It is further agreed that in the event of the Retained Liability under this Policy being different from the Retained Liability under the Marine Cargo Insurance Policy, in settling claims as described above, each Insurer shall deduct 50% of its appropriate Retained Liability from its 50% share of the adjusted claim.

The Indemnity provided by this Memorandum is conditional upon the Insured, as soon as practical inspecting after arrival on site any goods or materials for incorporation in the Projects Insured where there is apparent damage to the goods or materials or their containers.

12. Offsite Storage

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in this policy or endorsed thereon Section I of this insurance shall be extended to cover loss of or damage to insured property occurring whilst in storage anywhere within Taiwan Area.

Limit of Indemnity: any one occurrence

aggregate limit for policy period

Retained Liability: any one occurrence

13. Plans and Documents Clause

It is agreed that notwithstanding anything contained herein to the contrary, the insurance under this Section is extended to indemnify the Insured against costs and expenses necessarily and reasonably incurred for reproducing the plans, documents and records destroyed or damaged as a result of a peril hereby insured against but such indemnity is only for the value of the materials as stationery together with the cost of clerical labour expended in writing up or reproducing and not for the value to the Insured of the information contained therein and the limit of Insurers' liability under this Memorandum shall not exceed _____ for each and every occurrence.

14. Principal's Existing Property Extension Clause

Notwithstanding anything herein contained to the contrary Section 1 is extended to indemnify the Insured in respect of physical loss of or damage to any building, structure or property belonging to or in the care, custody or control of the Principal.

Provided that

(a) such physical loss of or damage arises out of the execution of the Projects Insured;

(b) the liability of Insurers shall not exceed _____ for each and every occurrence.

Retained Liability: _____ each and every occurrence

Any loss or damage due to fire and explosion to items which have been covered by the property policy shall be excluded under this Principal's Existing Property Extension Clause.

15. Professional Fees Clause

The Insurance under this Section includes in addition to the Sum Insured Architects', Surveyors' and Consulting Engineers' fees or other professional fees necessarily incurred by the Insured in the reinstatement of the Insured Property consequent upon its loss or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed that authorised by the relevant professional body and the limit of Insurers' liability under this Memorandum shall not exceed _____ any one occurrence and aggregate for the insurance period.

16. Removal of Debris Clause

The insurance by this Section includes in addition to the Sum Insured the cost of removal of debris necessary to undertake the repair or replacement of any loss or damage insured hereby and further extends to include costs and expenses necessarily and reasonably incurred by the Insured in shoring up, propping and/or protecting Insured Property whether damaged or not, dewatering, demolition, removal and/or satisfactory disposal of debris or wreck, including salvage charges, following loss of or damage to the Insured Property, including such costs incurred to satisfy the requirements of any

The indemnity provided by this Memorandum shall not exceed _____ any one occurrence and aggregate for the insurance period.

17. Strike, Riot and Civil Commotion (SRCC)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon this Policy shall be extended to cover loss or damage due to riot, strike and civil commotion which for the purpose of this Memorandum shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the Insured Property directly caused by

a. the act of any person taking part together with others in any disturbances of public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 2 of the Special Conditions hereof,

- b. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
- c. the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out,
- d. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that is hereby further expressly agreed and declared that all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension and any reference to physical loss of or damage in the wording of the Policy shall be deemed to include the perils hereby insured against.

The indemnity provided by this Memorandum shall not exceed Total Sum Insured. - any one occurrence and aggregate for the insurance period.

