

## 承保範圍及不保事項

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## 承保範圍及不保事項

### 陸上貨物運送保險

#### 承保範圍：

##### ※ 甲式保險

本保險對保險標的物因意外事故所致之毀損或滅失負賠償責任。

##### ※ 乙式保險

本保險對保險標的物因下列危險事故所致之毀損或滅失負賠償責任：

- 一、火災或爆炸。
- 二、運輸工具之翻覆、出軌或意外碰撞。
- 三、公路、鐵路、隧道、橋樑及其他交通設施發生傾塌。

#### 不保事項：

##### ※ 甲式保險

本保險對下列事項不負賠償責任：

- 一、由於被保險人之故意行為所致之毀損滅失或費用。
- 二、保險標的物之正常漏損、重量或容量之正常減少或自然耗損。
- 三、由於被保險人對保險標的物包裝或配置之不固或不當所致之毀損滅失或費用。
- 四、由於貨物裝載違反道路交通安全規定所致之毀損滅失或費用。
- 五、由於保險標的物之固有瑕疵或本質所致之毀損滅失或費用。
- 六、直接由於遲延所致之毀損滅失或費用，即使此項遲延係因承保危險所致者。
- 七、由於運送人之無力償債或財務糾紛所致之毀損滅失或費用。
- 八、由於戰爭、內戰、革命、叛亂、罷工、暴動、民眾騷擾或類似行為所致之毀損滅失或費用。
- 九、直接或間接由於下列原因引起或所致之毀損滅失責任或費用：
  - (一) 任何核子燃料、核子廢料或核子燃料燃燒所生之電離輻射或輻射污染。
  - (二) 任何核子設施、反應器或其他核子裝置或其核組件之輻射、有毒、爆炸或其他為害污染物質。
  - (三) 任何使用原子或核子分裂、融合或其他類似反應，輻射力或輻射物質之戰爭武器。

##### ※ 乙式保險

本保險對下列事項不負賠償責任：

- 一、颱風、洪水、海嘯、地震、閃電、火山爆發所致之毀損滅失或費用。
- 二、由於任何人之惡意行為對保險標的物全部或部份之毀損或破壞。
- 三、保險標的物於正常運送途中單獨與外物碰撞所致之毀損滅失或費用。
- 四、由於被保險人之故意行為所致之毀損滅失或費用。
- 五、保險標的物之正常漏損、重量或容量之正常減少或自然耗損。
- 六、由於被保險人對保險標的物包裝或配置之不固或不當所致之毀損滅失或費用。
- 七、由於貨物裝載違反道路交通安全規定所致之毀損滅失或費用。
- 八、由於保險標的物之固有瑕疵或本質所致之毀損滅失或費用。
- 九、直接由於遲延所致之毀損滅失或費用，即使此項遲延係因承保危險所致者。
- 十、由於運送人之無力償債或財務糾紛所致之毀損滅失或費用。
- 十一、由於戰爭、內戰、革命、叛亂、罷工、暴動、民眾騷擾或類似行為所致之毀損滅失或費用。
- 十二、直接或間接由於下列原因引起或所致之毀損滅失責任或費用：
  - (一) 任何核子燃料、核子廢料或核子燃料燃燒所生之電離輻射、或輻射污染。
  - (二) 任何核子設施，反應器或其他核子裝置或其核組件之輻射、有毒、爆炸或其他為害或污染物質。
  - (三) 任何使用原子或核子分裂，融合或其他類似反應，輻射力或輻射物質之戰爭武器。

### INSTITUTE CARGO CLAUSES (A)

#### RISKS COVERED

- 1 This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded

in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

- 3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

#### EXCLUSIONS

- 4 In no case shall this insurance cover
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 5 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- 6 In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 7 In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any terrorist or any person acting from a political motive.

### **INSTITUTE CARGO CLAUSES (B)**

#### RISKS COVERED

- 1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
- 1.1 loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1 fire or explosion
    - 1.1.2 vessel or craft being stranded grounded sunk or capsized
    - 1.1.3 overturning or derailment of land conveyance
    - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5 discharge of cargo at a port of distress
    - 1.1.6 earthquake volcanic eruption or lightning,
  - 1.2 loss of or damage to the subject-matter insured caused by

- 1.2.1 general average sacrifice
  - 1.2.2 jettison or washing overboard
  - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,
  - 1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
- 3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

#### EXCLUSIONS

- 4 In no case shall this insurance cover
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 4.7 deliberate damages to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5
- 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
  - 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- 6 In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 7 In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any terrorist or any person acting from a political motive.

## INSTITUTE CARGO CLAUSES (C)

### RISKS COVERED

- 1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
  - 1.1 loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1 fire or explosion
    - 1.1.2 vessel or craft being stranded grounded sunk or capsized
    - 1.1.3 overturning or derailment of land conveyance
    - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5 discharge of cargo at a port of distress,
  - 1.2 loss of or damage to the subject-matter insured caused by
    - 1.2.1 general average sacrifice
    - 1.2.2 jettison.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
- 3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

### EXCLUSIONS

- 4 In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 4.7 deliberate damages to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5
  - 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
  - 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- 6 In no case shall this insurance cover loss damage or expense caused by
  - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any

- attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.

- 7 In no case shall this insurance cover loss damage or expense
  - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any terrorist or any person acting from a political motive.

### **INSTITUTE CARGO CLAUSES (AIR)**

#### **RISKS COVERED**

- 1 This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 2, 3 and 4 below.

#### **EXCLUSIONS**

- 2 In no case shall this insurance cover
  - 2.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
  - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
  - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
  - 2.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 3 In no case shall this insurance cover loss damage or expense caused by
  - 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 3.2 capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
  - 3.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 4 In no case shall this insurance cover loss damage or expense
  - 4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 4.3 caused by any terrorist or any person acting from a political motive.

### **INSTITUTE FROZEN FOOD CLAUSES (A)**

#### **RISKS COVERED**

- 1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
  - 1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,
  - 1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to
    - 1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
    - 1.2.2 fire or explosion
    - 1.2.3 vessel or craft being stranded grounded sunk or capsized
    - 1.2.4 overturning or derailment of land conveyance
    - 1.2.5 collision or contact of vessel craft or conveyance with any external object other

than water

1.2.6 discharge of cargo at a port of distress.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

#### EXCLUSIONS

4 In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

4.8 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.9 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.

5 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

6 In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7 In no case shall this insurance cover loss damage or expense



- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any terrorist or any person acting from a political motive.

### **INSTITUTE FROZEN FOOD CLAUSES (C)**

#### **RISKS COVERED**

- 1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
  - 1.1 loss of or damage to the subject-matter insured attributable to
    - 1.1.1 fire or explosion
    - 1.1.2 vessel or craft being stranded grounded sunk or capsized
    - 1.1.3 overturning or derailment of land conveyance
    - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5 discharge of cargo at a port of distress.
  - 1.2 loss of or damage to the subject-matter insured caused by
    - 1.2.1 general average sacrifice
    - 1.2.2 jettison.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
- 3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

#### **EXCLUSIONS**

- 4 In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.9 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.10 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.11 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 4.12 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
  - 4.13 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 4.14 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
  - 4.10 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.

- 5     5.1     In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 5.3     The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- 6     In no case shall this insurance cover loss damage or expense caused by
- 6.1     war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2     capture seizure arrest restraint or detention, and the consequences thereof or any attempt thereat
- 6.3     derelict mines torpedoes bombs or other derelict weapons of war.
- 7     In no case shall this insurance cover loss damage or expense
- 7.1     caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2     resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3     caused by any terrorist or any person acting from a political motive.

### **Cargo ISM Endorsement**

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:-

- (a) Either that such vessel was not certified in accordance with the ISM Code.
- (b) Or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

### **Date Recognition Clause**

This contract will not extend to indemnify the Assured under any circumstance for loss, damage, cost, expense or liability caused by or arising from, or in any way connected, whether directly or indirectly, with:-

1. the actual or anticipated failure or inability of any computer or electronic device or component or system or programming or software:-
  - a) to correctly and unambiguously assign any date to the correct day, week, year, or century;
  - b) to correctly read, recognize, interpret, process or compute any date;
  - c) to continue to operate as a result of incorrect date assignment.
2. the use of any arbitrary, ambiguous or incompletely defined date in any data, software or programming;
3. any measures taken with the intention of averting or minimizing any of the above, or any consequences thereof.

### **Institute War Clauses (Cargo)**

#### **RISKS COVERED**

- 1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

- 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

**EXCLUSIONS**

- 3 In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 3.7 any claim based upon loss of or frustration of the voyage or adventure
  - 3.8 loss damage or expense arising from any hostile use of any weapon of war  
 oying atomic or nuclear  
         fission and/or fusion or other like reaction or radioactive force or matter.
- 4 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

**Institute War Clauses (Air Cargo)**

**RISKS COVERED**

- 1 This insurance covers, except as provided in Clauses 2 below, loss of or damage to the subject-matter insured caused by
  - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

**EXCLUSIONS**

- 2 In no case shall this insurance cover
  - 2.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 2.5 loss damage or expense arising from unfitness or aircraft conveyance container or

liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 any claim based upon loss of or frustration of the voyage or adventure
- 2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### **Institute Strikes Clauses (Cargo)**

#### **RISKS COVERED**

- 1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2 any terrorist or any person acting from a political motive.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

#### **EXCLUSIONS**

- 3 In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 3.8 any claim based upon loss of or frustration of the voyage or adventure
  - 3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 4
  - 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
  - 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

### **Institute Strikes Clauses (Air Cargo)**

#### **RISKS COVERED**

- 1 This insurance covers, except as provided in Clauses 2 below, loss of or damage to the subject-matter insured caused by
  - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2 any terrorist or any person acting from a political motive.

#### EXCLUSIONS

- 2 In no case shall this insurance cover
  - 2.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container of liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
  - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
  - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
  - 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 2.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 2.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

#### **Institute Classification Clause (01/01/2001)**

#### **QUALIFYING VESSELS**

- (1) This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification society which is:
  - 1.1. A Member or Associate Member of the International Association of Classification Societies (IACS\*), or
  - 1.2. A National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

#### **AGE LIMITATION**

- (2) Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or  
Other vessels over 15 years of age unless they:

- 2.1. Have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
- 2.2. Were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

**CRAFT CLAUSE**

- (3) The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

**NATIONAL FLAG SOCIETY**

- (4) A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

**PROMPT NOTICE**

- (5) Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

**LAW AND PRACTICE**

- (6) This insurance is subject to English law and practice.

**Institute Cyber Attack Exclusion Clause**

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

**Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

**Institute Replacement Clause (Applying To Machinery)**

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

### **Institute Theft, Pilferage and Non-Delivery Clause**

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

### **Institute War Cancellation Clause (Cargo)**

The cover against war risks (as defined in the relevant Institute War Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

### **Termination of Transit Clause (Terrorism)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clause referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:  
either
  - 1.1 As per the transit clauses contained within the Policy,
  - or
  - 1.2 on delivery to the consignee's or other final warehouse or place of storage at the destination named herein,
  - 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
  - or
  - 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
  - 1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,whichever shall first occur.
2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

This clause is subject to English law and practice.

### **INSTITUTE FROZEN MEAT CLAUSES (A) – 24 Hours Breakdown**

#### **RISKS COVERED**

- 1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
  - 1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,
  - 1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to
    - 1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours

- 1.2.2 fire or explosion
- 1.2.3 vessel or craft being stranded grounded sunk or capsized
- 1.2.4 overturning or derailment of land conveyance
- 1.2.5 collision or contact of vessel craft or conveyance with any external object other than water
- 1.2.6 discharge of cargo at a port of distress.

- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
- 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS**

- 4 In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)
  - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 4.8 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom
  - 4.9 loss damage or expense arising from any failure of the insured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.
- 5 5.1 In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.
- 5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.
- 5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of



the ship and fitness of the ship to carry the subject-matter insured to destination.

- 6 In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 7 In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any terrorist or any person acting from a political motive.

### **Parcel Post Insurance – All Risks**

The liability of this Company to commence from the time of registration until delivery of the packages at destination. Delivery to either the addressee or final consignee if these parties be different shall constitute delivery within the terms of this policy. Warranted signature on Post Office Receipt Forms and delivery with seals intact shall be deemed proof of safe delivery.

Against all risks of physical loss or damage from any external cause irrespective of percentage, but in no case shall this insurance be deemed to cover loss of market, inherent vice or nature of the subject matter insured, confiscation, detention, condemnation or destruction by Customs Postal or any other lawful authority on the grounds of illegality, misdescription, misdeclaration or misvaluation.

Including the risks of Theft, Pilferage & Non-delivery subject to the following clauses:

- (A) It is hereby agreed that this policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Post Office and/or Underwriters' Agents at the place of destination before taking delivery of the packages insured and a written proof of shortage obtained.
- (B) It is hereby agreed that this policy covers the risk of Non-delivery of an entire package for which the liability of the Post Office or other carrier is limited reduced or negated by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Post Office or other carriers in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

In case of loss or damage under this policy claim must be immediately filed in writing against the Post Office or other carriers, and a copy thereof and of the reply thereto must accompany any claim presented under this policy.

### **CAPPING OF LIMITS ENDORSEMENT-MARINE**

It is agreed that Limit of Liability section of this policy, is amended by adding the following:

- Notwithstanding any terms or conditions of this Policy which might be construed otherwise, the maximum aggregate liability of the Insurer and any of its affiliates under this Policy and all other policies issued in the countries as described below, or any direct or indirect renewal or replacement thereof ("Other Policy(ies)"), combined, shall be [insert amount]. Any loss paid under the Other Policy(ies) shall reduce by such amount the Limit of Liability under this Policy, and any loss under this Policy shall reduce by such amount the Limit of Liability of the Other Policy(ies). Nothing in this endorsement shall serve to increase the Limit of Liability of this Policy or the Other Policy(ies), which shall be the maximum liability of the insurer under the applicable policy.

### **TERRORISM EXCLUSION ENDORSEMENT-MARINE**

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 loss.

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 section of the public, in fear.

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

**NMA2920**  
**08/10/2001**

### **WAR AND CIVIL WAR EXCLUSION CLAUSE**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage 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 or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### **SUBROGATION**

Underwriters shall be subrogated to all the rights of recovery of the Insured against any third party before or after any indemnity is given under this policy provided always that Underwriters shall not exercise any such rights against any Employee or former Employee or Named Consultant unless the loss in respect of which indemnity is provided under this policy was caused or contributed to by Dishonesty or by a malicious act, error or omission by the Employee or former Employee or Named Consultant. The Insured shall, promptly and without charge, provide such assistance as Underwriters may reasonably require in any subrogation. This Condition is a condition precedent to the right to be indemnified under this policy to the extent that the right of subrogation exists before an indemnity is given under this policy.

### **FRAUDULENT CLAIMS**

If the Insured makes any Claim under this policy (or has made a Claim under any previous policy) which the Insured knows or ought to know to be false or fraudulent in any way, this policy shall be cancelled ab initio and all rights of the Insured under this policy shall be forfeited.

### **AVOIDANCE BY UNDERWRITERS**

If Underwriters are entitled, for any reason, to avoid this policy ab initio, Underwriters may at their absolute discretion elect instead to give notice to the Insured that it regards this policy as being in full force and effect, except that no indemnity will be given under this policy that arises from or is related to the ground(s) that entitled Underwriters to avoid this policy.

### **REISSUE CLAUSE (where applicable)**

In case of loss of or damage to the Property resulting from any accident, fire or other cause, covered hereunder then the Assured's liability shall be limited to the expenses and/or charges incurred by the Assured and/or the customer in reprinting and obtaining the re-issue of the lost/damaged property.

Notwithstanding the foregoing, should any property previously considered to be totally destroyed or irretrievably lost be subsequently presented by third parties and ultimately be so honoured by the issuer then the Underwriters hereon accept that the Assured's liability is for the full value of the said property as honoured by the issuer.

### **INSOLVENCY**

The insolvency or bankruptcy of the Assured shall not release Underwriters from any payment for which they would otherwise be liable under this Policy. If, because of such insolvency or bankruptcy, execution on a judgement recovered in a suit against the Assured is returned unsatisfied, the judgement creditor shall have a right of action to recover the amount of such judgement against Underwriters to the extent that the Assured would have had to recover against Underwriters had the Assured paid said judgement, but in no event shall Underwriters

liability exceed the limits expressed to any one for a loss or judgement if they have paid such loss to the Assured hereunder.

Anyone who has secured final judgement against the Assured because of loss or damage to property shall thereafter be entitled to recover under the terms of this Policy to the same extent as the Assured. Any payment to a third party under this clause shall be on account of the liability of Underwriters to the Assured to the same extent as if payment were made directly to the Assured.

### **DEFENCE COSTS**

This insurance is to pay all costs and expenses incurred with the consent of Underwriters in the defence or settlement of claims made against the Insured during the policy period. Provided that, if a payment in excess of the amount of indemnity available hereunder has to be made to dispose of a claim, the Underwriter's liability for such costs and expenses shall be in the same proportion as said amount of available indemnity bears to the amount paid to dispose of that claim.

### **CANCELLATION CLAUSE-MARINE**

In respect of War Risks, Strikes, Riots and Civil Commotions risks, this policy may be cancelled by seven days notice of cancellation but in respect of Strikes, Riots and Civil Commotions risks this Policy may be cancelled by either party upon forty-eight hours written or telegraphic notice to the other party, but such cancellation shall not affect any risks which have already attached hereunder.

Except as above, this Contract may be cancelled by either the Reinsuring Underwriters or the Reassured giving 90 days' notice to expire at anniversary date [00:01 hours local standard time].

Cancellation shall become effective on the anniversary date but shall not apply to any transit insurance which shall have been declared or attached in accordance with Contract terms and conditions before the cancellation becomes effective.

### **EXPEDITING COST**

Where there is loss, damage, general average, salvage and/or special charges which are, or will be, the subject of a claim under this policy, and The Insured considers it necessary to forward replacements and/or replacement parts by means other than the means by which the original shipment was dispatched, This Insurer will pay the reasonable expediting costs so involved in addition to the underlying claim.

The charges recoverable under this clause shall not exceed [insert amount], any one occurrence.

### **GOVERNMENTAL DAMAGE**

#### **GOVERNMENTAL DAMAGE: - DELIBERATE DAMAGE - POLLUTION HAZARD:**

This insurance is extended to cover, subject to the applicable insuring terms, conditions and warranties set forth elsewhere in this policy, loss of and damage to an insured shipment directly caused by a governmental authority acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that absent the governmental action, the shipment would have sustained physical loss or damage as a result of the occurrence which prompted the governmental action and would have resulted, subject to the terms, conditions and warranties in this policy, in a claim recoverable under this policy.

#### **GOVERNMENTAL DAMAGE: -SERVICES:**

This insurance also covers, notwithstanding the F.C. & S. warranty specified in this policy, and subject to all other insuring terms, conditions and warranties set forth elsewhere in this policy, physical loss of and damage to the shipment arising out of the performance of inspection duties by customs service agents or other duly constituted governmental agencies.

### **Shortage of Containers**

These insurers to pay for shortage of contents, meaning thereby the difference between the number of packages as per shipper's and/or supplier's invoice and/or packing list loaded or alleged to have been laden in the container and the count of packages removed therefrom taken by the Insured and/or their agent at time of container emptying, howsoever, wheresoever, and whensoever occurring, but excluding liability for any such loss which occurred following its delivery to store, warehouse, or factory of the consignee at the

destination to which the goods are insured.

### **South American Clause**

The insurance provided hereunder shall continue to cover for sixty (60) days (on shipments via the Magdalena River) after completion of discharge of the overseas vessel at port of destination or until the goods are delivered to the final warehouse at destination, whichever may first occur, and shall then terminate.

The time limit referred to above to be reckoned from midnight of the day on which the discharge of the overseas vessel is completed.

### **Multimodal Freight Liability Insurance**

#### Coverages

##### Section A – Freight Liability

##### Insuring Agreement

We will indemnify the Insured for all sums for which the Insured becomes legally liable to pay as Compensation for Freight Property Damage, occurring within the Policy Territory during the Period of Insurance as a result of an Occurrence in connection with the Insured Services.

##### Section B – Professional Indemnity

##### Insuring Agreement

We will pay to or on behalf of the Insured any Loss resulting from any Claim for civil liability arising out of any Wrongful Act committed during the conduct of the Insured Services, provided that such Claim is first made against the Insured during the Period of Insurance and reported to the Company no later than 30 days after the expiry of the Period of Insurance.

#### Exclusions

##### General Exclusions applicable to this Policy

We will not be liable for any amounts payable under this Policy directly or indirectly caused by, arising out of or in any way connected with:

1.) Accounting Errors or Unexplained Disappearances or Shortages

any property owned by the Insured or in the Insured's care, custody or control as a result of accounting error or unexplained disappearances and/or shortages revealed only after stock take/taking of inventory.

2.) Aircraft

the ownership, operation or navigation of any Aircraft or hovercraft, other than in respect of Freight Property Damage sustained during the provision of Insured Services.

3.) Asbestos

asbestos or materials containing asbestos.

4.) Assumed or Increased Liabilities

(a) any actual or alleged liability assumed under any contract, agreement or understanding except to the extent that such liability would have attached to the Insured in the absence of such contract, agreement or understanding Exclusion 6.4(a) does not apply to any Approved Contracts.

(b) any increased liability arising from any declaration of any special instructions by the Customer beyond the limitations of liability according to the Approved Contracts.