18. Special Conditions Concerning Fire-Fighting Facilities

It is a condition precedent to recovery hereunder, that the following Fire Protection Steps must be complied with. Commencing with the first placement of manufacturing tools into the plant(s), it is agreed that:

- A. The whole existing fire protection system(s) installed for the operation of the plant shall be functional. No subsequent disablement or disarming of the fire protection system exceeding 72 hours, in parts or as a whole, shall be undertaken without prior written notice to the leading
- B. Private water supply and private hydrants and standpipes for the plant(s) shall be functional, charged, and an adequate water supply maintained. No subsequent disablement or disarming of the hydrants, standpipes, and water supply shall be undertaken without prior written notice
- C. The proprietary alarm system and station for Smoke Detection and Sprinkler Flow Alarms shall be functional and tested. Two ERC staffs shall be in 24-hours attendance with the capability to mobilize Emergency Response Team effectively at all times.
- D. Formal contractor control procedures encompassing contractor fire training, contractor access to the plant, and hotwork permits procedures shall be developed and implemented by the assured.
- E. Commencing only with the operational testing of tools and equipment in the plant(s), an Emergency Response Team (ERT), consisting of trained staff and/or contractors shall be on premises at all times. ERC (Emergency Response Center) staff at the control center must be able to get hold of ERT position and status at all times.
- F. Portable fire extinguisher shall be easily accessible. Very early smoke detection apparatus shall be installed in the return air plenum or shaft area of clean room.

19. 72 Hours Clause

It is agreed that any loss of or damage to the Insured Property arising during any one period of 72 consecutive hours, caused by flood, storm, tempest, water damage, earthquake, landslide, subsidence or collapse shall be deemed as a single event and therefore to constitute one occurrence with regard to the Retained Liability provided for in the Schedule.

SPECIAL CONDITIONS

- 1. This insurance does not cover
 - a. loss or damage resulting from the retarding or interruption or cessation of any process or operation,

b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,

Provided nevertheless that the Insurers are not relieved under b. above of any liability to the Insured in respect of physical damage to the Insured Property occurring before dispossession or during temporary dispossession.

2. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely

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

b. mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,

c. any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

3. This insurance may at any time be terminated by the Insurers on the giving of 45 days notice to that effect by registered post to the Principal's last known address, in case of the premium is not paid by the insured.

SECTION 2 - THIRD PARTY LIABILITY

The Insurers will indemnify the Insured except as hereinafter provided in respect of all sums which the Insured shall become legally liable to pay arising out of:

- i) accidental death of and/or Personal Injury to any person
- ii) accidental loss of and/or damage to property (including loss of use thereof).

occurring during the period of Insurance anywhere within the Territorial Limits in connection with the performance of the Project Insured.

Provided always the Insurers liability for compensation shall not exceed the Limit of Indemnity shown in the Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers will in addition indemnify the Insured against:-

- a) all costs and expenses recovered by any claimant from the Insured,
- b) all costs and expenses incurred with the written consent of the Insurers in the defence of claims against the Insured,
- c) the costs and expenses of solicitors fees, legal representation at any coroners inquest, fatal accident enquiry, court of summary jurisdiction of proceedings arising out of alleged breach of statutory duty or other similar judicial enquiry into circumstances relating to any accident claim or potential claim which would be the subject of indemnity under this Section, provided always that the liability of the Insurers under this Section shall not exceed the Limit of Indemnity stated in the Schedule.

The Insurers may at any time pay to the Insured the Limit of Indemnity (after deduction of any sum or sums already paid as damages) or any lesser amount for which any such claim or claims can be settled and upon such payment the Insurers shall relinquish the conduct and control of and be under no further liability under this Section in connection with such claim or claims except for costs and expenses as above incurred in respect of matters prior to the date of such payment.

Definition - Personal Injury

Whenever referred to in this policy "personal injury" shall mean bodily injury, death, disease, illness, shock, mental anguish, or mental injury.

Definition - Damage

Shall mean loss of possession of or damage to tangible property and/or obstruction loss of amenities trespass or nuisance arising therefrom.

EXCLUSIONS TO SECTION 2

This Section shall not apply to liability in respect of:

1. Personal Injury suffered by any person under a contract of employment or apprenticeship with the Insured and arising out of and in the course of such person's employment or service with such Insured;
2. Personal Injury, loss or damage in connection with or arising from:
 - a) the use of mechanically propelled passenger or goods carrying vehicles used on the public highway not being constructional plant primarily intended for use in the Insured's construction activities on site or otherwise used as a tool of trade;
 - b) occurrences in respect of which liability is compulsorily insurable under any road traffic act or similar legislation governing the use of motor vehicles;
3. the ownership possession or use by the Insured of any aircraft or the navigation of any waterborne vessel or craft;
4. pre-determined penalties or liquidated damages imposed under any contract entered into by the Insured for the performance of the Project Insured except to the extent that liability would have attached even in the absence of such contractual penalties or liquidated damages;
5. loss of or damage to property belonging to or in the care, custody, or control of the Insured provided that this Exclusion shall not apply to any building or property occupied by the Insured in connection with the Project Insured or otherwise in their care, custody or control for the purpose of carrying out work, repairs, maintenance or alterations in performance of the Project Insured;
6. the cost of repairing or replacing loss of or damage to Permanent or Temporary Works or Plant or materials forming part of the Project Insured which is insured or insurable under Section 1 of this policy or which would be recoverable thereunder but for the application of the Retained Liability;
7. the failure of work done, products supplied or services provided by the Insured to perform as intended, but this Exclusion shall not apply to death and/or Personal Injury to persons or loss of or damage to other property resulting from such failure;
8. (a) seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.

(b) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.

(c) fines, penalties, punitive or exemplary damages;

9. liability arising out of negligence, neglect, error or omission on the part of the Insured in the conduct and execution of their professional activities and duties except where such negligence, neglect, error or omission reflects in third party personal injury and/or damage other than to the project Insured.

10. the amount stated as the Retained Liability in the Schedule.

11. any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

MEMORANDA ATTACHING TO AND FORMING PART OF SECTION 2

1. Additional Indemnities

In the event of a claim being made by any of the Insured's directors, partners, officers or employees in their personal capacity in circumstances which could constitute the basis of claim of third party liabilities upon any of the Insured within the terms of this policy the indemnity provided hereunder shall be extended to such person(s),

Insurers shall in the like manner also indemnify the officers, committees and members of the insured's canteen, social sports and welfare organizations and first aid, fire and ambulance services provided by the insured.

Provided nevertheless that nothing in this Memorandum shall be deemed to increase the limit of Indemnity in respect of any one occurrence and stated in the Schedule.

2. Cover for Cross Liability Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon Section 2 shall apply to each of the insured parties named in the Schedule shall be considered as a separate and distinct party and the words "The Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Memorandum in respect of liability for loss of or damage to items insured or insurable under Section 1 of the Policy, even if not recoverable due to an excess of any limit,

The Insurers' total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the Limit of Indemnity stated in the Schedule.

3. USA and Canada Jurisdiction Exclusion

It is noted and agreed that this Policy shall not indemnify the Insured for any legal proceedings instituted within the United States of America or Canada or any territories which come under the jurisdiction of the United States of America or Canada.

GENERAL EXCLUSIONS

The indemnity provided by this Policy shall not apply to nor include:

1. a) any loss destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

b) any legal liability of whatsoever nature.

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

2. any loss, damage or liability directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, commandeering, requisition or destruction or damage by order of any Government de jure or de facto or by any public authority.

Notwithstanding the above this insurance shall cover loss or damage caused by missiles and/or mines and/or bombs and/or other explosives not discovered at the commencement of work on the Project Insured.

Electronic Data Endorsement

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such Listed Perils

Fire

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Political Risk Exclusion Clause

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Confiscation, expropriation, nationalisation, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Sanction Clause

This policy does not provide any cover or benefit for business or activity to the extent that:

- (i) such cover or benefit and/or
- (ii) such business or activity

would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic trade sanction law or regulations.