5.) Bodily Injury

bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury

6.) Cyber Attack

any use or operation, as a means for inflicting harm, of any computer, Computer System, computer software programme, malicious code, Computer Virus or process or any other electronic system.

7.) Dangerous goods

any dangerous goods except if the Insured ensures compliance with all relevant regulations issued by an Authority.

8.) Dismantling, assembly, testing or fabrication

any dismantling, assembly, testing or fabrication of Freight.

9.) Dredging operations or dumping of spoil

any involvement in dredging operations or the dumping of spoil therefrom.

10.) Excluded Freight

Bullion and Precious Metals, cash securities and/or other cash equivalents, counterfeit, illegal

or pirated goods, goods which are excluded by law, regulations or statute of any jurisdiction to or through which the property is transported, precious jewelry, or precious stones.

11.) Excluded Territories

any Excluded Territories.

12.) Financial Failure, Trading Debts & Insolvency

any:

(a) trading debt of the Insured;

(b) guarantee or other undertaking or obligation in respect of such debt, given by the Insured; or

(c) insolvency, liquidation, administration or receivership of an Insured.

13.) Fraud, Dishonesty & Intentional Conduct

any Insured committing or condoning or allegedly committing or condoning any:

(a) dishonest, fraudulent, reckless or wilful act or omission; or

(b) malicious, criminal or intentional breach of the law; or

(c) cartel or other anti-competitive conduct, or gaining any profit or advantage to which the Insured is not legally entitled.

14.) Fuel or Power

any absence, shortage or withholding of power or fuel.

15.) Insurance

any liability arising directly from the failure to arrange insurance.

16.) Labour

any absence, shortage or withholding of labour of any description resulting from strike, lockout, labour disturbance, riot or civil commotion.

17.) Landfill, operation and/or use of dump site or disposal of waste

any operation or use of a dump site, land-fill operation or the disposing of waste.

18.) Leased or Hired Property

any property which is not owned by the Insured which is loaned, leased, hired or chartered by the Insured.

19.) Motor Vehicles

motor vehicle that is being moved on its own wheels or under its own power by the Insured or any person acting on the Insured's behalf.

20.) Mold

any mold, moths, insects, rats or vermin.

21.) Penalties and Damages

any punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory damages, and any fines, duty, taxes and penalties except as provided for under Extension 5.5 (Civil Fines, Penalties, Duties and Taxes).

22.) Pollution

any Pollution or Pollutants in whatever form or quantity except this Exclusion 6.22 shall not apply to Freight Property Damage which :

(a) arises from a sudden, identifiable, unintended and unexpected event from the standpoint of the Insured; and

(b) which takes place in its entirety at a specific time and place

23.) Port or Harbour Blockage

any port or harbour blockage.

24.) Products Liability

any goods manufactured, installed, treated, assembled or processed by or on behalf of the Insured.

25.) Radioactive Contamination, Chemical Biological, Bio-Chemical and Electromagnetic Weapons Exclusion

(a) any ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; and

(b) any radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; and

(d) any radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This Exclusion 6.25(d) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; and

- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- 26.) Restricted Freight  
any Restricted Freight.
- 27.) Retroactive Date  
any Freight Property Damage occurring or allegedly occurring, or any Wrongful Act committed or allegedly committed, prior to the Retroactive Date.
- 28.) Sanctions  
any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose Us, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Taiwan, the European Union, United Kingdom, or United States of America.
- 29.) Temperature controlled goods  
any temperature controlled goods and loss or damage caused by any variation in temperature unless the Insured attends to the following:
- (a) instructs all Employees in the use of refrigeration equipment before entrusting them with such goods; and
- (b) obtains written confirmation from the Customer or principal before acceptance of the goods of the temperature at which the goods have to be held, and the consignee notes the variation in the required temperature upon delivery; and
- (c) services and maintains refrigeration equipment in accordance with the manufacturer's recommendations; and
- (d) ensures that the refrigeration equipment is operational prior to each transit; and
- (e) maintains a written records of compliance with the above
- 30.) Vessel  
the ownership, operation, management, navigation or chartering of any vessel.
- 31.) War and Terrorism
- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government, public or local authority; or
- (b) any Act of Terrorism or any acts to suppress or control any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 32.) Wrongful Delivery  
any wrongful delivery of Freight contrary to instructions to withhold delivery without receipt by the Insured of: (a) an exchange payment; (b) the relevant bill of lading or other document of title; or (c) a letter of indemnity issued by the Insured or its agent which the consignee and trade financier have signed.

### **Cargo Plus Annual Transit Policy**

**承保範圍：**

In consideration of the premium being paid by Insurance Company of North America, Taiwan Branch and in reliance upon the written statements and declarations provided by or on behalf of the Insured, We agree to indemnify the Insured in accordance with Policy A and / or Policy B herein as applicable. The schedule will show whether the Insured is covered under Policy A/ or Policy B.

**Policy A – Taiwan Wide Cover**

**Insuring Agreement**

Subject to all of the terms, conditions, exclusions and other provisions applicable to Policy A, We agree to indemnify the Insured for its loss:

- (a) arising from the accidental loss of, or damage to, the Interest Insured carried in the course of the Insured's operations; and
- (b) which occurs during the ordinary course of Transit within the Geographical Limit during the Policy Period.

**Policy B – Imports and Export Cover**

For Shipments by Sea and/or Road and/or Rail Conveyances:

- Institute Cargo Clauses (A) 1/1/09
- Institute War Clauses (Cargo) 1/1/09
- Institute Strikes Clauses (Cargo) 1/1/09
- Institute Classification Clause 1/1/01
- Institute Replacement Clause 1/1/34

- Cargo ISM Endorsement 1/8/98
- Cargo ISM Forwarding Charges Clause 1/8/98
- Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Institute Cyber Attack Exclusion Clause 10/11/03
- Termination of Transit Clause (Terrorism) 2009
- 1.2 For Shipments by Aircraft:
  - Institute Cargo Clauses (Air) (excluding sendings by Post) 1/1/09
  - Institute War Clauses (Air Cargo) (excluding sendings by Post) 1/1/09
  - Institute Strikes Clauses (Air Cargo) 1/1/09
  - Institute Replacement Clause 1/1/34
  - Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
  - Institute Cyber Attack Exclusion Clause 10/11/03
  - Termination of Transit Clause (Terrorism) 2009
- 1.3 For Sendings by Post:
  - Institute Cargo Clauses (A) 1/1/09
  - Institute War Clauses (sendings by Post) 1/1/09
  - Institute Strikes Clauses (Cargo) or Institute Strikes Clauses (Air Cargo) as appropriate.
  - Institute Replacement Clause 1/1/09
  - Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
  - Institute Cyber Attack Exclusion Clause 10/11/03
  - Termination of Transit Clause (Terrorism) 2009

不保事項：

**Exclusions Applicable to Policy A**

The cover provided under Policy A does not cover any loss or damage:

- 4.1 arising out of or in any way connected with asbestos or materials that contain asbestos;
- 4.2 arising out of or in any way connected with an Act of Terrorism or any action taken in preventing, controlling or suppressing an Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage;
- 4.3 arising out of or in any way connected with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- 4.4 arising out of or in any way connected with:
  - (a) any ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; and
  - (b) any radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and
  - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; and
  - (d) any radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion 4.4(d) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; and
  - (e) any chemical, biological, bio-chemical, or electromagnetic weapon
- 4.5 arising out of carriage in any Conveyance that is unroadworthy, unseaworthy, unairworthy or unsafe unless the condition of the Conveyance:
  - (a) could not reasonably have been detected by the Insured; or
  - (b) did not contribute to the loss, damage or expense;
- 4.6 attributable to any wilful misconduct or illegal act of the Insured or anyone acting on the Insured's instructions;
- 4.7 arising out of an insufficiency or deficiency of packing and/or packaging unless such matter:
  - (a) was undertaken without the knowledge or involvement of the Insured; or
  - (b) did not contribute to the loss, damage or expense;

- 4.8 caused by any ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the Interest Insured;
- 4.9 caused by the inherent vice or nature of the Interest Insured;
- 4.10 caused by delay even though the delay may have been caused by an insured event;
- 4.11 caused by rust, oxidisation and/or discolouration unless resulting from an insured event;
- 4.12 arising from mechanical, electrical or electronic failure unless there is visible external physical damage that occurred during Transit as a result of an insured event;
- 4.13 caused by the failure of the Insured, the Insured's Employees, agents or any sub-contractors to take all reasonable precautions in relation to the carriage of the Interest Insured.
- 4.14 arising from the insolvency, bankruptcy or financial default of any carrier, courier or transport operator unless in the context of an owner the Insured did not know and could not have reasonably have been expected to have knowledge of it in the ordinary course of business.
- 4.15 caused by loss or damage to the Interest Insured sustained while the Interest Insured is in use and/or while the Interest Insured being worked upon and directly resulting therefrom;
- 4.16 to or of any electronic records, software or data information;
- 4.17 arising out of any liability assumed by the Insured under an agreement unless such liability would have attached in the absence of that agreement;
- 4.18 arising out of the lawful seizure, confiscation or detention of any part of the Interest Insured;
- 4.19 of or to the following:
  - (a) Accompanied baggage
  - (b) Fine art, antiques and collectables with a value greater than \$10,000 any one Load;
  - (c) Tobacco or tobacco products with a value greater \$10,000 any one Load;
  - (d) Bullion and precious metals in bars or bulk form, precious jewellery, or other precious stones;
  - (e) Cash securities, money or other equivalents; and
  - (f) Live plants or animals
- 4.20 of or to, or arising out of the Transit of:
  - (a) Any nuclear, ionising or radioactive substances;
  - (b) Any chemical, biological, bio-chemical or electromagnetic weapon; or
  - (c) Any dangerous goods, except if the Insured ensures compliance with all relevant regulations issued by an authority

**Exclusions Applicable to Policy B**

Each of the exclusions specified in the Institute Clauses referred to in the Insuring Agreement of Policy B apply to the cover provided under this Policy B, except where expressly modified by agreement between the parties in writing. In addition to those exclusions:

- 4.1 Policy B does not cover any loss or damage:
  - (a) arising out of or in any way connected with asbestos or materials that contain asbestos;
  - (b) attributable to any wilful misconduct or illegal act of the Insured or anyone acting on the Insured's instructions;
  - (c) caused by rust, oxidisation and/or discolouration unless resulting from an insured event;
  - (d) arising from mechanical, electrical or electronic failure unless there is visible external physical damage that occurred during Transit as a result of an insured event;
  - (e) arising out of any liability assumed by the Insured under an agreement unless such liability would have attached in the absence of that agreement;
- 4.2 Policy B does not cover any loss or damage of or to the following:
  - (a) Accompanied baggage
  - (b) Fine art, antiques and collectables with a value greater than \$10,000 any one Load;
  - (c) Tobacco or tobacco products with a value greater \$10,000 any one Load
  - (d) Bullion and precious metals in bars or bulk form, precious jewellery, or other precious stones
  - (e) Cash securities, money or other equivalents;
  - (f) Live plants or animals; and
  - (g) to Interest Insured which may be sustained while the Interest Insured is in use and/or while being worked upon and directly resulting therefrom.

**4.3 Sanction Limitation and Exclusion Clause**

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such



claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America and/or Taiwan.

### **Cargo Advantage Single Transit Insurance**

#### **承保範圍：**

To enable the cover provided under this policy to be understood worldwide the standard cover is provided by the internationally recognised Institute Clauses listed below, subject to Special Conditions, Section 2 and Claims Procedures, Section 3:

For shipments by sea and/or land conveyances:

- Institute Cargo Clauses (A) CL 382 01/01/2009
- Institute War Clauses (Cargo) CL385 01/01/2009
- Institute Strikes Clauses (Cargo) CL386 01/01/2009
- Institute Classification Clause CL354 01/01/2001
- Cargo ISM Endorsement JC98/019
- Cargo ISM Forwarding Charges Clause
- Inland Transit All Risk Clause

For shipments by aircraft:

- Institute Cargo Clauses (Air) (excluding sendings by Post) CL387 01/01/2009
- Institute War Clauses (Air Cargo) (excluding sendings by Post) CL388 01/01/2009
- Institute Strikes Clauses (Air Cargo) CL389 01/01/2009

For shipments insured after the shipment date and/or any shipments by sea that are stowed on deck unless in a fully enclosed container:

- Institute Cargo Clauses (C) CL384 01/01/2009

For all shipments:

- Institute Cyber Attack Exclusion Clause CL380 10/11/2003
- Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL370 10/11/2003
- Institute Replacement Clause 1/1/34
- Second Hand Replacement Clause (applicable to used/second hand machinery/equipment)
- Loading and Unloading Clause
- Information Technology Hazards Clause
- Date Recognition Endorsement
- Termination of Transit Clause (Terrorism) JC2009/56 01/01/2009
- Sanctions Limitation and Exclusion Clause

### **產品責任保險**

#### **承保範圍：**

本公司對於被保險人因被保險產品之缺陷在保險期間內或「追溯日」之後發生意外事故，致第三人遭受身體傷害或財物損失，依法應由被保險人負損害賠償責任且在保險期間內受賠償請求時，本公司在保險金額範圍內對被保險人負賠償之責。但本公司對「追溯日」以前已發生之意外事故或被保險人非在保險期間內所受之賠償請求不負賠償責任。

#### **不保事項：**

本公司對於下列事項不負賠償責任：

- 一、被保險人以契約或協議所承受之賠償責任。但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，不在此限。
- 二、被保險人以契約或協議向依法應負賠償責任之人拋棄追償權因而不能追償之損失金額。
- 三、因產品未達預期功能或使用不當或因被保險人或其受僱人提供錯誤之產品所致之賠償責任。
- 四、被保險產品尚在被保險人或其代理人、經銷商或受僱人之控制或管理時所發生之賠償責任。
- 五、被保險產品本身之損失或為檢查、鑑定、修理、清除、拆除、替換、收回該產品所發生之任何費用（包含為收回該產品所需退還之價款）。
- 六、被保險人或其代理人、經銷商或受僱人於出售或移轉被保險產品之占有於他人時，已知悉該產品已有缺陷，因而所發生之賠償責任。
- 七、因要保人、被保險人、經銷商或受僱人之故意、刑事不法行為或故意違反正常製作程序所致

之賠償責任。

八、因被保險產品所致被保險人所有、管理或控制之財產損失，但受僱人之個人使用財物不在此限。

九、被保險產品若作為其他產品之材料、零件、包裝或觸媒時，致使該其他產品本身之損失。

十、被保險人之受僱人或與被保險人有服務契約關係之人，因執行職務而其身體受有傷害所發生之賠償責任。

十一、在本保險契約「地區限制」欄所載地區以外所發生之意外事故或賠償請求。

依本保險契約「準據法限制」欄所載地區以外之法律為準據法之賠償責任。

十二、直接或間接因下列原因所致之賠償責任：

(一)戰爭、類似戰爭行為、外敵行動（不論宣戰與否）叛亂、內戰、強力霸佔或被征用。

(二)罷工、暴動、民眾騷擾。

(三)地震、颱風、洪水及其他氣象上之災變。

(四)核子反應、核子輻射、及各種形態之污染所致者及為測試、清理、除去、控制或處理前述輻射或污染所致之費用。

(五)各種罰金、罰鍰、懲罰性賠償金或違約金，但經書面約定加保者不在此限。

(六)因誹謗、惡意中傷、違反著作權、商標權、專利權所致者。

(七)被保險產品用作船舶、飛機或其他航空器之零件或材料時。

(八)被保險產品由被保險人或其代理人交付予買受人已屆滿十年者，但經書面約定加保者不在此限。

(九)肇因於下列產品或產品中含有下列成份所致者，但經書面加保者不在此限：

1. 石綿 (Asbestos)

2. 多氯聯苯 (PCB)

3. 尿素甲醛 (Urea-Formaldehyde)

4. 避孕用具或藥品 (Contraceptives of any kind)

5. 乳矽膠填充物 (Human implant containing silicon)

6. 治療亞級性骨髓神經系統之藥品

(Subacute Myelo-Optico-Neuropathy )

7. 己醯雌酚 (Diethylstilbrol )

8. 奧克西欽諾林 (Oxychinoline)

9. 感冒疫苗 (Swine flu Vaccin)

10. 診斷或治療愛滋病 (後天免疫不全症候群) 之產品

11. 煙草及其製品 (Tobacco and any Tobacco Products)

### **產品責任保險承保範圍附加條款-事故發生基礎**

本保險契約第一章承保範圍第一條條文刪除，改訂如下：本保險契約對於被保險人因被保險產品之缺陷在保險期間內發生意外事故，致第三人身體受有傷害或第三人財物受有損失，依法應由被保險人負損害賠償責任，而受賠償請求時，本公司在保險金額範圍內對於被保險人負賠償之責。

### **產品責任保險延長被保險人受賠償請求期間附加條款**

若被保險人在本保險契約終止時或到期日後因故未在本公司辦理續保，本公司同意在保險期間到期後二個月內被保險人因本保險契約所承保危險事故而受第三人賠償請求時，本公司仍負賠償責任。

但有下列除外事項外發生時，本公司仍不負賠償責任：

1. 追溯日以前已發生之意外事故。

2. 在保險期間到期日後始發生之意外事故。

3. 被保險人未在本公司辦理續保之理由係因未補繳保險費。

### **產品責任保險經銷商附加條款(A)**

除本保險契約不保事項外，本公司對下列原因所致之損失，本公司亦不負賠償責任：

1. 任何未經原製造商所同意之說明、銷售或改變產品狀態者。

2. 未能使產品維持可銷售狀態者。

3. 未依原廠指示警告做好檢查或調整者。

被保險產品若為進口產品，被保險人應依消費者保護法提供中文說明及中文警語，否則本公司對肇因於此原因之損失不負賠償責任。

### **產品責任保險經銷商附加條款(B)**

除本保險契約不保事項外，本公司對下列原因所致之損失，本公司亦不負賠償責任：

- 1.任何未經原製造商所同意之說明、銷售或改變產品狀態者。
  - 2.未能使產品維持可銷售狀態者。
  - 3.未依原廠指示警告做好檢查或調整者。
  - 4.任何改變包裝、容器、標籤或加工製造者，但僅加註中文說明者，不在此限。
- 被保險產品若為進口產品，被保險人應依消費者保護法提供中文說明及中文警語，否則本公司對肇因於此原因之損失不負賠償責任。

#### **產品責任保險附加被保險人附加條款**

本公司對保險契約所載明之附加被保險人僅承保其因銷售被保險產品發生保險事故而受賠償請求時；本公司始對其負賠償之責，但因下列原因所致之損失，本公司不負賠償責任：

- 1.任何未經原製造商所同意之說明、銷售或改變產品狀態者。
  - 2.未能使產品維持可銷售狀態者。
  - 3.未依原廠指示警告做好檢查或調整者。
  - 4.任何改變包裝、容器、標籤或加工製造者，但僅加註中文說明者，不在此限。
  - 5.被保險產品尚在附加被保險人或其代理人或受僱人之控制或管理時。
- 被保險產品若為進口產品，被保險人應依消費者保護法提供中文說明及中文警語，否則本公司對肇因於此之損失不負賠償責任。

#### **產品責任保險懲罰性賠償金附加條款**

本公司對被保險人依法應負之懲罰性賠償金仍負賠償之責，但因被保險人故意行為所致者，本公司不負賠償責任。

#### **產品責任保險食品附加條款**

本公司對下列損失不負賠償之責：

- 1.被保險人未依規定標示生產日期及使用期限致使第三人逾期使用而致身體受到傷害。
- 2.被保險人未依規定標示儲存方式而因儲存不當，造成產品變質而致第三人身體受到傷害。
- 3.被保險產品並未申請藥品登記而違法在說明書上或包裝上註明或影射該產品具有醫療效果之字句者。

#### **產品責任保險延長產品使用年限附加條款**

本公司對被保險產品在交付該產品給使用人於約定年限內所發生本保險契約承保範圍內之保險事故，本公司仍負賠償之責。

#### **產品責任保險訴訟及理賠費用附加條款**

本公司對本保險契約所約定之賠償責任包含處理賠償請求之任何費用及民事訴訟費用，僅在保險金額範圍內負賠償之責，對超過保險金額外之損失，本公司不負賠償之責。

#### **產品責任保險自負額附加條款**

本保險契約基本條款第二條所稱之自負額，包含因處理賠償請求所發生之任何費用及民事處理費用在內，本公司僅對超過該自負額部份之賠款負賠償之責。

#### **產品責任保險完工責任附加條款**

- 1.本保險契約擴大承保被保險人及其代理人對所銷售之被保險產品提供安裝、維修、保養等服務而於完成上述服務後因所提供服務之缺陷致發生本保險契約所承保之賠償請求，本公司亦負賠償之責。
- 2.本保險契約僅承保前項服務項目已完成並經驗收或啟用且非在被保險人所有或使用之處所內發生者為限。
- 3.本公司對下列損失不負賠償之責：
  - (1)第一項服務所需之改正、修理、額外服務或重置之費用。
  - (2)因運送過程所致之損失。
  - (3)服務完成後因遺留或廢棄施工器具、設備、材料或廢棄物所致之賠償責任。
  - (4)服務完成已逾六個月者。

#### **產品責任保險變更保險費計算基礎附加條款**

本保險契約之保險費係依據保險期間內預計之 計算預收。被保險應於 ，將 以書面通知本公司，以作為計算實際保險費之依據。實際保險費超過預收保險費之差額，應由被保險人補繳之；預收保險費超過實際保險費之差額，由本公司退還被保險人，但本公司應收保險費不得低於本保險契約所載之最低保險費。