GENERAL CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

2. All the terms, exceptions, and conditions contained herein or endorsed hereon are incorporated in and form part of this policy are to be deemed conditions precedent to any liability on the part of the Insurers so far as they relate to anything to be done by the Insured.

In any situation where it may be alleged that there has been a failure by the Insured to advise material alterations or that there has been non-disclosure or misrepresentation of information originally supplied, Insurers shall not exercise any rights to avoid this insurance if such failure, non-disclosure or misrepresentation was innocent and free of any fraudulent conduct or intent to deceive, and provided the same shall be advised to Insurers as soon as it shall become known and any reasonable retrospective amendment of premium and/or terms accepted by the Insured.

3. If there shall occur any change involving a material alteration in the facts set out in this Policy or forming the basis of this insurance the Insured shall, as soon as possible, give notice in writing to the Insurers and the policy shall be void unless the Insurers agree to the alterations and the Principal agrees to the premium adjustment.

4. The Insured shall upon the discovery of any event likely to give rise to a claim under this Policy:

a) give notice in writing thereof as soon as possible to the Insurers (or to the Loss Adjusters appointed by the Insurers for that purpose) and at his own expense as soon as practicable supply full particulars in the form required by the Insurers;

b) send to the Insurers on receipt any writ, summons or other proceedings which may be commenced against the Insured;

c) give to the Insurers all information and assistance to enable the Insurers to settle or resist any claim or institute proceedings in the defence or recovery of loss or damage.

The Insured shall take all practical steps as soon as possible for the purpose of recovering any property lost and in the case of theft or wilful damage to discover the guilty person or persons.

The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the written consent of the Insurers.

The Insured shall not in any case be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

The Insured shall, if required by the Insurers, produce or give access to any property loss or damaged.

5. The Insured shall take all reasonable precautions in the selection of labour and in the maintenance in efficient condition of all plant and appliances used in connection with the Projects Insured and the Insurers shall at all reasonable times have by its representatives access to examine any such plant and appliances.

The Insured shall also take and cause to be taken all reasonable precautions to prevent loss damage or accident and shall ensure that all such precautions are carried out and maintained during the Period of Insurance.

In the event of any occurrence giving rise to loss or damage under this Policy the Insured shall at the expense of the Insurers take such action as is necessary to minimise the loss.

6. The Insured shall if required by the Insurers produce or give access to any property alleged to be damaged.

It is understood that any deliberate act omission statement or mis-statement on the part of any individual Insured which may vitiate any claim or render this policy void shall have such effect only as to the rights and interests of that particular Insured and shall not prejudice the rights and interests of any other Insured under this Policy.

7. In the event of any claim for loss or damage under Section I Insurers may with the prior consent of the Insured have the necessary work of repair or replacement carried out or provide indemnity by way of cash payment. In the latter event and upon the Insurers establishing loss or damage which is insured hereunder, the Insurers shall make such payments on account from time to time to the Insured as the repair or replacement progresses as are reasonable having regard to normal construction practice and the likely quantum of the final settlement hereunder.

In the event of any loss or damage, the Insured if they so elect, may immediately begin repairs or reconstruction or the ordering of new replacement materials, equipment, and other property insured hereunder without being deemed in any manner as having militated against, waived or impaired any of its right to recover insurance/indemnity afforded by this policy from the Insurers for such loss, damage or occurrence. Provided further that such work/reinstatement/order shall at all times be open to supervision by the Insurers and in case of dispute as to the cost of repair and/or reconstruction of such order, the loss shall be settled in accordance with the terms of this Policy at a later date without prejudice to the Insured' s right to effectuate such immediate remedial measures. The sole object of this condition being not to deprive the Insured from the use of operating properties and/or continue to conduct their commercial operations which may be necessary to their business and the protection and maintenance of their goodwill and reputation.

Upon the payment of any claim hereunder Insurers shall become subrogated to all rights and remedies available to the Insured in obtaining indemnity or reimbursement from other parties not insured hereby and the Insured shall at all times at the expense of Insurers do and concur in doing and permit to be done all such acts in their own name or in the name of Insurers as may reasonably be required to enforce such rights and remedies.

Any sums recovered, through subrogation proceedings, with respect to any loss hereunder shall follow the principle that any Insured who, that shall have paid an amount not recoverable under this Contract of Insurance and the application of the Insured' s Retained Liabilities under this Contract of Insurance, shall first be reimbursed up to the amount paid by them. The Insurers hereon are then to be reimbursed out of any balance then remaining up to the amount paid hereunder.

8. The Principal shall as soon as possible after the expiration of the Period of Insurance declare to the Insurers value of work executed during the Period of Insurance and the premium shall be recalculated at the agreed rate an Additional Premium being paid by the Principal or a Return Premium being allowed by the Insurers, equating to the difference between the Deposit Premium and the earned premium as calculated.

9. Insurers agree to settle claims without reference to or reduction for the existence of any other insurance in the interest of the insured.

10. This Policy will be deemed to apply in excess of or contingent upon the absence of other insurance indemnifying Insured for the same loss, damage or liability; or if Insured is unable to actually receive or claim any indemnification under such other insurance for any reason. Notwithstanding the above, Insured has the right to notify Insurer of any actual or potential claim that could be made under this Policy to toll the relevant statute of limitations so as not to be time-barred from claiming under such Policy in case Insured' s other policies do not apply.

11. All differences arising out of this Policy as to the amount of any settlement, liability being otherwise admitted shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed by each of the parties in writing before entering upon the Reference. The costs of the Reference and the Award shall be at the discretion of the Arbitrator, Arbitrators, or an Umpire to be appointed if the Arbitrators cannot agree, making the Award.

12. In the event of any claim under this policy of insurance raised by the insured (contractors and/or their subsidiary, affiliated companies), the insurer is liable to notify the Principal at the same time. And all payments under this policy shall not be paid to the insured without the agreement of the Principal in advance.

13. This Policy shall be construed according to the laws of Republic of China.

Co-Insurance Clause

The terms "Company" wherever it appears in this Policy shall mean the Companies named below. The liability of the Companies as follows shall in no case exceed in respect of any Insured item the sum insured thereon nor in all the total sum insured. The liability of each Company named below shall be limited to the percentage set against its name of such amounts as may become payable under the Policy.

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營造暨安裝工程綜合保險 保單概要

要保人 :

被保險人 :

承保工程 :

保險期間 :

施工處所 :

承保範圍及金額 :

1. 承保範圍

第一項 - 營造暨安裝工程財物損失保險

本保險契約所載之營造暨安裝工程在施工處所，於保險期間內，因突發而不可預料之意外事故所致之毀損或滅失，須予修復或重置時，除約定不保事項外，本公司對被保險人負賠償之責。

第二項 - 第三人意外責任保險

被保險人在施工處所或毗鄰地區，於保險期間內，因安裝本保險契約承保工程發生意外事故，致第三人體傷、死亡或財物受有損害，被保險人依法應負賠償責任而受賠償請求時，除約定不保事項外，本公司對被保險人負賠償之責。

2. 總保險金額

第一項 - 營造暨安裝工程財物損失保險

總保險金額：NT\$. - 每一事故/保險期間之累積限額

第二項 - 第三人意外責任保險

保險金額：US\$. - 每一事故/保險期間之累積限額

3. 自負額

第一項 - 營造暨安裝工程財物損失保險

每一事故NT\$. -

第二項 - 第三人意外責任保險

每一事故NT\$. -

保險費率 :

保險費 : NT\$

基本及附加條款 :