### 產品責任保險交叉責任附加條款

本保險契約擴大承保被保險人因承保範圍內之保險事故致其附加被保險人或其受僱人發生身體傷害而受賠償請求時，本公司亦負賠償責任，但對其財物損失仍不負賠償之責。

### 產品責任保險建築物昇降設備及機械停車設備專業廠商責任附加條款 (ML014B 維護廠商適用)

#### 承保範圍

茲經雙方同意，於要保人投保本公司產品責任保險（以下簡稱主保險契約）後，加繳保險費，投保建築物昇降設備及機械停車設備專業廠商責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間暨主保險契約載明之地區限制範圍內，對被保險產品提供服務，而於完成前開服務所致第三人體傷、死亡或財物損害，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

#### 不保事項

除主保險契約第二章除外不保事項外，本公司對下列損失，亦不負賠償責任：

- 一、被維護或保養之建築物昇降設備或機械停車設備本身缺陷所致者。
- 二、被保險人所維護或保養之建築物昇降設備或機械停車設備本身因任何事故所致之任何損失。
- 三、服務完成後因被保險人故意遺留或廢棄施工器具、設備、材料或廢棄物所致之賠償責任。
- 四、被保險人未依承攬契約履行維護保養作業。但因保養不善所致者，不在此限。
- 五、被保險人違反第四條通知義務時，本公司對於未申報之處所所致之損失。

### 產品責任保險特別除外附加條款--酒類產品適用

#### 承保範圍

茲經雙方同意，在投保產品責任保險（以下簡稱主保險契約）後，另外遵守產品責任保險酒類附加條款（以下簡稱本附加條款）之約定。

#### 不保事項

除主保險契約不保事項外，本公司對下列損失，亦不負賠償之責任：

- 一、被保險產品之甲醇或鉛含量超過政府公告之「酒類衛生標準」所致消費者之損失。
- 二、因受酒類影響所致消費者急、慢性酒精中毒身體傷害損失。
- 三、因消費者受酒類影響而違反政府主管機關法令規定所致之損失。
- 四、因所製造、生產、輸入、經銷之酒類產品被仿冒所致第三人因酒傷害及被保險人本身之商譽 (Trade Mark) 及財務損失 (Financial Loss)。
- 五、因違反「酒類標示管理辦法」所致消費者之損失。

### 二氧化矽除外不保附加條款

茲經雙方同意並約定，本公司對於直接或間接因任何二氧化矽或產品、材料、物質中含有二氧化矽所致或相關之任何損失、身體傷亡、費用支出或賠償請求，不負賠償之責。

本附加條款之增訂，不代表其他保險單條款並未將任何該等賠償請求、訴訟或法律程序予以防止或排除於承保範圍。

### 三聚氰胺除外不保附加條款

茲經雙方同意並約定，本公司對於直接或間接因任何三聚氰胺或產品、材料、物質中含有三聚氰胺所致或相關之任何損失、身體傷亡、費用支出或賠償請求，不負賠償之責。

本附加條款之增訂，不代表其他保險單條款並未將任何該等賠償請求、訴訟或法律程序予以防止或排除於承保範圍。

### 石棉除外不保附加條款

茲經雙方同意並約定，本公司對於直接或間接因任何石棉或產品、材料、物質中含有石棉所致或相關之任何損失、身體傷亡、費用支出或賠償請求，不負賠償之責。

本附加條款之增訂，不代表其他保險單條款並未將任何該等賠償請求、訴訟或法律程序予以防止或排除於承保範圍。

### 黴菌及真菌除外不保附加條款

茲經雙方同意並約定，本公司對於直接或間接因任何黴菌、真菌或產品、材料、物質中含有黴菌或真菌所致或相關之任何損失、身體傷亡、費用支出或賠償請求，不負賠償之責。

本附加條款之增訂，不代表其他保險單條款並未將任何該等賠償請求、訴訟或法律程序予以防止或排除於承保範圍。

### 鉛產品除外不保附加條款

本保險單並不適用於因鉛的毒性或產品材料、物質中含有鉛所產生或相關之任何損失、賠償請求或訴訟。本附加條款適用於所有型態的鉛，包含但不限於固體、液體及氣體。

本附加條款之增訂，不代表其他保險單條款並未將任何該等賠償請求、訴訟或法律程序予以防止或排除於承保範圍。

### 僱主意外責任保險

#### 承保範圍：

一、被保險人之受僱人在保險期間內因執行職務發生意外事故遭受體傷或死亡，依法應由被保險人負責賠償而受賠償請求時，本公司對被保險人負賠償之責。

本公司依前項對被保險人所負之體傷賠償責任，除本保險單另有約定，以超過勞工保險條例、公務人員保險法或軍人保險條例之給付部份為限。

二、本保險單所稱之「受僱人」係指在一定或不定期限內，接受被保險人給付之薪津工資而服勞務年滿十五歲之人而言。

#### 特別不保事項：

三、本公司對下列事項不負賠償之責：

1. 受僱人之任何疾病或因疾病所致之死亡。
2. 受僱人之故意或非法行為所致本身體傷或死亡。
3. 受僱人因受酒類或藥劑之影響所發生之體傷或死亡。
4. 被保險人之承包人或轉包人及該承包人或轉包人之受僱人之體傷或死亡，但本保險契約另有約定者不在此限。
5. 被保險人依勞動基準法規定之賠償責任。但本保險契約另有約定者不在此限。

### 僱主意外責任保險

### 上下班賠償責任附加條款

#### 承保範圍

茲經雙方同意，要保人於投保安達產物僱主意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物僱主意外責任保險上下班賠償責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因被保險人之受僱人於上下班途中發生意外事故遭受體傷或死亡，依民法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

#### 不保事項

同主保險契約

### 僱主意外責任保險

### 限定承保列名受僱人附加條款

#### 限定受僱人之約定

茲經雙方同意，要保人於投保安達產物僱主意外責任保險（以下簡稱主保險契約）後，附加安達產物僱主意外責任保險限定承保列名受僱人附加條款（以下簡稱本附加條款），主保險契約承保被保險人之受僱人，僅限載明於主保險契約所附明細表內之人。

#### 受僱人之異動

被保險人有新增或移除主保險契約所附明細表內之受僱人時，應以書面通知本公司，經本公司同意後生效，本公司對於該受僱人應依全年保險費之日數比例計算加收或退還之保險費。

#### 不保事項

同主保險契約

### 僱主意外責任保險

### 超額給付附加條款

#### 超額給付之約定

茲經雙方同意，要保人於投保安達產物僱主意外責任保險（以下簡稱主保險契約）後，附加安達產物僱主意外責任保險超額給付附加條款（以下簡稱本附加條款），主保險契約承保範圍內之賠償責任，如有其他保險契約亦加以承保時，本公司對於被保險人之賠償責任僅就超過其他保險契約保險金額之部分，於主保險契約保險金額範圍內負賠償之責，不適用主保險契約關於其他保險

負比例分擔責任之約定。

承保之保險事故發生時，若前述其他保險契約已失效或終止，本公司仍視該其他保險契約為有效，並於扣除該其他保險契約之保險金額後，依主保險契約之約定對被保險人負賠償之責。

#### 不保事項

同主保險契約

### 僱主意外責任保險 境外責任附加條款

#### 承保範圍

茲經雙方同意，要保人於投保安達產物僱主意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物僱主意外責任保險境外責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因被保險人之受僱人於中華民國境外執行職務發生意外事故遭受體傷或死亡，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

#### 不保事項

同主保險契約

### 僱主意外責任保險 罰金罰鍰違約金懲罰性賠償金除外不保附加條款

#### 罰金罰鍰違約金懲罰性賠償金除外不保之約定

茲經雙方同意，要保人於投保安達產物僱主意外責任保險（以下簡稱主保險契約）後，附加安達產物僱主意外責任保險罰金罰鍰違約金懲罰性賠償金除外不保附加條款（以下簡稱本附加條款），除主保險契約關於不保事項之約定外，被保險人任何罰金、罰鍰、違約金或懲罰性賠償金，本公司亦不負賠償之責。

#### 不保事項

同主保險契約

### 僱主意外責任保險 慰問金費用附加條款

#### 承保範圍

茲經雙方同意，要保人於投保安達產物僱主意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物僱主意外責任保險慰問金費用附加條款（以下簡稱本附加條款），被保險人之受僱人於本附加條款有效期間內，因遭受意外傷害事故而致體傷，本公司就被保險人所支出之慰問金費用，於保險金額範圍內對被保險人負賠償之責。

前項慰問金費用以被保險人之受僱人實際醫療費用，超過全民健康保險給付部分為限。

被保險人之受僱人若非以全民健康保險身份就診者，或雖以全民健康保險身分就診，但有未經全民健康保險給付分攤之費用發生者，亦或就醫時未在全民健康保險指定醫院或診所接受診療者，本公司按其實際醫療費用的百分之七十給付慰問金費用。

本慰問金費用給付不適用主保險契約責任保險基本條款第八條、第九條與第十五條之約定。

#### 不保事項

同主保險契約

### 制裁限制除外不保附加條款

#### 制裁限制除外不保之約定

主保險契約對於依據聯合國決議有關制裁、禁令或限制之國家；或經歐盟、英國或美國法令規章或貿易制裁之國家，不提供保險保障，亦不負保險理賠及任何利益給付之責任。

### 保險費延緩交付附加條款

茲應要保人（或被保險人）之要求，本公司同意本保險契約保險費，延自保險責任開始之日起至遲三十日內收清，並先行簽交保險單。

倘要保人（或被保險人）未能在前項約定延緩期間內付清保險費，或所交付票據未能於延緩期間內兌現時，本公司即根據保險法第六十八條規定，以書面通知要保人自延緩期滿之翌日起解除契約，其在有效期間之應收保險費仍按短期費率計收，並通報同業，須俟該項欠費付清後始可承保。

本附加條款亦適用於主保險契約所載保險費以外之增加或附加保險費。

## 公共意外責任保險

### 承保範圍：

本保險契約承保之險種包含下列類別，要保人依其需求，於經本公司同意後擇一定之：

- 一、營業處所公共意外責任保險。
- 二、活動事件公共意外責任保險。

### 除外責任：

本公司對於下列原因所致之賠償責任，不負賠償之責：

- 一、因戰爭、類似戰爭（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為所致者。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 二、因核子分裂或輻射作用所致者。
- 三、因罷工、暴動、民眾騷擾所致者。
- 四、因颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變所致者。
- 五、因要保人或被保險人之故意行為所致者。
- 六、因被保險人經營或兼營非本保險契約所載明之業務或執行未經主管機關許可之業務或從事非法行為所致者。
- 七、各種形態之污染與石棉所致者。
- 八、被保險人因所有、使用或管理航空器、船舶及依法應領有牌照之車輛所致者。
- 九、任何直接或間接因下述原因，造成電腦系統設備無法正確處理、存取資料所致之賠償請求，且無論該電腦系統設備是否為被保險人所有者，均同：
  - (一) 無法正確辨識日期。
  - (二) 無法處理確切日期、或與處理確切日期有關之數值及其他任何資料，而進行讀取、儲存、記憶、操作、解讀、傳送、傳回或處理任何資料、訊息、指令或指示等。
  - (三) 無法正確操作安裝於電腦系統中與年序轉換有關之任何指令或邏輯運算，包括讀取、儲存、記憶、運算及其他相關資料之處理。

### 除外責任(二)

本公司對於下列賠償責任或損失，不負賠償之責：

- 一、任何性質之附帶損失。
- 前述所稱附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。
- 二、任何罰金、罰鍰、違約金或懲罰性賠償金。
  - 三、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時仍應由被保險人負賠償責任者，不在此限。
  - 四、被保險人向人租借、代人保管、管理或控制之財物，受有損失之賠償責任。
  - 五、被保險人或其受僱人因執行專門職業及技術人員考試法施行細則第二條所稱之專門職業及技術人員之專門職業或擔任法人、俱樂部、協會等組織之董事、監察人、負責人、經理人、高級管理人員或法務主管之董、監事職務所發生之賠償責任。
  - 六、於中華民國臺灣地區（含金門、馬祖及政府統治權所及之其他地區，以下簡稱中華民國臺灣地區）以外所發生之賠償責任。
  - 七、被保險人或其受僱人或其代理人因售出或供應之商品或貨物所發生之賠償責任。
  - 八、被保險人在經營業務或舉辦活動時，於營業或活動處所內，在施工期間因施工發生之震動或支撐設施薄弱或移動，致第三人之建築物、土地或財物遭受毀損滅失之賠償責任。
  - 九、被保險人之家屬或在執行職務之受僱人發生體傷、死亡或其財物受有損害之賠償責任。
  - 十、被保險人因所有、使用或管理電梯（包括電扶梯、升降機）所致第三人體傷、死亡或第三人財物毀損滅失之賠償責任。
  - 十一、被保險人為住宅大樓管理單位時，於住戶或承租戶住、居所室內發生意外事故所致體傷、死亡或財物受有損失。
  - 十二、被保險人因所有、使用或管理游泳池所致第三人體傷、死亡或第三人財物毀損滅失之賠償

責任。

十三、被保險人之承包人或轉包人或該承包人或轉包人在執行職務之受僱人體傷或死亡。

十四、被保險人依勞動基準法規定之賠償責任。

營業處所公共意外責任保險條款

#### 承保範圍

被保險人因經營本保險契約所載之業務，於載明之經營業務處所，在保險期間內發生下列意外事故，致第三人體傷或財物損失，依法應由被保險人負賠償責任，而受賠償請求時，本公司依本保險契約之約定對被保險人負賠償之責：

1. 被保險人或其受僱人因經營業務之行為在營業處所內發生之意外事故。
2. 被保險人營業處所之建築物、通道、機器或其他工作物所發生之意外事故。

活動事件公共意外責任保險條款

#### 承保範圍

被保險人或其受僱人於保險期間內，因在本保險契約所載活動處所舉辦活動而發生意外事故，致第三人體傷或財物損失，依法應由被保險人負賠償責任，而受賠償請求時，本公司對被保險人負賠償之責。

### 公共意外責任保險公寓大廈投保公共意外責任保險特約條款

茲特約定：

- 一、本公司同意於本保險契約生效後，除保險法另有規定外，不得任意解除或終止保險契約。
- 二、除有下列情事外，要保人或被保險人不得任意終止或解除本保險契約：
  1. 被保險人已遷離經查證屬實。
  2. 被保險人已依規定投保並提出證明文件。
  3. 經主管機關書面許可。
  4. 依其他法令不需投保。
- 三、被保險人依法應負損害賠償責任，如有下列情形之一時，損害賠償請求權人在本保險契約之保險金額限額內，得就其所主張之損害賠償額直接向本公司主張對其支付保險賠償金。被保險人與損害賠償請求權人同時對本公司主張直接賠償請求者，損害賠償請求權人得優先受償。
  1. 被保險人依法應負之賠償責任金額，經法院判決確定或於訴訟上達成和解或調解成立或仲裁達成判斷者。
  2. 肇事責任已確定，並經損害賠償關係當事人以書面達成和解，並經本公司同意者。
  3. 被保險人死亡、失蹤、破產、被清算、或失卻清償能力者。損害賠償請求權人依前項第三款之事由主張直接保險賠償金請求權時，應將其受害之事實，在事故發生之日後 90 日內通知本公司。逾期未通知本公司，致本公司已對其他請求權人支付保險賠償金或與已通知之損害賠償請求權人達成分配保險賠償金之和解時，且保險金額已用罄者，本公司對該損害賠償請求權人不再負給付之責。
- 四、保險單經簽發後，不得降低保險金額或提高自負額或縮減承保範圍。
- 五、特此約定。

### 公共意外責任保險游泳池責任附加條款

#### 承保範圍

茲經雙方同意，於要保人投保本公司公共意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保本游泳池責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因所有、使用、管理游泳池於開放期間發生意外事故，致第三人體傷、死亡或財物損害，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

#### 除外責任

本公司對下列事由所致之損失不負理賠責任：



- 一、因疾病引起之突發事故所致者。
- 二、因竊盜、強盜或搶奪所致者。
- 三、因法定傳染病之感染所致者。
- 四、因酒類或吸毒、服用安非他命、大麻、海洛因、鴉片或服用、施打其他違禁藥物之影響所致者。
- 五、因競賽所致者，但另有約定者不在此限。
- 六、未安排合格之救生員在現場執行職務者。

### 公共意外責任保險停車場責任附加條款

#### 承保範圍

茲經雙方同意，於要保人投保本公司公共意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保本停車場責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因經營或管理經營業務處所之停車場（須載明於主保險契約），發生意外事故致第三人體傷、死亡或財物損害，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

#### 除外責任

本公司對於下列事項不負理賠責任：

- 一、因下列事故所致停放車輛（含車內財物）之毀損或滅失，包括：
  - （一）竊盜行為。
  - （二）駕車行為，但事故之發生可歸責於被保險人對營業處所之設置、保養或管理有所缺失者不在此限。
  - （三）停放車輛遭刮損。
  - （四）任何第三人之不當行為或非善意行為。
  - （五）不明原因。
- 二、被保險人或其受僱人因代客停車行為所致之賠償責任。
- 三、車輛未停妥於正確、規定之車位者。
- 四、停車場之維修、保養期間，但意外事故之發生與維修、保養無關者不在此限。
- 五、機械式停車場或汽車用升降機未依建築法及停車場法規定維修、保養者。
- 六、未依操作指示操作機械式停車場或汽車用升降機所致之損失。

### 公共意外責任保險食品中毒責任附加條款

#### 承保範圍

茲經雙方同意，於要保人投保本公司公共意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保本食品中毒責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，於經營業務處所（須於主保險契約載明）或外燴處所供應之食品（不含外帶、外賣食品），致第三人因食品中毒而致體傷、死亡，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

#### 除外責任

本公司對因供應酒類所致之損失不負理賠責任。

### 公共意外責任保險建築物承租人火災責任附加條款

#### 承保範圍

茲經雙方同意，於要保人投保本公司公共意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保本建築物承租人火災責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因所承租之建築物（須位於主保險契約所載明之經營業務處所）發生火災而致毀損或滅失，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

#### 除外責任

本附加條款之承保範圍，不包括被保險人對出租人允諾或要約所增加之賠償責任。但縱無該項契約或協議存在時仍應由被保險人負賠償責任者，不在此限。

### 公共意外責任保險汽車修理廠責任附加條款

#### 承保範圍

茲經雙方同意，於要保人投保本公司公共意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保本汽車修理廠責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因發生下列意外事故依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之

損失，於保險金額範圍內依約定對被保險人負賠償之責：

- 一、託修車輛在廠內因意外事故所致車體之損失。
- 二、託修車輛在廠外因接送或測試意外事故所致車體之損失。
- 三、託修車輛於廠外接送或測試因意外事故所致第三人體傷、死亡或第三人財物損害之賠償責任。

#### **除外責任**

本公司對下列事由所致之損失不負理賠責任：

- 一、託修車輛或其車內之財物因遭受偷竊、搶奪、強盜所致者。
- 二、第三人之汽車與被保險人因租賃、代售、附條件買賣、出質、留置權等契約債務關係存續期間所發生者。
- 三、託修車輛在廠外於接送或測試時，未經列名被保險人許可或違反道路交通管理處罰條例第二十一條、二十一之一條規定，駕駛被保險汽車所致者。
- 四、被保險人或其受僱人於執行職務時，因吸毒、服用安非他命、大麻、海洛因、鴉片或服用、施打其他違禁藥物之影響所致者。
- 五、被保險人或其受僱人於執行職務時，因飲酒駕車，其吐氣或血液所含酒精成份超過道路交通法令規定標準所致者。
- 六、託修車輛在廠外發生意外事故未經報警現場處理者。
- 七、乘坐或上下託修車輛之人受有體傷、死亡或財物損害所致者。
- 八、被保險人或其受僱人因違反專業規範之測試方法或修理所致者。
- 九、被保險人及其家屬或被保險人之受僱人及受僱人之家屬所有車輛所致者。
- 十、因豪雨、雷雨之積水導致地面遭水淹沒所致者。
- 十一、被保險人或其受僱人於非測試期間使用託修車輛，或從事載客載貨或其他管理之行為所致者。

### **公共意外責任保險各級學校暨幼稚園責任附加條款**

#### **承保範圍**

茲經雙方同意，於要保人投保本公司公共意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保各級學校暨幼兒園責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因發生下列意外事故，致其學員受有體傷或死亡，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責：

- 一、被保險人經營業務所提供之交通工具，在接送學員上、下課期間所發生之意外事故。
- 二、因被保險人經營業務所提供之食品發生食品中毒之意外事故。
- 三、因被保險人經營業務之行為，在其照顧管理期間，學員遭受失蹤或綁架之意外事故。但僅限未滿十四足歲之學員。
- 四、被保險人因舉辦校外教學或活動所發生之意外事故，但不包含海外教學或活動。

#### **除外責任**

本公司對於下列事由所致之損失不負理賠責任：

- 一、學員或其家屬之故意行為或學員之故意自殺。
- 二、學員之任何疾病、細菌傳染病或因疾病所致者，但因保險事故而引起之化膿性傳染病及食品中毒等不在此限。
- 三、學員施打麻醉藥品或學員因心神喪失、藥物過敏或其他醫療行為等事故所致者。
- 四、被保險人或其受僱人於執行職務時，因吸毒、服用安非他命、大麻、海洛因、鴉片或服用、施打其他違禁藥物之影響所致者。
- 五、被保險人或其受僱人於執行職務時，因飲酒駕車，其吐氣或血液所含酒精成份超過道路交通法令規定標準所致者。
- 六、因被保險人或其受僱人之體罰或管教行為或性侵害行為所致者。

### **公共意外責任保險超輕型載具責任附加條款**

#### **承保範圍**

茲經雙方同意，於要保人投保本公司公共意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保本超輕型載具責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因操作本保險單所載之超輕型載具發生意外事故致第三人體傷、死亡或財物損害，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

#### **不保事項**

本公司對於下列事由所致之損失不負理賠責任：

- 一、被保險人因受酒類影響或因吸毒、服用安非他命、大麻、海洛因、鴉片或服用、施打其他違禁藥物之影響所致者。
- 二、被保險人從事特技表演或競賽。但經本公司書面同意者不在此限。
- 三、被保險人操作超輕型載具違反民用航空法、超輕型載具管理辦法及相關法令規定。

### 公共意外責任保險電梯責任附加條款

#### 承保範圍

茲經雙方同意，於要保人投保本公司公共意外責任保險（以下簡稱主保險契約）後，加繳保險費，投保本電梯責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因所有、使用、管理「經營業務處所之電梯」，發生意外事故致第三人體傷、死亡或財物損害，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

#### 除外責任

本公司對下列事由所致之損失不負理賠責任：

- 一、因電梯發生損壞或故障未經修復或經政府主管機關命令停止使用而仍繼續使用發生之賠償責任。
- 二、因裝載重量或乘坐人數超過該電梯之負荷量所發生之賠償責任。

### 電腦系統年序轉換除外不保附加條款

茲約定：

- 一、本公司對於直接或間接因電腦系統處理與年序或日期有關之資料發生錯亂，導致系統無法正常運作，包括運作結果錯誤、運作中斷或不能運作，不論該電腦系統是否為被保險人所有或為本保險契約之保險標的物，其所致電腦系統本體、電腦資料或任何其他財物全部或部份之直接或間接毀損滅失，以及因而所引起任何性質的附帶損失，或被保險人依法應負或以契約及協議所承受之賠償責任，或因而所產生之任何費用或成本，不論損失發生或發現日，以及請求賠償日是在本保險契約生效日之前或之後，本公司概不負賠償責任。
- 二、本附加條款所稱電腦系統，包括但不限於電腦軟、硬體設備及其週邊設備、資料處理設備、資料儲存體或任何裝置有電子微晶片、積體電路或其他電子零組件之各種具有類似功能的機具、儀器或設備，諸如研究、設計、商業、工業、行政用電子資料處理設備、工廠生產或監控用自動控制設備、辦公用自動化設備、金融業自動存款、跨行連線存款轉帳計息設備、衛星、雷達或無線電通訊設備、交通導航設備及電子醫療或實驗儀器設備及其他具類似功能之各項設備。

### 恐怖主義除外附加條款

#### 第一條

茲經雙方約定，對於直接或間接因任何恐怖主義者之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所致任何損失、費用支出或賠償責任，本公司不負賠償之責。

#### 第二條

本附加條款所謂恐怖主義者之行為係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

#### 第三條

本公司對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任亦不負賠償之責。

#### 第四條

本公司就本附加條款之任何損失、費用支出或賠償責任不負給付責任，但被保險人證明其損失非屬本附加條款之損失，不在此限。

#### 第五條

本附加條款有關之約定與基本條款、其他約定及簽批抵觸時，悉依本附加條款之約定為準，其他未約定事項仍依基本條款、其他約定及簽批辦理。

### 公共意外責任保險罰金罰鍰違約金懲罰性賠償金除外不保附加條款

#### 第一條 罰金罰鍰違約金懲罰性賠償金除外不保之約定

茲經雙方同意，要保人於投保安達產物公共意外責任保險（以下簡稱主保險契約）後，附加安達產物公共意外責任保險罰金罰鍰違約金懲罰性賠償金除外不保附加條款（以下簡稱本附加條款），除主保險契約關於不保事項之約定外，被保險人任何罰金、罰鍰、違約金或懲罰性賠償金，本公司亦不負賠償之責。

## 第二條 用詞定義

本附加條款用詞定義如下：

- 一、要保人：係指向本公司要約投保主保險契約，並負有交付保險費義務之人。
- 二、被保險人：係指因發生主保險契約約定之意外事故，依法應負賠償責任而受賠償請求，且經載明於主保險契約之人。

## 第三條 條款之適用

本附加條款所記載事項，如與主保險契約約定抵觸時，依本附加條款約定辦理，其他事項仍適用主保險契約之約定。

## 公共意外責任保險廣告看板及招牌責任附加條款

### 承保範圍

茲經雙方同意，於要保人投保安達產物公共意外責任保險（以下簡稱主保險契約）後，投保本安達產物公共意外責任保險廣告看板及招牌責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因設置於主保險契約所載營業處所之廣告看板或招牌因被保險人管理、保養或維修不當而發生掉落、鬆動或內部線路短路失火等意外事故，致第三人體傷、死亡或財物損害，依法應由被保險人負賠償責任，而受賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

### 除外責任

本公司對於下列事由所致之損失不負賠償責任：

- 一、於招牌裝設、維修、拆除等過程中造成施工人員或第三人之損失。
- 二、因施工不符規格所致之直接或間接損失。
- 三、因損害管線、管路、線路或其有關設施所致之任何附帶損失，但修理或置換第三人受損之管線、管路、線路或其有關設施所需之費用不在此限。

## Commercial General Liability (Claims-Made Form)

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- 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. 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" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
  - (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.
- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
  - (2) When we make settlement in accordance with Paragraph 1.a. above.  
All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be

deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

## **2. Exclusions**

- a. Expected Or Intended Injury
- b. Contractual Liability
- c. Liquor Liability
- d. Workers' Compensation And Similar Laws
- e. Employer's Liability
- f. Pollution
- g. Aircraft, Auto Or Watercraft
- h. Mobile Equipment
- i. War
- j. Damage To Property
- k. Damage To Your Product
- l. Damage To Your Work
- m. Damage To Impaired Property Or Property Not Physically Injured
- n. Recall Of Products, Work Or Impaired Property
- o. Personal And Advertising Injury

## **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:
  - (1) The offense was committed in the "coverage territory";
  - (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
  - (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.
- c. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
  - (2) When we make settlement in accordance with Paragraph 1.a. above.All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

## **2. Exclusions**

- a. Knowing Violation Of Rights Of Another

- b. Material Published With Knowledge Of Falsity
- c. Material Published Prior To Policy Period
- d. Criminal Acts
- e. Contractual Liability
- f. Breach Of Contract
- g. Quality Or Performance Of Goods – Failure To Conform To Statements
- h. Wrong Description Of Prices
- i. Infringement Of Copyright, Patent, Trademark Or Trade Secret
- j. Insureds In Media And Internet Type Businesses
- k. Electronic Chatrooms Or Bulletin Boards
- l. Unauthorized Use Of Another's Name Or Product
- m. Pollution
- n. Pollution-Related

#### 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
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

##### 2. Exclusions

- a. Any Insured
- b. Hired Person
- c. Injury On Normally Occupied Premises
- d. Workers Compensation And Similar Laws
- e. Athletics Activities
- f. Products-Completed Operations Hazard
- g. Coverage A Exclusions
- h. War

### Commercial General Liability ( Occurrence Form )

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- 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. 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. "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. "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".

## **2. Exclusions**

- a. Expected Or Intended Injury
- b. Contractual Liability
- c. Liquor Liability
- d. Workers' Compensation And Similar Laws
- e. Employer's Liability
- f. Pollution
- g. Aircraft, Auto Or Watercraft
- h. Mobile Equipment
- i. War
- j. Damage To Property
- k. Damage To Your Product
- l. Damage To Your Work
- m. Damage To Impaired Property Or Property Not Physically Injured
- n. Recall Of Products, Work Or Impaired Property
- o. Personal And Advertising Injury

## **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.

## **2. Exclusions**

- a. Knowing Violation Of Rights Of Another
- b. Material Published With Knowledge Of Falsity
- c. Material Published Prior To Policy Period
- d. Criminal Acts
- e. Contractual Liability
- f. Breach Of Contract
- g. Quality Or Performance Of Goods – Failure To Conform To Statements
- h. Wrong Description Of Prices
- i. Infringement Of Copyright, Patent, Trademark Or Trade Secret
- j. Insureds In Media And Internet Type Businesses
- k. Electronic Chatrooms Or Bulletin Boards
- l. Unauthorized Use Of Another's Name Or Product
- m. Pollution
- n. Pollution-Related

## **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
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

- a. Any Insured
- b. Hired Person
- c. Injury On Normally Occupied Premises
- d. Workers Compensation And Similar Laws
- e. Athletics Activities
- f. Products-Completed Operations Hazard
- g. Coverage A Exclusions
- h. War



## Commercial General Liability ( Occurrence Form ) – 17 clauses

### 1.ADDITIONAL INSURED (VENDORS-BROAD FORM)

#### Insuring Agreement

It is agreed that SECTION II – WHO IS AN INSURED is amended to include any person or organization designated below (herein referred to as "vendor"), as an Insured, but only with respect to "bodily injury" or "property damage" arising out of your products designated below which are directly distributed or sold by the vendor. It is also understood that the vendor has directly contracted with you in the regular course of the vendor's business, subject to the following additional provisions:

#### Exclusions

1. The insurance with respect to the vendor does not apply to:

- (a) any express warranty unauthorized by you;
- (b) bodily injury or property damage arising out of

any physical or chemical change in the form of the product made intentionally by the vendor. repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.

demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.

Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

products which after distribution or sale by you have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. The insurance does not apply to any person or organization, as Insured, from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

## Commercial General Liability ( Claims-Made Form ) – 17 clauses

## Commercial General Liability ( Occurrence Form ) – 17 clauses

### 2.ADDITIONAL INSURED -VENDORS (CG 20 15)

#### Insuring Agreement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

#### Exclusions

1. the insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations

performed at the vendors' premises in connection with the sale of the product;  
(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

### **3.ASBESTOS EXCLUSION**

#### **Exclusions**

This policy does not apply to any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

We shall have no duty of any kind with respect to any such loss, demand, claim or suit.

This endorsement applies to all coverages under this policy.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

### **4.DEDUCTIBLE CLAUSE**

#### **Insuring Agreement**

1. Our obligation to pay damages on behalf of you applies only to the amount of damages in excess of US\$XXXX per occurrence, which also applies down to any legal defense and costs.

2. The deductible amount is on a "per occurrence" basis under Bodily injury, Property Damage, and Personal and Advertising Injury Liability Coverage Combined, to all damages and expenses (as stipulated in "Supplementary Payment") because of:

- (a) "Bodily injury";
- (b) "Property damage";
- (c) "Personal and Advertising Injury",
- (d) "Bodily injury", "property damages", and "Personal and Advertising Injury" combined; as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

3. The terms of this insurance, including those with respect to:

- (a) Our right and duty to defend any "suits" which is seeking those damages; and
- (b) Your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.

4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

### **5.EFFICACY CLAUSE**

#### **Exclusions**

The Policy does not cover any legal liability arising out of or in any way connected with the failure of any Product to fulfil a particular purpose or intended function or meet a particular level of performance, where you have expressly or impliedly warranted or represented that the Product will fulfil such purpose or function (including purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding Bodily Injury or Property Damage) or meet such level of performance.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

### **6. ELECTRICAL/ELECTROMAGNETIC FIELD/RADIO FREQUENCY RADIATION (EFL/EMF/RFR) EXCLUSION**

**Exclusions**

This insurance does not apply to, and we shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of, or in any way related to Radio Frequency Radiation (RFR), extremely low frequency electrical fields (EFL) and/or extremely low frequency electromagnetic fields (EMF).

Extremely low frequency electrical fields (EFL) and/or extremely low frequency electromagnetic fields (EMF), means the 50/60 Hertz power mains frequency electric and magnetic fields or invisible lines of force that occur wherever electricity is present.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, weaken, control or take any other remedial action with respect to EMF'S, EFL's or RFR's.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not otherwise preclude or exclude coverage for EFL/EMF/RFR related injury, damage, expense, cost, loss, liability or legal obligation.

In all other respects this policy remains unaltered.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

**7.FOOD &/OR DRINK POISONING CLAUSE****Insuring Agreement**

This Policy is extended to cover your legal liability for poisoning of any kind arising from food &/or drink sold or supplied or to the presence of deleterious matter in such food &/or drink supplied by you to any person (including a person in your service or acting on behalf of you or any employee of you).

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

**8.LEAD EXCLUSION CLAUSE****Exclusions**

This policy does not apply to damages claimed for any loss, demand claim or suit arising out of or related in any way to the toxic properties of lead or lead containing products materials or substances. This shall apply to all forms of lead including but not limited to solid, liquid vapor and fumes.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

**9.MILLENNIUM ENDORSEMENT****Exclusions**

This insurance does not apply to "bodily injury", "property damage" or "advertising injury" arising directly or indirectly out of :

A. Any actual or alleged failure, malfunction or inadequacy of :

(1) Any of the following, whether belonging to any insured or to others

(a) Computer hardware, including micro-processors ;

(b) Computer application software ;

(c) Computer operating systems and related software ;

(d) Computer networks ;

(e) Microprocessors (computer chips) not part of any computer system ; or

(f) Any other computerized or electronic equipment or components ; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.(1) of this endorsement

Due to the inability or failure to process, including, but not limited to, calculating, comparing, recording, retrieving, sequencing, reading, storing, manipulating, writing to media, determining, distinguishing, converting, transferring or executing "Date/Time Material".

"Date/Time Material", as used herein, means dates, times or data or information that in any manner includes, depends upon, is contingent upon, is derived from, or incorporates any

date or time, irrespective of the manner or medium of storage or recordation.

B. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A. of this endorsement.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

### **10.MINIMUM EARNED PREMIUM CLAUSE**

#### **Insuring Agreement**

In the event of cancellation of this policy by you, a minimum premium of 25% shall become earned; any cancellation of the policy to the contrary notwithstanding. Failure of you to make timely payments of premium shall be considered a request by you for us to cancel. In the event of such cancellation by us for non-payment of premium, the minimum premium shall be due and payable; however, such non-payment cancellation shall be rescinded if you remit the full premium due within 10 days of receiving notice of cancellation. In the event of any other cancellation by us the earned premium shall be computed pro rata, not subject to the minimum premium.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

### **11.MOLD AND FUNGI EXCLUSION**

#### **Exclusions**

It is agreed that this insurance shall not apply to:

- a. Any sums which any Insured becomes legally obligated to pay as damages because of Bodily Injury, Property Damage, Personal and Advertising Injury or Medical Payments directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any material containing them at any time.
- b. Any loss, cost or expense:
  - i. Any Insured or any other person or organization may incur in testing for, monitoring, removing, treating or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them, whether as a result of a request, demand, statutory or regulatory requirement or otherwise; or
  - ii. Any Insured or any other person or organization may incur in connection with any claim or "suit" on behalf of any government authority or any person or organization relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them.
- c. We will have no duty or obligation to defend any Insured with respect to any claim or "suit" seeking any such damages.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

### **12.POLICY TERRITORY ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is hereby declared and agreed that, the policy territory of this policy shall be amended to read as follow:

**[Insert terms and conditions of this endorsement]**

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

### **13.PROFESSIONAL LIABILITY EXCLUSION**

#### **Exclusions**

This policy excludes any liability arising out of the rendering of professional advice or services for a fee or any error or omission connected therewith. For the purposes of this exclusion Professional Services means the performance of work by any Insured for any service or advice provided for a fee or remuneration; including but not limited to designing, consulting, predesign, specification, technical information, feasibility studies, surveying, project management, supervision of construction under the direct instruction of an architect or

engineer, misstatements, misleading statements, defamation, breach of any intellectual property right (such as copyright, trademark, patent), breach of contract, breach of confidentiality or similar activities.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

#### **14.PUNITIVE DAMAGES EXCLUSIONS**

##### **Exclusions**

It is agreed that this insurance shall not apply to punitive or exemplary damages, fines or statutory penalties, sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award, or the return or restitution of legal fees, costs and expenses. Claims for or awards against any insured for punitive or exemplary damages, fines or statutory penalties, sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award are not covered by this insurance regardless of whether they are demanded or awarded based upon the conduct of an insured or upon the conduct of others for whose conduct you may be deemed to be vicariously liable.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

#### **15.SPECIFIED VENDORS CLAUSE**

##### **Insuring Agreement**

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this policy that this insurance does not apply to, and we shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of, or in any way related to products not sold by specified vendors covered in this policy.

And, the burden of proving that products in question were sold by specified vendors covered in this policy rests with you, at your own expense. Unless such proof is accepted by us, we may, but are not obligated to, defend any claim.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings."

All other terms, conditions and exceptions remain unchanged.

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

#### **16.SILICA EXCLUSION**

##### **Exclusions**

A. This insurance does not apply to:

Silica

1. "Bodily Injury" and "Property Damage" related to the actual, alleged, or threatened presence of or exposure to "silica" in any form, or the harmful substances emanating from "silica". This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to "silica". Such injury from or exposure to "silica" also includes, but is not limited to:

- a. The existence, storage, handling or transportation of "silica";
- b. The removal, abatement or containment of "silica" from any structures, materials, goods, products, or manufacturing process;
- c. The disposal of "silica";
- d. Any structures, manufacturing processes, or products containing "silica";
- e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;
- f. Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains "silica"; or
- g. Any supervision, instructions, recommendations, warranties (express or implied),

warnings or advice given or which should have been given.

2. Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of any:

a. Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "silica"; or

b. Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "silica" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of "silica" by any insured or by any other person or entity; or

c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "silica".

**Commercial General Liability ( Claims-Made Form ) – 17 clauses**

**Commercial General Liability ( Occurrence Form ) – 17 clauses**

**17.USA/CANADA DOMICILED OPERATIONS EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any of your USA/Canada domiciled operations.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

**Commercial General Liability ( Claims-Made Form ) – 18 clauses**

**Commercial General Liability ( Occurrence Form ) – 18 clauses**

**18.COVERAGE TERRITORY ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is hereby declared and agreed that, the coverage territory of this policy shall be amended to read as follow:

[Insert country]

**Claims Series Clause**

All claims made during the validity of the insurance and arising from one and the same cause, i.e. from the same fault in design, manufacturer, instructions for use or labeling or attributable to the supply of the same products or products showing the same defect or the same action or failure to act shall be (1) added together and encompassed by one "occurrence" irrespective of the period over they occurred (2) deemed to be a single claim and to have been first made at the earliest date of any such claim.

**COMMERCIAL GENERAL LIABILITY  
LIMITS OF INSURANCE ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that, with effect from inception, item 2. of SECTION III – LIMITS OF INSURANCE under this policy is amended to read as follows:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, **include** damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

All other terms and conditions remain unchanged.

**COMMERCIAL GENERAL LIABILITY**

### **OTHER INSURANCE REVISION CLAUSE (A)**

It is declared and agreed that this insurance will excess over any compulsory or valid or collectible insurance which has had voluntarily or mandatory retained by the Insured.

However, this insurance will not excess over any compulsory or valid or collectible insurance which has had voluntarily or mandatory retained by the following Insured: [insert the full company name of the Insured].

Subject otherwise to the terms, conditions and exceptions of the policy.

### **COMMERCIAL GENERAL LIABILITY DEDUCTIBLE CLAUSE**

**[If applicable, insert This endorsement modifies insurance provided under the following:**

**[IF applicable, insert coverage ex. COMMERCIAL GENERAL LIABILITY COVERAGE PART]**

**[Insert Schedule, if applicable]**

**Insert the terms and condition of the deductible/deductible amount/basis of deductible per claim (or each and every claim) or per occurrence.**

1. [Insert Our or The Company's obligation] to pay [insert damages or Compensation] on behalf of [insert you or the Insured] applies only to the amount of [insert damages or Compensation] in excess of any [insert deductible or Deductible] amounts stated in the [insert Schedule above or Declarations or Schedule or the equivalent], which also applies down to any legal defense and costs.
2. The [insert deductible or Deductible] amount is on a [insert per "occurrence" basis or per claim (or each and every claim) basis] under [insert "bodily injury" or Bodily Injury, "property damage" or Property Damage, and "personal and advertising injury" or Personal Injury and Advertising Injury] combined, to all [insert damages or Compensation] and expenses (as stipulated in SUPPLEMENTARY PAYMENTS – COVERAGES A and B or 1.4 Supplementary Payments or the equivalent]) because of:
  - (a) [Insert "Bodily injury" or Bodily Injury];
  - (b) [Insert "Property damage" or Property Damage] or
  - (c) [Insert "Personal and advertising Injury" or Personal Injury and Advertising Injury] or
  - (d) [Insert "Bodily injury" or Bodily Injury, "property damage" or Property Damage and "personal and advertising injury" or Personal Injury and Advertising Injury] combinedas the result of any one [insert "occurrence" or Occurrence], regardless of the number of persons or organizations who sustain damages because of that [insert "occurrence" or Occurrence].
3. The terms of this [insert insurance or Policy], including those with respect to:
  - (a) [Insert Our or The Company's right and duty to defend any "suits" which is seeking [insert those damages or Compensation]; and
  - (b) [Insert Your or The Insured's or the equivalent] duties in the event of an [insert "occurrence" or Occurrence], claim, or [insert "suit" or Suit] apply irrespective of the application of the [insert deductible or Deductible] amount.
4. [Insert We or The Company] may pay any part or all of the [insert deductible or

Deductible] amount to effect settlement of any claim or [insert "suit" or Suit] and, upon notification of the action taken, [insert you or the Insured] shall promptly reimburse [insert us or the Company] for such part of the [insert deductible or Deductible] amount as has been paid by [insert us or the Company].