- 採用慕尼黑再保之營造工程綜合保險基本條款且包括但不限於下列條款：

- 預付賠款附加條款
- 保險金額彈性條款
- 保險金額自動恢復條款
- 損失處理基礎附加條款（重置成本）
- 網際網路附加條款
- 額外費用附加條款
- 加保空運費附加條款
- 定作人供給材料條款
- 加保陸上運輸特約條款
- 擴大保固期間附加條款
- 貨物運輸（50%/50%）附加條款
- 施工處所外儲存特約條款
- 資料與文件附加條款
- 加保鄰近財物附加條款
- 專業技術費用條款
- 殘餘物清除條款
- 加保罷工、暴動、民眾騷擾附加條款
- 消防特約條款
- 72小時特約條款
- 額外理賠附加條款
- 加保交互責任附加條款
- 美國及加拿大管轄權除外條款
- 電子資料附加條款
- 政治風險除外條款
- 恐怖主義除外條款
- 國際制裁限制除外條款
- 共保附加條款

主要除外不保事項：

1. 戰爭（不論宣戰與否）、類似戰爭行為、叛亂或強力霸占等。
2. 罷工、暴動、民眾騷擾。
3. 政治團體或民眾團體之唆使或與之有關人員所為之破壞或惡意行為。
4. 政府或治安當局之命令所為之扣押、沒收、徵用、充公或破壞。
5. 核子反應、核子輻射或放射性污染。
6. 被保險人之故意行為。
7. 工程之一部分或全部連續停頓。

營造暨安裝工程財物損失保險不保事項：

1. 任何附帶損失，包括貶值、不能使用、喪失品質保證或瑕疵擔保、違約金、逾期罰款、罰金以及延滯完工、撤銷合約或不履行合約等之損失。
2. 因直接工程規劃、設計或規範之錯誤或遺漏所致之毀損或減失。
3. 因直接材料、器材之瑕疵、規格不合或工藝品質不良所需之置換修理及改良費用及因上述原因所致之毀損或減失。
4. 保險標的之腐蝕、氧化、銹垢、變質或其他自然耗損。
5. 文稿、證件、圖說、帳冊、憑證、貨幣及各種有價證券之毀損或減失。
6. 任何維護或保養費用。
7. 清點或盤存時所發現任何保險標的之失落或短少。
8. 家具、衣李、辦公設備及事務機器之毀損或減失。
9. 下列財物之毀損或減失：

(1) 船隻、航空器

(2) 領有公路行車執照車輛。但在施工處所用作施工機具設備，經約定並載明於本保險契約者，不在此限。

10. 施工機具設備之機械、電子或電氣性損壞、故障、斷裂、失靈之損失。

第三人意外責任保險除外不保事項：

1. 因震動、土壤擾動、土壤支撐不足、地層移動或擋土失敗，損害土地、道路、建築物或其他財物所致之賠償責任。

2. 被保險人、定作人及與承保工程有關廠商或同一施工處所內其他廠商，或上述人員之代理人、受僱人及其居住工地之家屬之體傷、死亡或疾病所致之賠償責任。但受僱人非在施工處所執行職務且與工程之設計、安裝或營建管理無關者，不在此限。
3. 被保險人、定作人及與承保工程有關廠商或同一施工處所內其他廠商，或上述人員之代理人、受僱人及其居住工地之家屬所有、管理或使用之財物，發生毀損或滅失之賠償責任。但受僱人非在施工處所執行職務且與工程之設計、安裝或營建管理無關者，不在
4. 因所有、管理或使用下列財物所致之賠償責任：
- (1)各型船隻、航空器及其裝載之財物。
- (2)領有公路行車執照之車輛及其裝載之財物。但車輛經約定投保施工機具並載明於本保險契約者，不在此限。
5. 因損害管線、管路、線路及其有關設施所致之賠償責任。但被保險人證明施工前已取得上述設施位置圖及有關資料，並於施工中已盡相當注意者，為修理或置換受損設施所需費用不在此限。
6. 被保險人以契約或協議所承受之賠償責任。但縱無該項契約或協議存在，依法仍應由被保險人負賠償責任者，不在此限。

※申報頻率：事實發生或內容異動之日起三十日內更新。