## **COMMERCIAL GENERAL LIABILITY SUPPLEMENTARY PAYMENTS – COVERAGES A AND B ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The Supplementary Payments – Coverages A and B is replaced by the following:

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" but will reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary



litigation expenses as Supplementary Payments ends when:

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

All the other terms and conditions remain unchanged.

#### **TIE-IN LIMIT CLAUSE(B)**

By way of endorsement to the Policy, **[Insert the Company or we]** and **[Insert the Insured or you]** agree as follows (subject otherwise to all other Terms, Conditions, Limits of Liability and Exclusions of the Policy and any **[Insert Schedule[s] or Declarations]** and/or endorsement[s] attached thereto):

The combined total aggregate limit of liability that **[Insert the Company or we]** shall pay on behalf of the Insured for all sums which the Insured shall be legally liable to pay as **[insert Compensation or damages]** as described under all insurance coverages under this Policy (insert policy numbers) and the other policy(ies) (insert policy numbers) shall be US\$ (insert amount) for any one Occurrence and US\$ (insert amount) for all Occurrences in the aggregate while the specific limit and/or sub-limit for any one Occurrence and for all Occurrences in the aggregate shall remain as described in the Policies, **[Insert Schedules or Declarations]** and/or Endorsements attached thereto respectively.

This endorsement shall not be construed to increase the Limits of Liability (Insurance) stated in the **[Insert Schedules or Declarations]** of any of the above-mentioned policies.

All the other Terms, Conditions and Exclusions of this Policy remain unchanged.

#### **Additional Insured(s) Endorsement**

It is agreed that the Commercial General Liability Coverage Form Policy is amended as follows:

1. The organization(s) listed by name as an Additional Insured(s) in the Schedule below shall be an "insured(s)" under Section II, WHO IS AN INSURED, subsection 2, but solely with respect to its liability arising out of an "occurrence":
  - (a) caused solely by you, or an "insured", other than such Additional Insured, acting on your behalf, and
  - (b) within the scope of your duties to such Additional Insured.
2. This coverage shall not apply to any liability arising out of the sole negligence of such Additional Insured. Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to such Additional Insured.

#### **Schedule**

Additional Insured: [Insert company name]

Address: [Insert address]

All other terms and conditions of this policy remain unchanged.

#### **POLLUTION EXCLUSION – ABSOLUTE**

It is agreed that any exclusion in the policy relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants is replaced by the following :

To bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

This insurance also does not apply to any cost or expense arising out of any governmental demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or pollutants.

The company shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for such damages, or any other relief.

#### **Ardentec Corp. - Endorsement A**

It is hereby declared and agreed that, this policy extends to cover the employees of Texas Instruments, Texas Instruments Taiwan Limited, and San Disk Limited who would be treated as third party, provided that the property damage and bodily injury is not caused by Texas Instruments, Texas Instruments Taiwan Limited, and San Disk Limited respectively.

All other terms and conditions remain unchanged.

### **Car Park Endorsement**

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of you in respect of loss of or damage to vehicles under the control of you or your parking attendants whilst in the car park of you.

Provided always that:

- (i) we shall not be liable for any such loss or damage in so far as such loss or damage is covered by any other insurance.
- (ii) the liability of us under this Clause in respect of any such loss or damage and under the Policy in respect of any bodily injury or damage to property shall not in any case exceed the **[insert policy limit]**.

### **CONTRACTUAL LIABILITY LIMITATION**

The definition of "insured contract" in SECTION V – DEFINITIONS is replaced by the following: "Insured contract" means

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract;"
- b. A side track agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

### **CROSS LIABILITY CLAUSE**

It is agreed that where you consists of more than one party the insurance shall apply to each party as if a separate policy had been issued to each other; provided always that the aggregate liability of us shall not be increased beyond the limits to which the insurance is subject.

### **Difference In Conditions Clause**

Where a claim is made under a local admitted policy provided by the following countries: **[insert countries]** through us (or any other Insurance Company authorised by us) and is rejected as not being within its policy terms and conditions then this Master Policy will operate to provide an indemnity but only to the extent that we would have accepted the claim had it been made under this Policy provided however that we shall not be liable to pay any deductible that would have applied under such local admitted policy.

It is warranted that the local admitted policies referred to (or any policies issued in substitution and agreed by us) shall be maintained in full and that any warranties contained therein shall be complied with.

All other policy terms and conditions remain unchanged.

### **Difference In Limits Clause**

In the event that a claim is payable under a local admitted policy provided by the following countries: **[insert countries]** through us (or any other Insurance Company authorised by us) this Master Policy will pay the difference between the limit of liability payable under such local admitted policy and the corresponding limit of liability stated in the Schedule under Master Limits of Liability.

It is hereby understood and agreed that:-

1. The terms, definitions, exclusions and conditions contained in or endorsed onto this Master Policy shall be those used to determine our liability under this Difference in Limits clause for any claim which occurs in a country where our authorised representative (or any other Insurance Company authorised by us) has provided the Insured with a local admitted Policy and such Policy contains terms, definitions, exclusions, conditions, or endorsements which differ from this Master Policy.

2. If the Insured has been provided by our authorised representative (or any other Insurance Company authorised by us) with other valid and collectible insurance against a loss covered by this Policy (1) in order to comply with local statutory requirements or (2) for local coverage underlying this Policy, in any of the countries to which this Policy applies, the insurance under this Master Policy shall be excess insurance over, and in no event contributing to, such other insurance and the Limits of Liability under this Policy shall be reduced by an amount equal to the Limits of Liability afforded under such other (1) statutory or (2) underlying insurance policy.

Provided always that the total liability of us under this Policy and any such local admitted policy or policies in respect of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall not exceed the Limit of Liability stated in the Schedule and if by virtue of the existence of any such local admitted policy or policies we shall become liable to pay an amount in excess of such Limit you shall immediately on demand pay such excess amount to us.

All other policy terms and conditions remain unchanged.

### **Drop Down Clause**

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall

1. in the event of reduction pay the excess of the reduced underlying limit.
2. in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Insured shall not operate to increase limit of liability beyond those set forth in the Policy.

### **Elevators/Escalators/Crane/Forklift Liability**

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that the within policy will subject to its terms, limitation and conditions extended to cover your legal liability arising out of any claim made in respect of elevators, escalators, crane and forklift warranted that regular inspection and maintenance of the insured elevators, escalators, crane and forklift shall be carried out by authorized contractors.

### **Excess Automobile Liability Endorsement**

[If any, insert Sub-Limit: [insert amount] any one Occurrence / Aggregate Liability]

In consideration of the premium charged, it is hereby agreed and understood that, with effect from [insert date], the coverages provided by this Policy shall be in excess of the terms and conditions of the policies carried by the Insured with the following:

Underlying or Primary Auto Liability Insurance

**[Insert underlying policies and their related conditions, such as limit, territory, jurisdiction, vehicle type (owned/non-owned/hired), number of vehicle covered..etc., if any]**

In the event of failure by the **Insured** to maintain the aforementioned insurance in force, the insurance provided by this Policy shall apply in the same manner it would have applied had such insurance been so maintained.

All other terms and conditions remain unchanged.

### **FIRE BRIGADE & WATER DAMAGE CLAUSE**

This policy is extended to cover claims made in respect of damage to the Property of third parties arising out of the use of water or chemical by the Fire Services Department to extinguish a fire in your described premises.

### **FIRE LEGAL LIABILITY ENDORSEMENT**

It is hereby declared and agreed that such insurance as is afforded by the Policy for Property Damage Liability applies with respect to injury to or destruction of, including loss of use of, real property rented to or occupied by the Insured at the locations designated in this endorsement, if such injury or destruction is caused by accident and arises out of fire, subject to the following provisions:

1. This insurance does not apply to liability assumed by the Insured under any contract or

agreement.

2. The limit of liability stated herein applies [insert: separately, if applicable] to the insurance under this endorsement.

<u>Location</u>	<u>Limit of Liability</u>	<u>Premium</u>
[insert Location]	[insert Sub-Limit amount]	[insert amount]

All other terms and conditions remain unchanged.

### **Independent Contractors Liability Clause**

It is agreed that this policy extends to indemnify all sums which you shall become legally liable to pay as damages for bodily injury or damage to property arising out of or caused by or in connection with the alteration of and/or addition to any premises owned occupied or managed by you.

It is further agreed that this extension shall not liable for any claim recoverable from any valid Third Party Liability Insurance or the third party liability section of any Contractor's All Risks Insurance held by you.

The contract value under this extension shall not exceed [insert amount] each contract.

### **Pure Financial Loss Exclusion**

This Policy does not cover the liability of financial loss sustained by a customer or user of any your Products if such financial loss is a direct result of the defective or harmful conditions of such your Products or their failure to perform a function for which they were supplied by you. All other terms and conditions remain unchanged.

### **TENANT'S LIABILITY CLAUSE**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this policy extends to indemnify [insert you or the Insured] against legal liabilities arising out of tenancy of the premises leased or rented to [insert you or the Insured], provided that the limit of liability shall apply [insert sub-limit amount].

All other terms and conditions remain unchanged.

### **Additional Insured – Designated Person or Organization**

This endorsement modified insurance provided under the following:

#### **Schedule**

Designated Name of Person or Organization: [insert designated Person or Organization]

[Insert We or the Company] will only indemnify [insert designated Person or Organization] against claims which are made against [insert designated Person or Organization] for [insert "bodily injury" or Bodily Injury] or [insert "property damage" or Property Damage] caused by or arising out of the Insured's liability in the course of the Insured's service or business as described in the schedule of this policy. The above indemnity shall include the costs and expenses incurred with [insert our or the Company's] prior consent in defending.

### **AIRCRAFT APPLICATIONS EXCLUSION**

It is hereby agreed and understood that such insurance as is afforded by this Policy shall not apply to any loss, demand, claim or "suit" arising from "your product" which is manufactured, designed or intended for use in any aircraft, spacecraft, or aerial devices and which controls, monitors or in any way affects the flying capabilities of any aircraft, spacecraft, or aerial devices.

### **Aircraft Grounding Exclusion – Applies to Specific Product**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement solely applies to "[Insert product name]" products or parts or components ("Specific Product").

This insurance does not apply to "bodily injury" or "property damage" arising out of the GROUNDING of any aircraft.

For the purpose of this endorsement, aircraft includes spacecraft, aerial devices, and missiles.

GROUNDING means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft, or any part thereof, sold, manufactured, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the Insured or with tools, machinery, or other equipment furnished to such persons or organizations by the Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A GROUNDING will be deemed to commence on the date of an Occurrence which discloses such defect, fault, or condition or on the date an aircraft is first withdrawn from service on account of such defect, default or condition, whichever occurs first. All the other terms and conditions remain unchanged.

#### **Failure to Supply**

This policy does not apply to liability arising directly or indirectly out of, caused by or in connection with:

1. failure, surge, variation or contamination of supply;
2. breach of any contractual agreement or maintenance obligation.

#### **Nominated Loss Adjusters Clause**

It is hereby agreed and declared that in the event of any survey or/and any loss assessment to be carried out under the Policy, the amount of such loss shall be assessed by **[insert loss adjuster's company name]** subject to the terms and conditions of the Policy. However, the Insurer(s) shall be notified of the loss by the Insured prior to the appointment of the loss adjuster.

#### **REPETITIVE STRAIN INJURY EXCLUSION ENDORSEMENT**

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

This endorsement also excludes death, injury, illness, 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 repetitive strain injury.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

#### **Sudden & Accidental Pollution**

This endorsement modifies insurance provided under the following.

It is agreed that exclusion f is replaced by the following:

- (1) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants, provided always that this Exclusion shall not apply to liability which is directly caused by a sudden, accidental, instantaneous, unintended, identifiable and unexpected happening which takes place in its entirety at a specific time and place;
- (2) Any expenses for the prevention of the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants;
- (3) Testing, monitoring, clean up, removal, containment, treatment, detoxifying or neutralising of Pollutants or their effect; or
- (4) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.

#### **WAIVER OF SUBROGATION CLAUSE**

In consideration of the premium charged, it is agreed that in case of loss recoverable under this Policy, we shall waive our right of recovery, through subrogation or otherwise, against **[insert vendors]** and to the extent required by any agreement or by law, as their respective interests may appear.

#### **CELLULAR PHONE RADIATION EXCLUSION**

In respect of cellular phone products or parts or components thereof, the Policy does not cover any legal liability arising out of or in any way connected with the following:

- (1) electromagnetic radiation and/or any electromagnetic field; or
- (2) the costs of abatement or mitigation of or exposure to such electromagnetic radiation and/or electromagnetic field referred to in (1) above.

This policy variation also applies to:

- (a) Any legal obligation of the Insured to pay damages in connection with supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- (b) Any legal obligation of the Insured to share damages with or repay someone else who must pay damages because of such Bodily Injury, Personal Injury, Advertising Injury or Property Damage.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

### **CONTRACTUAL LIABILITY LIMITATION(CLAIMS-MADE FORM)**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The definition of "insured contract" in SECTION VI – DEFINITIONS is replaced by the following:

"Insured contract" means

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract;"
- b. A side track agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

### **STRANGULATION EXCLUSION ENDORSEMENT**

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

This endorsement also excludes death, injury, illness, 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 strangulation.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

### **MINIMUM & DEPOSIT PREMIUM CLAUSE**

Notwithstanding anything in the policy contained to the contrary, it is hereby declared and agreed that the premium charged under this policy is a deposit and minimum premium subject to adjustment at expiry based on the Insured's actual sales revenue during the policy period, and the Insured shall supply the Company such record at the expiry of the policy period.

At each renewal, continuation, or anniversary of the effective date of this policy, the Company will calculate the premium for the completed policy period in accordance with the premium rate quoted at the inception date of the policy period. If the premium exceeds the deposit premium paid, the Company will send notice to the first Named Insured, or its authorized insurance representative, advising of the adjustment premium to be paid to the Company and the date by which payment is required.

If this policy is terminated or cancelled by the Insured, the minimum premium appearing in the declarations/schedules is deemed to be fully earned and is due and payable to the Company. No premiums shall be refunded to the Insured, unless the Company terminates or cancels the policy

for reasons other than non-payment of premium. In the event the Company terminates or cancels the policy for reasons other than non-payment of premium, the premium shall be refunded based on a customary pro-rata method.

All the other terms and conditions remain unchanged.

### **Premises Pollution Liability(Claims Made Basis)**

#### **Insuring Agreement**

In consideration of the Insured paying the Premium to INSURANCE COMPANY OF NORTH AMERICA TAIPEI BRANCH (hereinafter called "the Company") and having made a Proposal which shall be the basis of this contract and is deemed to be incorporated herein.

THIS POLICY APPLIES ONLY IN RESPECT OF THOSE SECTIONS STATED IN THE SCHEDULE AS BEING INSURED

#### Section 1. Own Primary Remediation Costs

The Company will pay on behalf of the Insured subject to the Limit of Liability the Primary Remediation Costs which arise out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule provided that such Pollution Condition is first discovered by the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

#### Section 2. Imposed Remediation Costs

The Company will pay on behalf of the Insured subject to the Limit of Liability the Remediation Costs which arise out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule where such Remediation Costs result from Regulatory Action or the requirement of a third party first imposed during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

#### Section 3. Legal Liability

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of accidental

- A. Bodily Injury
- B. Property Damage
- C. Trespass Nuisance or Obstruction

arising out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also pay Costs and Expenses in respect of any claim to which this Section applies.

#### Section 4. Transportation Liability

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of accidental

- A. Bodily Injury
- B. Property Damage
- C. Trespass Nuisance or Obstruction

arising from any Pollution Condition which is caused by products or waste of the Insured during Transportation provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also

- a) pay Costs and Expenses in respect of any claim to which this Section applies

b) pay on behalf of the Insured the Remediation Costs which arise out of such Pollution Condition.

#### Section 5. Business Interruption

The Company will subject to the Limit Liability pay for Business Interruption Loss incurred by the Insured during the Period of Interruption resulting directly from a Pollution Condition provided that the Business Interruption Loss is notified to the Company during the Period of Insurance or during any applicable Extended Reporting Period.

#### Exclusions

This Policy does not apply to liability, Costs and Expenses, Remediation Costs or Business Interruption Loss

1. Radioactive Contamination
2. Contractual Liability
3. Employees
4. Custody or Control
5. Fines, Liquidated Damages & Penalties
6. Aircraft, Watercraft, Vehicles
7. War
8. Asbestos and Lead
9. Naturally Occurring Materials
10. Known Conditions
11. Internal Expenses
12. Underground Storage Tanks
13. Excess
14. Intentional Non-compliance
15. Terrorism
16. Retroactive Date
17. Deductible Period

### Chubb EXCESS LIABILITY INSURANCE

#### Coverage

Subject to the terms, exclusions, definitions, conditions and limitations of this Policy the Company will indemnify the Insured in accordance with the applicable terms, exclusions, conditions and endorsements of the Underlying Insurance.

The indemnity provided by the Company under this Policy will only apply in excess of the Underlying Insurance and the Company will only be liable to indemnify the Insured after the limit(s) of the Underlying Insurance have been exhausted.

#### Exclusion

This Policy does not cover any legal liability arising out of or in any way connected with the following:

- 4.1** war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
- 4.2** ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.
- 4.3** asbestos or materials containing asbestos.
- 4.4** any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- 4.5** fines, penalties, punitive, exemplary, liquidated or aggravated damages.
- 4.6** any indemnity, liability, injury, loss or damage which is the subject of a sub-limit



under any Underlying Policy.

### Premium Installment Clause

1. Notwithstanding that policy is issued as a contract for a period of twelve months, it is hereby understood and agreed that the premium shall be payable in the following installments:

[Insert terms and conditions of this endorsement]

(Example)

(4 Installments)

1st Installment due and payable on [insert date]: [insert percentage]

2nd Installment due and payable on [insert date]: [insert percentage]

3rd Installment due and payable on [insert date]: [insert percentage]

4th Installment due and payable on [insert date] : [insert percentage]

Nevertheless it is further understood and agreed that : In the event of any installment not being paid until its above due date, the Company shall not be liable for any loss as occurred during the period from such due date to the date when such due installment is paid.

2. In the event of a claim arising hereunder which exceeds the installment premiums paid on this Policy the installments of premium then outstanding shall become due and payable forthwith.

### Chubb EXCESS LIABILITY INSURANCE SELF INSURED RETENTION CLAUSE (A)

Self Insured Retention means the amount stated in (a) below, which is payable by the Insured.

(a) **[insert amount]** each and every Occurrence in respect of **[insert coverage(s) or Products or both]** under this policy.

The liability of the Company to indemnify the Insured under this policy is over and above the Self Insured Retention and is subject to the following conditions:

1. The Company shall have no obligation to make any payment in respect of an Occurrence within the Self Insured Retention. The Insured shall be solely responsible for any payment in respect of an Occurrence within the Self Insured Retention.
2. The Self Insured Retention is inclusive of the Supplementary Payments (including legal costs and expenses) relating to an Occurrence.
3. The amount of each claim shall include the following (paid or otherwise):
  - (i) compensation or damages payable under the policy; and
  - (ii) all amounts under the Supplementary Payments (including legal costs and expenses).
4. The Insured will provide the Company with a complete list of all claims reported which do not exceed the Self Insured Retention on quarterly basis.
5. The Insured will notify the Company immediately in the event a claim may exceed **[insert xx%]** of the Self Insured Retention.
6. In the event that, in the reasonable opinion of the Company, a claim to which this policy may apply is likely to exceed the Self Insured Retention, the Company shall have the right, but not the duty, to associate in the investigation, defence or settlement of such claim.

### Policy Territory Endorsement

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is hereby declared and agreed that, the policy territory of this Policy shall be extended to include Worldwide (However, under no circumstances shall any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America is being covered under this policy).

### E-1

It is agreed that should any of the total limit(s) of liability of the Underlying Insurance are reduced or exhausted because the insurer of the Underlying Insurance indemnifies injury, loss or damage that results from any occurrence not covered by this Policy, the Company will continue to apply this Policy only to injury, loss or damage that:

1. is covered by this Policy; and
2. exceeds the limit(s) of liability of the Underlying Insurance (US\$ [insert amount])

All other terms and conditions remain unchanged.

### Defence Costs and Expenses – with caps of limits

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is hereby declared and agreed that, the provision of 1.3 Defence Costs and Expenses of this policy shall be amended to read as follow:

### 1.3 Defence Costs and Expenses

The Company will pay:

- 1.3.1 all reasonable legal costs and expenses incurred by the Insured with the written agreement of the Company, and
  - 1.3.2 all defence costs incurred by the Company.
- These defence costs and expenses are payable subject to the following:
- 1.3.3 The Company is not obliged to pay any defence costs or expenses or to defend any suit after the Company's liability under this Policy to indemnify the Insured has been exhausted.
  - 1.3.4 If a payment exceeding the Company's liability under this Policy to indemnify the Insured has to be made to dispose of a claim, the liability of the Company for defence costs and expenses is limited to the proportion that the Company's liability to indemnify the Insured under this policy bears to that payment.
  - 1.3.5 The Company will not be liable for defence costs and expenses which are covered by any Underlying Insurance.
  - 1.3.6 The liability of the Company for defence costs and expenses is limited to the proportion that the Company's liability to indemnify the Insured under this Policy bears to the total amount payable.

However, these payments will be in addition to the limits of liability up to [insert amount] each occurrence & [insert amount] annual aggregate.

### **Chubb Errors & Omissions Endorsement (Claims-Made Form)**

By way of endorsement to this policy, it is hereby agreed the policy extends to provide coverage as follows (subject otherwise to all other terms, conditions, limit of insurance and exclusions of this policy):

#### **1. Errors and Omissions Insuring Agreement**

We shall indemnify the insured against all sums which the insured shall become legally liable to pay as **Damages** in respect of financial loss solely and directly attributable to any negligent act, negligent error or omission committed or alleged to have been committed by or on behalf of the insured in connection with "your product" specified in [insert Item number] of the Declarations under this policy and provided that:

- (a) such act, error or omission occurs:
  - (i) after the **Retroactive Date** specified in Item 6.2 of the **Schedule** forming part of this Endorsement; and
  - (ii) within the "coverage territory"; and
  - (iii) in connection with Business Description as specified in [insert Item number] of the Declarations under this policy; and
- (b) the **Claim** is first made against the insured and notified to us after the **Effective Date** of this Endorsement and prior to the expiry of the policy period.

#### **3. Exclusions**

The Errors and Omissions Insuring Agreement does not cover any liability directly or indirectly caused by, arising out of or in any way connected with:

- 3.1. any **Claim** made or threatened or in any way intimated against the insured prior to the commencement of the **Effective Date** of this Endorsement.
- 3.2. any matter notified in whole or in part to us or any other insurer before the **Effective Date** of this Endorsement.
- 3.3. any **Claim** arising from circumstances existing prior to the **Effective Date** of this Endorsement and which the insured knew or ought reasonably to have

- known were likely to give rise to a **Claim** against the insured.
- 3.4. any alleged or actual breach of a duty owed in the capacity of a director, secretary or officer of a body corporate.
  - 3.5. the issuance by an insured of any prospectus or any other form of public offering.
  - 3.6. the insolvency, bankruptcy or liquidation of an insured.
  - 3.7. any failure or omission to effect or maintain insurance.
  - 3.8. “bodily Injury”, “property damage” or “personal and advertising injury” which is covered by the policy to which this Endorsement applies.
  - 3.9. any liability assumed under a contract or agreement unless such liability would otherwise exist at law in the absence of the contract or agreement.
  - 3.10. any **Claim** brought or maintained by or on behalf of:
    - (a) any insured or parent company of any insured; or
    - (b) any entity within the same group of companies as the insured.
  - 3.11. the rendering of or failure to render professional advice or service given for a fee.
  - 3.12. any **Claim** arising from delay in the performance of services, including any delay in delivery or failure to deliver “your product” or “your work”.
  - 3.13. any **Claim** arising from infringement of a patent, copyright, trademark, service mark, trade dress, trade name, trade secret or other intellectual property rights.
  - 3.14. any **Claim** for adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of “your product”, “your work or “impaired property”.

### Additional Insured - Managers or Lessors of Premises (A)

#### SCHEDULE

1. Designation of Premises (Part Leased to [Insert the Named Insured or you]):
  2. Name of Person(s) or Organization (s) (Additional Insured):
- A. [Insert The Definition of 2.1 Insured or **SECTION II –WHO IS AN INSURED**] is amended to include as an additional insured the person(s) or organization(s) shown in the [insert Schedule forming part of this Endorsement or Schedule] but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to [Insert the Named Insured or you] and shown in the [insert Schedule forming part of this Endorsement or Schedule] and subject to the following additional exclusions:
- This insurance does not apply to:
1. Any [insert Occurrence or “occurrence”] which takes place after [insert the Named Insured or you] [insert ceases or cease] to be a tenant in that premises.
  2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the [insert Schedule forming part of this Endorsement or Schedule].
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which [Insert the Named Insured or you] [Insert is or are] required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to [insert the Coverage of 1.3 Limits of Liability or **SECTION III – Limits Of Insurance**]:
- If coverage provided to the additional insured is required by a contract or agreement, the most [insert the Company or we] will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable [insert Limits of Liability or limit of insurance] shown in the [insert Policy’s Schedule or Declarations];
- whichever is less.
- This endorsement shall not increase the applicable [insert Limits of Liability or limit of insurance]

shown in the [insert Policy's Schedule or Declarations].

### **ADDITIONAL INSURED -- LESSOR OF LEASED EQUIPMENT (A)**

#### **SCHEDULE**

##### **Name of Additional Insured Person (s) Or Organization(s):**

A. [Insert The Definition of 2.1 Insured or **SECTION II –WHO IS AN INSURED**] is amended to include as an additional insured the person(s) or organization(s) shown in the [insert Schedule forming part of this Endorsement or Schedule], but only with respect to liability for [insert Bodily Injury, Property Damage or Personal and Advertising Injury or “bodily injury, “property damage” or “personal and advertising injury”] caused, in whole or in part, by [insert the Named Insured's or your] maintenance, operation or use of equipment leased to [Insert the Named Insured or you] by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which [Insert the Named Insured or you] [Insert is or are] required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any [insert Occurrence or “occurrence”] which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to [insert the Coverage of 1.3 Limits of Liability or **SECTION III – Limits Of Insurance**]:

If coverage provided to the additional insured is required by a contract or agreement, the most [insert the Company or we] will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable [insert Limits of Liability or limit of insurance] shown in the [insert Policy's Schedule or Declarations];

whichever is less.

This endorsement shall not increase the applicable [insert Limits of Liability or limit of insurance] shown in the [insert Policy's Schedule or Declarations].

### **Additional Insured – Designated Person or Organization (A)**

This endorsement modified insurance provided under the following:

#### **Schedule**

Designated Name of Person(s) or Organization(s): [insert designated Person(s) or Organization (s)] [Insert The Definition of 2.1 Insured or **SECTION II –WHO IS AN INSURED**] is amended to include as an additional insured the person(s) or organization(s) shown in the [insert Schedule forming part of this Endorsement or Schedule], but only with respect to liability for "bodily injury", "personal injury" or "property damage" covered under this Policy, while they are acting at the direction of you, and within the scope of their duties as your consultant for design or development of "your product" or both.

The following additional exclusions are applied to this endorsement:

1. This Policy does not apply to any liability arising out of their providing or failing to provide professional medical or healthcare services.
2. If coverage provided to the additional insured is required by a contract or agreement, the most [insert the Company or we] will pay on behalf of the additional insured is the amount of insurance:
  - a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
3. This endorsement shall not increase the applicable [insert Limits of Liability or limit of insurance] shown in the [insert Policy's Schedule or Declarations].

### **CLAIMS MADE ENDORSEMENT – PRODUCTS-COMPLETED OPERATION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. This insurance does not apply to any liability arising out of “products-completed operation hazard” unless

- (1)The "bodily injury" or "property damage" is arising out of an "occurrence" caused by the “Products” as specified under item [insert item number] of the Declarations of the Policy

that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph B. below, during the policy period or any Extended Reporting Period we provide under Paragraph Extended Reporting Periods described below.

But, the amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and 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. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. under Section 1 – Coverages Coverage A Bodily Injury and Property Damage Liability of this policy.

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

## **Chubb UMBRELLA LIABILITY INSURANCE**

### **INDEMNITY CLAUSE**

Subject to the terms, Exclusions, Definitions, Conditions, and limitations of this Policy the Insurers shall indemnify the Insured for all sums which the Insured shall be legally liable to pay Compensation including the liability assumed under contract or agreement by the Insured in respect of:

- (a) Personal Injury, or
- (b) Property Damage, or
- (c) Advertising Injury,

occurring within the Territorial Limits during the Policy Period as a result of an Occurrence happening in connection with the Business of the Insured.

### **EXCLUSIONS**

This Policy does not apply to:

1.
  - (a) Any liability for Personal Injury in respect of which the Insured is or would be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to Worker's Compensation whether or not such insurance has been effected.
  - (b) Any liability imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.
  - (c) Any liability relating to Employment Practices.
2. Property Damage to:
  - (a) property owned by the Insured; or
  - (b) the Insured's Product or any part of it if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof; or
  - (c) any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the Insured or on the Insured's behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, Provided this Exclusion shall not apply to Personal Injury or Property Damage resulting from such work.
3. Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- (a) a delay in or lack of performance by or on behalf of the Insured in respect of any contract or agreement; or
  - (b) the failure of the Insured's Products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured; but this Exclusion 3 (b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Insured's Products or work performed by or on behalf of the Insured after such products or work have been put to their intended use by any person or organization other than the Insured.
4. Any liability claimed for any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- (a) Insured's Product or work performed by or on behalf of the Insured; or
  - (b) Impaired Property;
- if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Impaired Property means tangible property, other than the Insured's Product or Insured's Work, that cannot be used or is less useful because:

- a. It incorporates Insured's Product or work performed by or on behalf of the Insured that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. The Insured having failed to fulfil the terms of a contract or agreement;

if such property can be restored to use by:

- 1. the repair, replacement, adjustment or removal of the Insured's Product or Insured's Work; or
  - 2. the fulfilling of the terms of the contract or agreement.
5. Any liability arising from product guarantee given by or on behalf of the Insured.
6. Personal Injury, Property Damage or Advertising Injury resulting from:
- (a) failure of performance of contract but this shall not relate to claims for unauthorized appropriation of ideas based upon breach of an implied contract;
  - (b) Any infringement of trade mark, patent, service mark or trade name. However, this Exclusion does not apply to infringement in the Insured's advertisement, copyright, title or slogan;
  - (c) incorrect description of any article or commodity;
  - (d) mistake in advertised price.
7. Any liability arising out of:
- (a) Property Damage or Personal Injury directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants.
  - (b) The cost of removing, nullifying or cleaning up Pollutants.

Provided that the Insurers shall cover liability otherwise excluded under clauses (a) and (b) above which is caused by a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place.

8. Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions:
- (i) The discharge, dispersal, release or escape must be neither expected nor intended by the insured and
  - (ii) The beginning of the discharge, dispersal, release or escape Occurrence must take place during the Policy Period and
  - (iii) The discharge, dispersal, release or escape must be physically evident or scientifically identifiable to the insured or other parties within \_\_\_\_\_ hours of the beginning of the discharge, dispersal, release or escape Occurrence and
  - (iv) The initial Bodily Injury or Property Damage caused by the discharge, dispersal, release or escape must ensue within \_\_\_\_\_ hours of the beginning of the discharge, dispersal, release or escape Occurrence.

- (v) Notwithstanding anything to the contrary in condition (iv), the Insured's duties in the event of Occurrence, claim or lawsuit or any other Policy Conditions, all claims made against the Insured under this coverage must be reported to Insurers as soon as practicable but not later than \_\_\_\_\_ days after termination of this Policy; Provided however that Insurers' duties under this coverage shall not be mitigated if the failure to provide such report did not cause the Insurers to suffer any material prejudice.
9. Property Damage to property in the physical or legal control of the Insured; other than:
    - (a) Vehicles (not belonging to or used by or on behalf of the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst any such vehicle is in a park owned or operated by the Insured; unless the car park is owned or operated by the Insured as part of the Business for reward.  
Payment of a charge by a tenant to the Insured for vehicle parking space is deemed not to be reward for the purposes of this Exclusion 9(a).
    - (b) Premises or part of premises (including contents thereof):
      - (i) leased or rented, or
      - (ii) temporarily occupied; by the Insured.
    - (c) Employees and visitors property.
    - (d) Any property in the physical or legal control of the Insured where the Insured has accepted or assumed legal liability thereof; Provided that the liability of the Insurers in respect of such property shall not exceed the Limits of Liability stated in the Schedule.
  10. Any liability arising out of the ownership, maintenance, operation, loading, unloading or use of Aircraft or Watercraft except:
    - (a) Owned Aircraft or Watercraft, where insurance for such operations is provided by a policy listed in the Schedule of Underlying Policies and then for no broader coverage as provided by such policy;
    - (b) Non-owned Aircraft or Watercraft operation, but only when such craft are hired, leased or chartered to the Insured with a pilot/master and crew supplied. Provided insurance for the operation of such craft is applicable under a policy listed in the Schedule of Underlying Policies and then for no broader coverage as provided by such policy.
  11. Any liability arising out of:
    - (a) the selling, leasing, hiring or manufacturing of Aircraft or aerial device;
    - (b) the manufacture and/or supply of parts and/or products that are used with the Insured's knowledge in such Aircraft or aerial device, unless such product, which does not affect the flying capabilities of aircraft, is accepted by Insurers and endorsed hereon.
  12. Personal Injury arising out of the use of any registered vehicle owned by or in the physical control of the Insured or in respect of which insurance is required by virtue of any legislation relating to motor vehicles. Provided this Exclusion shall not apply in the event of:
    - (a) accidental or erroneous failure to maintain such statutory insurance, or
    - (b) coverage not being collectible by the Insured under any policy listed in the Schedule of Underlying Policies relating to the use of motor vehicles.
 subject to as per Item 8 of the Schedule. However, the above doesn't apply to Item 6. Insured's Self Insured Retention in the Schedule.
  13. Fines, penalties (whether civil, criminal or contractual), punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of, or in excess of compensatory damages.
  14. Any liability of the Insured directly or indirectly occasioned by or through or in consequence directly or indirectly of any of the following Occurrences, namely:
    - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
    - (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
  15. Any liability directly or indirectly caused by or contributed to by or arising from:

- (a) nuclear reactors and nuclear power stations or plant;
  - (b) any other premises or facilities whatsoever related to or concerned with:
    - (i) the production of nuclear energy; or
    - (ii) the production or storage or handling of nuclear fuel or nuclear waste.
16. Any liability in respect of Personal Injury, Property Damage or Advertising Injury resulting from asbestosis and/or related disease directly or indirectly caused by or contributed to the manufacturing, mining, processing, removal, transport, distribution and/or storage of asbestos, asbestos products or use of any product containing asbestos.
  17. Any damage to the Insured's own property (whether or not as a part of the project or adjoining thereto) arising out of the Insured's construction/erection activities.
  18. Any liability arising out of or in connection with manufacturing operations domiciled in the United States of America and/or Canada. However, this Exclusion does not apply to the Insured's products liability arising out of a manufacturing contract.
  19. The rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith, but this Exclusion does not apply to the rendering of or failure to render professional medical advice by Medical Persons employed by the Insured to provide first aid and other medical services on the Insured's premises.
  20. Liability of indemnity regulated under the Labour Standard Law. This exclusion does not apply to liability for damage that the Insured would have in the absence of the Labour Standard Law.
  21. Pure Financial Loss Exclusion  
This Policy does not cover:
    - (a) the liability of financial loss sustained by a customer or user of any Insured's Products if such financial loss is a direct result of the defective or harmful conditions of such Insured's Products or their failure to perform a function for which they were supplied by the Insured.
    - (b) the liability of financial loss sustained by any third party if such financial loss is a direct result of any negligence, errors and/or omissions of the Insured.
  22. Any loss, damage, Compensation or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.  
For the purpose of this Exclusion, terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.  
In any action suit or other proceedings where the insurer alleges that by reason of this Definition a loss, damage, Compensation or expense is not covered by this Policy, the burden of proving that such loss, damage or expense is covered shall be upon the insured.

## Chubb Umbrella Liability Insurance

### Tie-In Limits and Insured's Self Insured Retention Endorsement

By way of endorsement to the Policy, the Insurers and the Insured agree as follows (subject otherwise to all other Terms, Conditions, Limits of Liability and Exclusions of the Policy):

The combined total aggregate limit of liability that the Insurers shall indemnify the Insured for all sums which the Insured shall be legally liable to pay Compensation as described in the "Indemnity Clause" under all insurance covers combined involving both this Policy and also policy number (\*) shall be US\$ per Occurrence and in the aggregate.

The combined total aggregate Insured's Self Insured Retention, shown on Item 6. of the Policy Schedule, under all insurance covers, excluding excess auto cover, combined involving both this Policy and also policy number (\*) shall be US\$ per Occurrence but limited to US\$ in the aggregate (Defence cost and supplementary payments are to be included within).

This endorsement shall not be construed so as to increase the Limits of Liability shown in Item 4 of the Policy Schedule.

All the other Terms, Conditions and Exclusions of this policy remain unchanged.



In consideration of the Insured in the Schedule having paid the Premium shown in the Schedule to the companies named herein (hereinafter referred to as the "Insurers"), the Insurers (including those, with the consent of the Insured, substituting in whole or in part for any of the original Insurers) severally but not jointly agree, each for the proportion set against their name and subject to the terms and Conditions contained herein or Endorsed hereon to indemnify the Insured in the manner hereinafter described.

Insurance Company of North America Taipei Branch (hereinafter referred to as the Leading Insurer) has been authorized by the other insurers (hereinafter referred to as the Co-insurers) to deal with all matters relating to this Policy including settlement of claims, and all decisions made by the Leading Insurer and all agreement reached between the Insured and the Leading Insurer shall be binding on the Co-insurers. Any notice given verbally or in writing by the Insured to the Leading Insurer shall be deemed to have also been given to the Co-insurers.

In witness, the Insurers have caused this Policy to be signed by their authorized representatives.

### **Chubb Products Liability Insurance (Claims Made Form)**

#### **A) Insuring Agreement**

The Company will pay on behalf of the Insured all sums which the insured shall become legally obligated to pay as damages as the result of claims first made against the insured and reported to the company during the policy period because of bodily injury or property damage included within the product hazard to which this insurance applies. No other obligations or liability to pay sums or perform acts or services is covered unless provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to bodily injury and property damage which occurred before the Retroactive Date, if any, shown on the Declarations page or which occurs after the policy period. The bodily injury or property damage must be caused by an occurrence. The occurrence must take place in the Policy territory.

A claim shall be deemed to have been made only when suit is brought or written notice of such claim is received by the insured.

All claims for damages because of bodily injury or property damage sustained by any one person or organization as a result of any one occurrence shall be deemed to have been made at the time the first of those claims is made.

The Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

#### **B) Exclusions**

This insurance does not apply to:

- (1) 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.
- (2) 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:
  - (a) assumed in a contract or agreement that is an insured contract, or
  - (b) that the Insured would have in the absence of the contract or agreement.
- (3) bodily injury or property damage for which any Insured may be held liable by reason of:
  - (a) causing or contributing to the intoxication of any person;
  - (b) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (c) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (4) any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (5) bodily injury to:

(a) any employee of the insured arising out of and in the course of employment by the insured; or

(b) the spouse, child, parent, brother or sister of that employee as a consequence of (a) above.

This exclusion applies:

(a) whether the insured may be liable as an employer or in any other capacity; and

(b) 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.

(6) bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

(7) property damage to the Named insured's products arising out of such products or any parts of such products;

(8) property damage to impaired property or property that has not been physically injured, arising out of;

(a) a defect, deficiency, inadequacy or dangerous condition in the insured's product; or

(b) a delay or failure by the Insured or anyone acting on his 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 the insured's product or work after it has been put to its intended use.

(9) damages claimed for the withdrawal, inspection, repair, replacement, or loss of the use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(10) bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

This insurance also does not apply to any cost or expense arising out of any governmental demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or pollutants.

This Company shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for such damages, or any other relief.

(11)

(a) Under any Liability Coverage, to bodily injury or property damage:

1. with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

2. resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

(b) Under an Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

(c) Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

1. the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (ii) has been discharged or dispersed therefrom;

2. the nuclear material is contained in spent fuel or waste at any time possessed,

handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

3. the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion 3 applies only to property damage to such nuclear facility and any property thereat;

(d) As used in this Exclusion:

1. "Hazardous properties" include radioactive, toxic, or explosive properties;
2. "Nuclear material" means source material, special nuclear material or byproduct material;
3. "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
5. "Waste" means any waste material (i) containing byproduct material and (ii) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 6, (i) or (ii) thereof;
6. "Nuclear facility" means: (i) any nuclear reactor; (ii) any equipment or device designed or used for (aa) separating the isotopes or uranium or plutonium, (bb) processing or utilizing spent fuel, or (cc) handling, processing, or packaging waste; (iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (iv) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (v) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
8. "Property damage" includes all forms of radioactive contamination of property.

### Chubb Products Liability Insurance (Claims Made Form)

#### SELF INSURED RETENTION CLAUSE (A)

Self Insured Retention means the amount stated in (a) below, which is payable by the Insured.

(b) **[insert amount]** each and every Occurrence in respect of **[insert coverage(s) or Products or both]** under this policy.

The liability of the Company to indemnify the Insured under this policy is over and above the Self Insured Retention and is subject to the following conditions:

1. The Company shall have no obligation to make any payment in respect of an Occurrence within the Self Insured Retention. The Insured shall be solely responsible for any payment in respect of an Occurrence within the Self Insured Retention.
2. The Self Insured Retention is inclusive of the Supplementary Payments (including legal costs and expenses) relating to an Occurrence.
3. The amount of each claim shall include the following (paid or otherwise):
  - (iii) compensation or damages payable under the policy; and
  - (iv) all amounts under the Supplementary Payments (including legal costs and expenses).
4. The Insured will provide the Company with a complete list of all claims reported which do not exceed the Self Insured Retention on quarterly basis.
5. The Insured will notify the Company immediately in the event a claim may exceed **[insert xx%]** of the Self Insured Retention.
6. In the event that, in the reasonable opinion of the Company, a claim to which this policy may apply is likely to exceed the Self Insured Retention, the Company shall have the right, but not the duty, to associate in the investigation, defence or settlement of such claim.

## Chubb Products Liability Insurance (Occurrence Form)

### A) Insuring Agreement

The Company will pay on behalf of the Insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage included within the product hazard to which this insurance applies. No other obligations or liability to pay sums or perform acts or services is covered unless provided for under SUPPLEMENTARY PAYMENTS. The bodily injury or property damage must be caused by an occurrence. The occurrence must take place in the Policy territory.

The Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

### B) Exclusions

This insurance does not apply to:

- (1) 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.
- (2) 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:
  - (a) assumed in a contract or agreement that is an insured contract, or
  - (b) that the Insured would have in the absence of the contract or agreement.
- (3) bodily injury or property damage for which any Insured may be held liable by reason of:
  - (a) causing or contributing to the intoxication of any person;
  - (b) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (c) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (4) any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (5) bodily injury to:
  - (a) any employee of the insured arising out of and in the course of employment by the insured; or
  - (b) the spouse, child, parent, brother or sister of that employee as a consequence of (a) above.

This exclusion applies:

- (a) whether the insured may be liable as an employer or in any other capacity; and
- (b) 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.

- (6) bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- (7) property damage to the Named insured's products arising out of such products or any parts of such products;
- (8) property damage to impaired property or property that has not been physically injured, arising out of:
  - (a) a defect, deficiency, inadequacy or dangerous condition in the insured's product; or
  - (b) a delay or failure by the Insured or anyone acting on his 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 the insured's product or work after it has been put to its intended use.

- (9) damages claimed for the withdrawal, inspection, repair, replacement, or loss of the use of

the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

- (10) bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

This insurance also does not apply to any cost or expense arising out of any governmental demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or pollutants.

This Company shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for such damages, or any other relief.

(11)

- (a) Under any Liability Coverage, to bodily injury or property damage:

1. with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

- (b) Under an Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- (c) Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

1. the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (ii) has been discharged or dispersed therefrom;
2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
3. the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion 3 applies only to property damage to such nuclear facility and any property thereat;

- (d) As used in this Exclusion:

1. "Hazardous properties" include radioactive, toxic, or explosive properties;
2. "Nuclear material" means source material, special nuclear material or byproduct material;
3. "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
5. "Waste" means any waste material (i) containing byproduct material and (ii) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 6, (i) or (ii) thereof;
6. "Nuclear facility" means: (i) any nuclear reactor; (ii) any equipment or device designed or used for (aa) separating the isotopes or uranium or plutonium, (bb) processing or utilizing spent fuel, or (cc) handling, processing, or packaging waste; (iii) any equipment or device used for the processing, fabricating or alloying of

- special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (iv) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (v) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
  8. "Property damage" includes all forms of radioactive contamination of property.

### **SELF INSURED RETENTION CLAUSE (A)**

Self Insured Retention means the amount stated in (a) below, which is payable by the Insured.

(c) **[insert amount]** each and every Occurrence in respect of **[insert coverage(s) or Products or both]** under this policy.

The liability of the Company to indemnify the Insured under this policy is over and above the Self Insured Retention and is subject to the following conditions:

1. The Company shall have no obligation to make any payment in respect of an Occurrence within the Self Insured Retention. The Insured shall be solely responsible for any payment in respect of an Occurrence within the Self Insured Retention.
2. The Self Insured Retention is inclusive of the Supplementary Payments (including legal costs and expenses) relating to an Occurrence.
3. The amount of each claim shall include the following (paid or otherwise):
  - (v) compensation or damages payable under the policy; and
  - (vi) all amounts under the Supplementary Payments (including legal costs and expenses).
4. The Insured will provide the Company with a complete list of all claims reported which do not exceed the Self Insured Retention on quarterly basis.
5. The Insured will notify the Company immediately in the event a claim may exceed **[insert xx%]** of the Self Insured Retention.
6. In the event that, in the reasonable opinion of the Company, a claim to which this policy may apply is likely to exceed the Self Insured Retention, the Company shall have the right, but not the duty, to associate in the investigation, defence or settlement of such claim.

### **APPLICABLE LAW ENDORSEMENT**

It is mutually agreed that should any dispute arise concerning this Policy, the dispute will be determined in accordance with the law of the country where this Policy is issued. In relation to any such dispute the parties agree to submit to the jurisdiction of any competent court in the country where this Policy is issued.

All the other terms and conditions remain unchanged.

### **ADDITIONAL INSURED(VENDORS-BROAD FORM)**

It is agreed that the "Persons Insured" provision is amended to include any person or organization designated below (herein referred to as "vendor"), as an Insured, but only with respect to "bodily injury" or "property damage" arising out of the Named Insured's products designated below which are directly distributed or sold by the vendor. It is also understood that the vendor has directly contracted with the Named Insured in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor.
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
    - (iii) demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
    - (iv) Any failure to make such inspection, adjustments, tests or servicing as the

vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (v) products which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. The insurance does not apply to any person or organization, as Insured, from whom the Named Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

#### **SCHEDULE**

Vendor(s):

Products: As per the declarations of the policy

#### **Additional Insured Endorsement**

With effect from the policy inception date, the "Insured" and the Insurer hereby agree to the following Policy change(s):

The entity listed below shall be considered an "Additional Insured" under this Policy, but only with respect to liability arising out of the "Insured's" ownership, operation, maintenance or use of the "Covered Location(s)".

Additional Insured(s): 「 Insert Entity 」

All other terms and conditions of the policy remain unchanged.

#### **ASBESTOS EXCLUSION**

This policy does not apply to any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The company shall have no duty of any kind with respect to any such loss, demand, claim or suit.

This endorsement applies to all coverages under this policy.

#### **DEDUCTIBLE CLAUSE**

1. The Company's obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the Declarations, which also applies down to any legal defense and costs.
2. The deductible amount stated in the Declarations applies on a "per occurrence" basis under Bodily injury and/or Property Damage Liability Coverage Combined, to all damages and expenses (as stipulated in "Supplementary Payment") because of:
  - (a) "Bodily injury";
  - (b) "Property damage";
  - (c) "Bodily injury" and "property damages" combined;as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
3. The terms of this insurance, including those with respect to:
  - (a) The Company's right and duty to defend any "suits" which is seeking those damages; and
  - (b) Insured's duties in the event of an "occurrence", claim, or "suit".apply irrespective of the application of the deductible amount.
4. The Company may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, the Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

#### **LEAD EXCLUSION CLAUSE**

This policy does not apply to damages claimed for any loss, demand claim or suit arising out of or related in any way to the toxic properties of lead or lead containing products materials or substances. This shall apply to all forms of lead including but not limited to solid, liquid vapor and fumes.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

#### **MINIMUM EARNED PREMIUM CLAUSE**

In the event of cancellation of this Policy by the Named Insured, a minimum premium of 25%

shall become earned; any cancellation of the Policy to the contrary notwithstanding. Failure of the Named Insured to make timely payments of premium shall be considered a request by the Named Insured for the Company to cancel. In the event of such cancellation by the Company for non-payment of premium, the minimum premium shall be due and payable; however, such non-payment cancellation shall be rescinded if the Named Insured remit the full premium due within 10 days of receiving notice of cancellation. In the event of any other cancellation by the Company the earned premium shall be computed pro rata, not subject to the minimum premium.

### **PRODUCTS WARRANTY**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with the mandatory and/or voluntary safety standards of importing countries. Failure to comply with the conditions of this warranty shall render this policy null and void.

#### **Products Warranty(safety standards)-1**

It is warranted, and a condition precedent to recovery hereunder, that [insert Products] [if any, sold to Territory] is/are complied with the mandatory and/or voluntary safety standards of importing countries.

Failure to comply with the conditions of this warranty shall render this policy null and void.

### **PROFESSIONAL LIABILITY EXCLUSION**

This policy excludes any liability arising out of the rendering of professional advice or services for a fee or any error or omission connected therewith. For the purposes of this exclusion Professional Services means the performance of work by any Insured for any service or advice provided for a fee or remuneration; including but not limited to designing, consulting, predesign, specification, technical information, feasibility studies, surveying, project management, supervision of construction under the direct instruction of an architect or engineer, misstatements, misleading statements, defamation, breach of any intellectual property right (such as copyright, trademark, patent), breach of contract, breach of confidentiality or similar activities.

### **PUNITIVE DAMAGES EXCLUSION CLAUSE**

It is agreed that this insurance shall not apply to fines, penalties, punitive damages, exemplary damages, treble damages, or other damages resulting from the multiplication of compensatory damages.

### **SPECIFIED VENDORS CLAUSE**

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this Policy that this insurance does not apply to, and the Company shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of, or in any way related to [insert Products] not sold by [insert specified vendors] covered in this Policy.

And, the burden of proving that products in question were sold by [insert specified vendors] covered in this Policy rests with the Insured, at the Insured's own expense. Unless such proof is accepted by the Company, the Company may, but is not obligated to, defend any claim.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings."

All other terms, conditions and exceptions remain unchanged.

### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes death, injury, illness, 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 loss;

For the purpose of this endorsement Act of Terrorism means an act, including but not limited to the use of force or violence and/or 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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.



This endorsement also excludes death, injury, illness, 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.

#### **USA/CANADA DOMICILED OPERATIONS EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any Named Insured's USA/Canada domiciled operations.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

#### **CHOKING OR SUFFOCATION EXCLUSION ENDORSEMENT**

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

This endorsement also excludes death, injury, illness, 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 choking or suffocation.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

#### **COSMETICS WARRANTY**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for bodily injury or property damage included within the product hazard to which this insurance applies if the following requirements are fulfilled:

\* Warranted that cosmetics are no ingredient of Bithionol, Mercury compounds, Vinyl chloride, Halogenated salicylanilides, Zirconium Complexes in Aerosol Products, Chloroform, Methylene Chloride, Chlorofluorocarbon propellants, Hexachlorophene, Methacrylate monomer, Acetyethyl tetramethyl tetralin, 6-Methylcoumarin, Musk Ambrette, Nitrosamines and Dioxane are contained in the products insured.

\* Warranted that lanolin and color additives fulfill the requirement of FDA.

#### **EFFICACY CLAUSE**

The Policy does not cover any legal liability arising out of or in any way connected with the failure of any Product to fulfil a particular purpose or intended function or meet a particular level of performance, where the Insured have expressly or impliedly warranted or represented that the Product will fulfil such purpose or function (including purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding Bodily Injury or Property Damage) or meet such level of performance.

#### **ELECTRICAL/ELECTROMAGNETIC FIELD/RADIO FREQUENCY RADIATION (EFL/EMF/RFR) EXCLUSION**

This insurance does not apply to, and the Company shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of, or in any way related to Radio Frequency Radiation (RFR), extremely low frequency electrical fields (EFL) and/or extremely low frequency electromagnetic fields (EMF). Extremely low frequency electrical fields (EFL) and/or extremely low frequency electromagnetic fields (EMF), means the 50/60 Hertz power mains frequency electric and magnetic fields or invisible lines of force that occur wherever electricity is present.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, weaken, control or take any other remedial action with respect to EMF'S, EFL's or RFR's.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not otherwise preclude or exclude coverage for EFL/EMF/RFR related injury, damage, expense, cost, loss, liability or legal obligation.

In all other respects this policy remains unaltered.

#### **ELECTRONIC DATA ENDORSEMENT**

"The Policy does not cover legal liability arising out of or connected with:

(a) communication, display, distribution or publication of Electronic Data; provided that this Exclusion does not apply to [Insert, e.g. Bodily Injury or Personal Injury and Advertising Injury] resulting therefrom;

(b) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;

(c) error in creating, amending, entering, deleting or using Electronic Data;

(d) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

Electronic Data means:

Information, facts or programs stored as, in 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, drive cells, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of this insurance, Electronic Data is not tangible property."

The addition of this endorsement does not imply that other Policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings."

#### **ENDORSEMENT-1**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to **[insert Bodily Injury or Property Damage or "bodily injury" or "property damage"]** included in the **[insert 2.17 Product definition or "products-completed operation hazard" definition or "product hazard" definition or the equivalent]** arising directly or indirectly out of, caused by, resulting from or in connection with **[insert products]**.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

#### **EXTENDED REPORTING PERIOD ENDORSEMENT**

It is hereby declared and agreed that **[insert date]** day Extended Reporting Period is provided by this policy without additional charge. Such extended reporting period starts with the end of the policy period and lasts for **[insert date]** days, if:

- a. This policy is cancelled or not renewed; or
- b. The Company renews or replaces this policy with insurance that:
  - (1) Has a Retroactive Date later than the date shown in the Declarations of this policy; or
  - (2) Does not apply to "Bodily Injury" or "Property Damage" on a claims-made basis.

This Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for "Bodily Injury" or "Property Damage" that occur before the end of the policy period but not before the Retroactive Date shown in the Declarations.

This Extended Reporting Period does not apply to claims that are covered under any subsequent insurance the Insured purchases, or that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

This Extended Reporting Period does not reinstate or increase the Limits of Insurance.

All other terms and conditions remain unchanged.

#### **GARMENTS WARRANTY**

It is warranted, and a condition precedent to recovery hereunder, that all products insured have passed Flammability Test conducted by external testing laboratory.

Failure to comply with the conditions of this warranty shall render this policy null and void.

#### **MILLENNIUM ENDORSEMENT**

##### **Exclusions**

This insurance does not apply to "bodily injury" or "property damage" included in the "products

hazard" definition and arising directly or indirectly out of :

A. Any actual or alleged failure, malfunction or inadequacy of :

(1) Any of the following, whether belonging to any insured or to others :

- (a) Computer hardware, including micro-processors ;
- (b) Computer application software ;
- (c) Computer operating systems and related software ;
- (d) Computer networks ;
- (e) Microprocessors (computer chips) not part of any computer system ; or
- (f) Any other computerized or electronic equipment or components ; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.(1) of this endorsement

Due to the inability or failure to process, including, but not limited to, calculating, comparing, recording, retrieving, sequencing, reading, storing, manipulating, writing to media, determining, distinguishing, converting, transferring or executing "Date/Time Material".

"Date/Time Material", as used herein, means dates, times or data or information that in any manner includes, depends upon, is contingent upon, is derived from, or incorporates any date or time, irrespective of the manner or medium of storage or recordation.

B. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the Insured or for the Insured to determine, rectify or test for, any potential or actual problems described in Paragraph A. of this endorsement.

### **MOLD AND FUNGI EXCLUSION**

It is agreed that this insurance shall not apply to:

- a. Any sums which any Insured becomes legally obligated to pay as [insert damages or Compensation or the equivalent] because of [Insert "bodily Injury" or "property damage" or Bodily Injury or Property Damage or the equivalent] directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any material containing them at any time.
- b. Any loss, cost or expense:
  - i. Any Insured or any other person or organization may incur in testing for, monitoring, removing, treating or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them, whether as a result of a request, demand, statutory or regulatory requirement or otherwise; or
  - ii. Any Insured or any other person or organization may incur in connection with any claim or [insert "suit" or Suit or the equivalent] on behalf of any government authority or any person or organization relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them.
- c. [insert The Company or the equivalent] will have no duty or obligation to defend any Insured with respect to any claim or [insert "suit" or Suit or the equivalent] seeking any such [insert damages or Compensation or the equivalent].

### **POLLUTION EXCLUSION – ABSOLUTE**

It is agreed that any exclusion in the policy relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants is replaced by the following :

To bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

This insurance also does not apply to any cost or expense arising out of any governmental demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or pollutants.

The company shall not have the duty to defend any claim or suit seeking to impose such costs,

expenses, liability for such damages, or any other relief.

## **SILICA EXCLUSION**

A. This insurance does not apply to:

### **Silica**

1. [insert "Bodily injury" and "property damage" or Bodily Injury and Property Damage or the equivalent] related to the actual, alleged, or threatened presence of or exposure to [Insert "silica" or Silica or the equivalent] in any form, or the harmful substances emanating from [Insert "silica" or Silica or the equivalent]. This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to [Insert "silica" or Silica or the equivalent]. Such injury from or exposure to [Insert "silica" or Silica or the equivalent] also includes, but is not limited to:

- a. The existence, storage, handling or transportation of [Insert "silica" or Silica or the equivalent];
- b. The removal, abatement or containment of [Insert "silica" or Silica or the equivalent]; from any structures, materials, goods, products, or manufacturing process;
- c. The disposal of [Insert "silica" or Silica or the equivalent];
- d. Any structures, manufacturing processes, or products containing [Insert "silica" or Silica or the equivalent];
- e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;
- f. Any product manufactured, sold, handled or distributed by or on behalf of the Insured which contains [Insert "silica" or Silica or the equivalent]; or
- g. Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

2. Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of any:

- a. Claim, [insert "suit" or Suit or the equivalent], demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any Insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of [Insert "silica" or Silica or the equivalent]; or
- b. Claim, [insert "suit" or Suit or the equivalent], demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from [Insert "silica" or Silica or the equivalent] or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of [Insert "silica" or Silica or the equivalent] by any Insured or by any other person or entity; or
- c. Claim, [insert "suit" or Suit or the equivalent], demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to [Insert "silica" or Silica or the equivalent].

This exclusion applies regardless of who produced, installed, used, owned, sold, distributed, handled, stored or controlled the [Insert "silica" or Silica or the equivalent].

B. The following definition is added to the [insert DEFINITIONS Section or the equivalent]:

[Insert "Silica" or Silica or the equivalent] means the mineral, silicon dioxide, and any type or form of it including, but not limited to, silica-containing products, goods, fibers or materials, silica dust, fine particulate dust of siliceous or silicic minerals, and any gases, vapors, scents or by-products produced or released by silica, silica dust or silica-containing products, goods, fibers or materials. Siliceous or silicic minerals include, but are not limited to, sand, quartz, slate, granite and flint.

## **Completed operation endorsement**

It is hereby declared and agreed that, with effect from Inception date, the coverage hereunder is extended to cover Completed Operations, therefore, "Products Hazard" set forth in the Coverage Part and Definitions (H) under this policy is amended to read as below.

**Coverage Part – Occurrence Form**

**A. Insuring Agreement**

The Company will pay on behalf of the Insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage included within the products-completed operations hazard to which this insurance applies. No other obligations or liability to pay sums or perform acts or services is covered unless provided for under SUPPLEMENTARY PAYMENTS. The bodily injury or property damage must be caused by an occurrence. The occurrence must take place in the Policy territory.

The Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

**DEFINITIONS**

(H) Products-completed operations hazard:

a. includes all bodily injury and property damage occurring away from premises the Insured owns or rents and arising out of the Insured's product or work except:

- (1) Products that are still in the Insured's physical possession; or
- (2) Work that has not yet been completed or abandoned. However, work will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in the Insured's contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if the Insured's contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Insured, and that condition was created by the loading or unloading of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

**DIMINUTION IN VALUE EXCLUSION**

This insurance does not apply to any loss, demand, claim or suit arising out of or related in any way to the actual or perceived loss in market or resale value which results from a direct and accidental loss.

The company shall have no duty of any kind with respect to any such loss, demand, claim or suit.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

**PURE FINANCIAL LOSS EXCLUSION**

This Policy does not cover the liability of financial loss sustained by a customer or user of any Insured's Products if such financial loss is a direct result of the defective or harmful conditions of such Insured's Products or their failure to perform a function for which they were supplied by the Insured.

All other terms and conditions remain unchanged.

**ADDITIONAL INSURED (VENDORS-BROAD FORM)**

It is agreed that the "Persons Insured" provision is amended to include any person or organization designated below (herein referred to as "vendor"), as an Insured, but only with respect to "bodily injury" or "property damage" arising out of the Named Insured's products designated below which are distributed or sold by the vendor. It is also understood that the vendor has contracted with the Named Insured in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor.
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
    - (iii) demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.
    - (iv) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (v) products which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as Insured, from whom the Named Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

#### **SCHEDULE**

Vendor(s):

Products: As per the declarations of the policy

#### **AIRCRAFT APPLICATIONS EXCLUSION**

It is hereby agreed and understood that such insurance as is afforded by this Policy shall not apply to any loss, demand, claim or "suit" arising from the insured product which is manufactured, designed or intended for use in any aircraft, spacecraft, or aerial devices and which controls, monitors or in any way affects the flying capabilities of any aircraft, spacecraft, or aerial devices.

#### **Canada Domiciled Operations Exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any Named Insured's Canada domiciled operations.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

#### **CYBER LIABILITY EXCLUSION**

The Policy does not cover any legal liability arising out of or in any way connected with the following:

- (a) any business conducted and/or transacted via the Internet, any intranet, any extranet and/or via [Insert the Insured's or your] own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
- (b) any infringement of copyright and/or trade marks;
- (c) an inability to access the Internet, any intranet, any extranet and/or electronic mail;
- (d) any loss and/or damage caused by malicious computer programs.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

#### **Difference In Conditions Clause**

Where a claim is made under a local admitted policy provided by the following countries: **[insert countries]** through **[insert the Company or us]** (or any other Insurance Company authorised by **[insert the Company or us]**) **[if any, insert , except [insert country] (stated in "Maintenance of Underlying Policies Clauses")]** and is rejected as not being within its policy terms and conditions then this Master Policy will operate to provide an indemnity but only to the extent that **[insert the Company or us]** would have accepted the claim had it been made under this Policy provided; however that **[if any, insert , except in [insert country,]] [insert the Company or we]** shall not be liable to pay any deductible that would have applied under such local admitted policy.

It is a condition precedent that the local admitted policies referred to (or any policies issued in substitution and agreed by **[insert the Company or us]**) shall be maintained in full effect and that any warranties contained therein shall be complied with during the policy period of this Policy.

All other policy terms and conditions remain unchanged.

### **Difference In Limits Clause**

In the event that a claim is payable under a local admitted policy provided by the following countries: **[insert countries]** through the Company (or any other Insurance Company authorised by the Company) this Master Policy will pay the difference between the limit of liability payable under such local admitted policy and the corresponding limit of liability stated in the Schedule under Master Limits of Liability.

It is hereby understood and agreed that:-

1. The terms, definitions, exclusions and conditions contained in or endorsed onto this Master Policy shall be those used to determine the Company's liability under this Difference in Limits clause for any claim which occurs in a country where the Company's authorised representative (or any other Insurance Company authorised by the Company) has provided the Insured with a local admitted Policy and such Policy contains terms, definitions, exclusions, conditions, or endorsements which differ from this Master Policy.
2. If the Insured has been provided by the Company's authorised representative (or any other Insurance Company authorised by the Company) with other valid and collectible insurance against a loss covered by this Policy (1) in order to comply with local statutory requirements or (2) for local coverage underlying this Policy, in any of the countries to which this Policy applies, the insurance under this Master Policy shall be excess insurance over, and in no event contributing to, such other insurance and the Limit of Liability under this Policy shall be reduced by an amount equal to the Limit of Liability afforded under such other (1) statutory or (2) underlying insurance policy.

Provided always that the total liability of the Company under this Policy and any such local admitted policy or policies in respect of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall not exceed the Limit of Liability stated in the Schedule and if by virtue of the existence of any such local admitted policy or policies the Company shall become liable to pay an amount in excess of such Limit the Insured shall immediately on demand pay such excess amount to the Company.

All other policy terms and conditions remain unchanged.

### **LOSS OF &/OR CORRUPTION OF ELECTRONIC DATA**

The Policy does not cover any legal liability arising out of or in any way connected with the loss of and/or corruption of Electronic Data and/or Data Processing Errors or Omissions.

**Data Processing Errors or Omissions** means:

- (1) The complete or partial failure of any computer, computer system, computer connected system, device or equipment, computer controlled system, device or equipment, or other computer related system, device or equipment to perform its intended function; or
- (2) The inaccuracy, misuse, or complete or partial lack of usefulness of the input or output of any computer, computer system, computer connected system, device or equipment, computer controlled system, device or equipment, or other computer related system, device or, equipment.

**Electronic Data** means:

information, facts or programs stored as, in 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, drive cells, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of this insurance, Electronic Data is not tangible property.

**Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.**

#### **MTBE Exclusion Endorsement**

This insurance does not apply to any injury, damage, expense, cost, loss, demand, claim, liability or legal obligation arising out of or in any way related to any "property damage" or "bodily injury", arising out of, resulting from or in any way related to discharge, dispersal, seepage, migration, release, escape, spill, leak, handling, sale, distribution, manufacture, remediation, disposal, monitoring, testing, investigation, or detoxification of Methyl-Tert-Butyl Ether ("MTBE"), related or similar gasoline additives, or any product, substance or wastes containing MTBE or related or similar gasoline additives.

All other terms and conditions of this policy remain unchanged.

#### **WAIVER OF SUBROGATION CLAUSE**

In consideration of the premium charged, it is agreed that in case of loss recoverable under this Policy, [insert the Company or we] shall waive [its or our] right of recovery, through subrogation or otherwise, against [insert Named of Person or Organization] and to the extent required by any agreement or by law, as their respective interests may appear.

#### **Nuclear Exclusion Clause**

Notwithstanding anything to the contrary elsewhere in the policy, this policy does not cover any legal liability arising out of or in any way connected with ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

All the other terms and conditions remain unchanged.

#### **Products Warranty (ASTM/mandatory/voluntary safety standards)**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with the American Society for Testing and Materials (ASTM) standards and other mandatory and/or voluntary safety standards of importing countries.

Failure to comply with the conditions of this warranty shall render this policy null and void.

#### **TALC/LEAD EXCLUSION CLAUSE**

This policy does not apply to damages claimed for any loss, demand claim or suit arising out of or related in any way to the toxic properties of talc/lead or talc/lead- containing products, materials or substances. This shall apply to all forms of talc/lead including but not limited to solid, liquid vapor and fumes.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

#### **BATCH CLAUSE**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating PRODUCTS LIABILITY COVERAGE.

It is agreed that as respects the Products Hazard, all damages arising out of one lot of goods or products prepared or acquired by the Named Insured or by another trading under the Insured's name shall be considered as arising out of one occurrence.

It is further agreed, that nothing contained in this endorsement shall be held to vary, waive or change any of the terms, limits or conditions of the policy, except as set forth above.

#### **PRODUCTS WARRANTY-1**



It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with the mandatory and/or voluntary safety standards of importing countries. The Company may rescind this Policy upon the Insured's failure to comply with the conditions of this warranty.

#### **Products Warranty(ASTM/mandatory/voluntary safety standards)-1**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with the American Society for Testing and Materials (ASTM) standards and other mandatory and/or voluntary safety standards of importing countries. The Company may rescind this Policy upon the Insured's failure to comply with the conditions of this warranty.

#### **USA/CANADA DOMICILED OPERATIONS EXCLUSION – with certain exception**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any Named Insured's USA/Canada domiciled operations except the Named Insured's **[insert country]** domiciled business/operations of **[insert operation]** provided by its **[insert company & address.]** The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

#### **AIRCRAFT/WATERCRAFT/VEHICLE PRODUCTS EXCLUSION**

It is hereby agreed and understood that the coverage afforded by this policy shall not apply to occurrences arising out of (1) aircraft, watercraft, and vehicle products as defined herein, or (2) operation in connection with such aircraft, watercraft, and vehicle products.

It is further agreed that the following is added to the definitions of the policy:

"Aircraft, watercraft, and vehicle products" means (A) Aircraft, watercraft, including missiles or spacecraft and any ground support or control equipment used therewith, and motor vehicles; (B) Any articles furnished by or on behalf of the insured and installed in aircraft, watercraft, and vehicle or used in connection with aircraft, watercraft, and vehicle or for spare or replacement parts for aircraft, watercraft, and vehicle, including ground handling tools and equipment; and (C) Training aids, instructions, manuals, blueprints, engineering or other advice and services and labor relating to such aircraft, watercraft, and vehicle or articles.

#### **AIRCRAFT/WATERCRAFT/VEHICLE PRODUCTS EXCLUSION ENDORSEMENT**

It is hereby agreed and understood that the coverage afforded by this [insert policy or Policy] shall not apply to occurrences arising out of (1) aircraft, watercraft, and vehicle products as defined herein, or (2) operation in connection with such aircraft, watercraft, and vehicle products.

It is further agreed that the following is added to the definitions of the [insert policy or Policy]:

"Aircraft, watercraft, and vehicle products" means (A) Aircraft, watercraft, including missiles or spacecraft and any ground support or control equipment used therewith, and motor vehicles; (B) Any articles furnished by or on behalf of [insert the insured or the Insured] and installed in aircraft, watercraft, and vehicle or used in connection with aircraft, watercraft, and vehicle or for spare or replacement parts for aircraft, watercraft, and vehicle, including ground handling tools and equipment; and (C) Training aids, instructions, manuals, blueprints, engineering or other advice and services and labor relating to such aircraft, watercraft, and vehicle or articles.

Subject otherwise to the terms, exclusions, and conditions of this [insert Policy or policy].

#### **CELLULAR PHONE RADIATION EXCLUSION**

In respect of cellular phone products or parts or components thereof, the Policy does not cover any legal liability arising out of or in any way connected with the following:

- (1) electromagnetic radiation and/or any electromagnetic field; or
- (2) the costs of abatement or mitigation of or exposure to such electromagnetic radiation and/or electromagnetic field referred to in (1) above.

This policy variation also applies to:

- (a) Any legal obligation of the Insured to pay damages in connection with supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

(b) Any legal obligation of the Insured to share damages with or repay someone else who must pay damages because of such Bodily Injury or Property Damage.  
Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

### **Medial Malpractice and Professional Services Exclusion**

It is agreed that the insurance afforded by this insurance does not cover any legal liability arising out of or in any way connected with the rendering of or the failure to render:

- (i) medical, surgical, dental, x-ray or nursing service, treatment, or advice; or
- (ii) any other professional advice or service.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

### **Other Insurance Clause Deleted**

It is hereby noted and agreed that Condition--(E) Other Insurance is deleted under this policy.

### **Genetically Modified Organism Exclusion**

This Policy does not apply to any liability arising out of Property Damage or Bodily Injury in connection with or arising out of any Genetically Modified or Engineered Organism.

For the purpose of this Exclusion, Genetically Modified or Engineered Organism is defined as a living organism in which the genetic material has been permanently altered through gene technology in a way that does not occur naturally by multiplication and/or natural recombination.

The Company shall be under no obligation to defend any such lawsuits brought against the Insured.

### **PRODUCTS WARRANTY(mandatory/voluntary safety standards & safety devices)**

It is warranted, and a condition precedent to recovery hereunder, that:

- a. all products insured are complied with the mandatory and/or voluntary safety standards of importing countries.
- b. [insert products] are equipped with thermofuse or likewise temperature safety devices and fitted with vent-release valves.

Failure to comply with the conditions of this warranty shall render this policy null and void.

### **PRODUCTS WARRANTY(mandatory/voluntary safety standards & safety devices)-1**

It is warranted, and a condition precedent to recovery hereunder, that:

- a. all products insured are complied with the mandatory and/or voluntary safety standards of importing countries.
- b. [insert products] are equipped with thermofuse or likewise temperature safety devices and fitted with vent-release valves.

The Company may rescind this policy upon the Insured's failure to comply with the conditions of this warranty.

### **SELF-INSURED RETENTION**

1. In consideration of the premium charged, it is agreed that the Limits of Liability for each occurrence of the coverage's provided by this policy will apply in excess of [insert amount] Self-Insured Retention (hereinafter referred to as the "Retention Amount").

The Retention Amount shall:

- (a) apply only to "occurrences" covered under this policy;
- (b) apply separately to each claim arising out of such "occurrence"; and
- (c) include all amounts under the Supplementary Payments section of the policy.

The Insured's failure to pay the Retention Amount due to its bankruptcy, insolvency or inability shall not increase the Company's obligation under this policy.

2. The Company shall have the right but not the duty to participate with the Insured at the Company's own expense in the defense or settlement of any claim or suit seeking damages covered under this policy. In the event of a claim or suit which on the Company's reasonable judgment may result in payments, including Supplementary Payments, in an amount in excess of the Retention Amount, the Company may assume control of the defense or settlement of such claim or suit. The Insured shall continue being responsible for the payment of the Retention Amount.

3. In the event there is any other insurance, whether or not collectible, applicable to an "occurrence", claim or suit within the Retention Amount, the Insured shall continue being responsible for the full Retention Amount before the Limits of Liability under this policy apply.

### **Co-Insurance Clause**

The insurance companies named herein, each for itself, severally but not jointly, do obligate themselves under the terms of this policy to the extent of the percentage set opposite their names.

Companies	Percentage assumed
<b>[Inserted Insurance Company]</b>	<b>[Inserted Percentage]</b>

**[Inserted Insurance Company]** as leading company shall attend to all matters connected with this policy including but not limited to settlement of claims and any agreement or decision which may be made between the Insured and **[Inserted Insurance Company]** shall be final and binding upon the other co-insurer.

Any notice which may be given by **[Inserted Insurance Company]** in writing or otherwise shall be deemed to be given to the other co-insurer as well.

Companies: **[Inserted Insurance Company]**  
Percentage Insured: **[Inserted Percentage]**  
Policy No.: **[Inserted Policy Number]**  
Premium: **[Inserted Amount]**  
Authorized Signature

Companies: **[Inserted Insurance Company]**  
Percentage Insured: **[Inserted Percentage]**  
Policy No.: **[Inserted Policy Number]**  
Premium: **[Inserted Amount]**  
Authorized Signature

### **Consequential Loss Clause**

It is agreed and understood that the Policy does not apply to any liability claims for any consequential loss of any kind resulting from any defect or damage in insured's Products, including but not limited to loss of profit, loss of use, and/or loss of production.

### **Garment Warranty - I**

It is warranted, and a condition precedent to recovery hereunder, that garments insured are complied with importing countries statutory requirement, have passed external Flammability Test and have no drawstring design (except pants).  
Failure to comply with the conditions of this warranty shall render this policy null and void.

### **Garment Warranty – I-1**

It is warranted, and a condition precedent to recovery hereunder, that garments insured are complied with importing countries statutory requirement, have passed external Flammability Test and have no drawstring design (except pants).  
The Company may rescind this policy upon the Insured's failure to comply with the conditions of this warranty.

### **Other Insurance Amendment Clause**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance is excess over any collectible or valid Commercial General Liability or General Liability or Products Liability policies retained by the Named Insured in the World [if any, insert as follows: underlying policy and terms]

### **PRODUCTS WARRANTY(mandatory/voluntary safety standards & heavy metal standards)**

It is warranted, and a condition precedent to recovery hereunder, that:  
a. all products insured are complied with the mandatory and/or voluntary safety standards of importing countries.  
b. [insert products] are complied with Heavy Metal Standards of importing countries.  
Failure to comply with the conditions of this warranty shall render this policy null and void.

**PRODUCTS WARRANTY(mandatory/voluntary safety standards & heavy metal standards)-1**

It is warranted, and a condition precedent to recovery hereunder, that:  
a. all products insured are complied with the mandatory and/or voluntary safety standards of importing countries.  
b. [insert products] are complied with Heavy Metal Standards of importing countries.  
The Company may rescind this policy upon the Insured’s failure to comply with the conditions of this warranty.

**Contractual Liability Endorsement**

The definition D)“insured contract”is deleted in its entirety and replaced by the following:  
D) “Insured contract” means:  
That part of the specified purchase contract(s) or agreement(s) pertaining to the Named Insured’s business Named Insured signed with [Insert vendor’s name], under which Named Insured assume the tort liability of [Insert vendor’s name] to pay for “bodily injury” or “property damage” to a third person or organization, as permitted under the applicable laws. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. All the other terms and conditions remain unchanged.

**Lead / Methanol Exclusion Clause**

This policy does not apply to damages claimed for any loss, demand claim or suit arising out of or related in any way to the toxic properties of lead/methanol or lead/methanol containing products materials or substances. This shall apply to all forms of lead/methanol including but not limited to solid, liquid vapor and fumes.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

**PRODUCTS WARRANTY (safety standards & safety device)**

It is warranted, and a condition precedent to recovery hereunder, that:  
a. all products insured are complied with the mandatory and/or voluntary safety standards of importing countries.  
b. [insert products] are equipped with thermofuse or likewise temperature safety devices.  
Failure to comply with the conditions of this warranty shall render this policy null and void.

**PRODUCTS WARRANTY (safety standards & safety devices)-1**

It is warranted, and a condition precedent to recovery hereunder, that:  
a. all products insured are complied with the mandatory and/or voluntary safety standards of importing countries.  
b. [insert products] are equipped with thermofuse or likewise temperature safety devices.  
The Company may rescind this policy upon the Insured’s failure to comply with the conditions of this warranty.

**PRODUCTS WARRANTY(Safety Standard and Laboratory Test)**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with the mandatory and/or voluntary safety standards of importing countries and electrical products insured are [insert certified Laboratory] marked.  
Failure to comply with the conditions of this warranty shall render this policy null and void.

**PRODUCTS WARRANTY(Safety Standard and Laboratory Test)-1**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with the mandatory and/or voluntary safety standards of importing countries and electrical products insured are [insert certified Laboratory] marked.  
The Company may rescind this policy upon the Insured’s failure to comply with the conditions of this warranty.

**CROSS LIABILITY CLAUSE**

It is agreed that where Named Insured consists of more than one party the insurance shall apply to each party as if a separate policy had been issued to each other; provided always that the aggregate liability of the Company shall not be increased beyond the limits to which the insurance is subject.

**SELF INSURED RETENTION CLAUSE**

Self Insured Retention means the amount stated in (a) below, which is payable by the Insured.  
(a) [insert amount] each and every occurrence in respect of [insert coverage(s)] under this policy.

The liability of the Company to indemnify the Insured under this policy is over and above the Self Insured Retention and is subject to the following conditions:

1. The Company shall have no obligation to make any payment in respect of an Occurrence within the Self Insured Retention. The Insured shall be solely responsible for any payment in respect of an Occurrence within the Self Insured Retention.
2. The Self Insured Retention is inclusive of the Supplementary Payments (including legal costs and expenses) relating to an Occurrence.
3. The amount of each claim shall include the following (paid or otherwise):
  - (i) compensation or damages payable under the policy; and
  - (ii) all amounts under the Supplementary Payments (including legal costs and expenses).
4. The Company will have sole discretion in determining the amount of any claims under this policy and the amount of each claim which will contribute to the aggregate.
5. Should the amount of any claim change by way of payment or otherwise affect the application of the annual aggregate amount and/or the subsequent Self Insured Retention applied to any claim, the amounts paid will be subject to adjustment at the completion of the Policy Period, with both the Company and the Insured agreeing to refund any monies due to the other party within 60 days agreement on the amount owing.
6. The Insured will provide the Company with a complete list of all claims reported which do not exceed the Self Insured Retention within 30 days of the end of the Policy Period.
7. The Insured will notify the Company immediately in the event a claim may exceed [insert percentage]% of the Self Insured Retention.
8. In the event that, in the reasonable opinion of the Company, a claim to which this policy may apply is likely to exceed the Self Insured Retention, the Company shall have the right, but not the duty, to associate in the investigation, defence or settlement of such claim.

#### **Supplementary Payments – with caps of limits**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is hereby declared and agreed that, the SUPPLEMENTARY PAYMENTS of this policy shall be amended to read as follow:

The Company will pay with respect of any claim or suit:

- (1) All expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interests on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (2) Premiums on appeal bonds required in any such suit, and premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy;
- (3) Expenses incurred by the insured for first aid to others at the time of any accident, for bodily injury to which this policy applies;
- (4) Reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$100 per day.
- (5) If a payment exceeding the Company's liability under this Policy to indemnify the Insured has to be made to dispose of a claim, the liability of the Company for defence costs and expenses is limited to the proportion that the Company's liability to indemnify the Insured under this policy bears to that payment.

However, the Company agrees to pay the expenses incurred under the above sections and such payments shall be in addition to the applicable limits of liability of this coverage up to **[insert amount]** each occurrence & **[insert amount]** annual aggregate.

#### **EMISSION OF RADIATION – CELLULAR PHONE EXCLUSION**

The Policy does not cover any legal liability arising out of or in any way connected with the emission of radiation from any mobile telephone, telecommunication mast or base station or mobile wireless or cellular phone handset antenna aerial or transmitter whether or not used with a hands-free headset or similar device.

All other terms, conditions and exceptions remain unchanged.

#### **Products Warranty (CE0434 or FDA)**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with CE0434 or FDA and/or the mandatory and/or voluntary safety standards of importing countries.

Failure to comply with the conditions of this warranty shall render this policy null and void.

#### **Products Warranty (CE0434 or FDA)-1**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with CE0434 or FDA and/or the mandatory and/or voluntary safety standards of importing countries.

The Company may rescind this Policy upon the Insured's failure to comply with the conditions of this warranty.

#### **PRODUCTS WARRANTY(FMVSS/mandatory/voluntary safety standards)**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with Federal Motor Vehicle Safety Standards (FMVSS) and the mandatory and/or voluntary safety standards of importing countries.

Failure to comply with the conditions of this warranty shall render this policy null and void.

#### **PRODUCTS WARRANTY(FMVSS/mandatory/voluntary safety standards)-1**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with Federal Motor Vehicle Safety Standards (FMVSS) and the mandatory and/or voluntary safety standards of importing countries.

The Company may rescind this Policy upon the Insured's failure to comply with the conditions of this warranty.

#### **ELECTROMAGNETIC FIELD OR RADIATION EXCLUSION**

The Policy does not cover any legal liability arising out of or in any way connected with exposure to or the presence of any electromagnetic field (EMF) or any electromagnetic radiation (EMR) or any derivation or variation thereof.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

#### **AIRCRAFT/WATERCRAFT PRODUCTS EXCLUSION**

It is hereby agreed and understood that the coverage afforded by this policy shall not apply to occurrences arising out of (1) aircraft and watercraft products as defined herein, or (2) operation in connection with such aircraft and watercraft products.

It is further agreed that the following is added to the definitions of the policy:

"Aircraft and watercraft products" means (A) Aircraft, watercraft, including missiles or spacecraft and any ground support or control equipment used therewith; (B) Any articles furnished by or on behalf of the insured and installed in aircraft and watercraft or used in connection with aircraft and watercraft or for spare or replacement parts for aircraft and watercraft, including ground handling tools and equipment; and (C) Training aids, instructions, manuals, blueprints, engineering or other advice and services and labor relating to such aircraft and watercraft or articles.

#### **Products Warranty (for Pet use only)**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are designed for pet use only.

Failure to comply with the conditions of this warranty shall render this policy null and void.

#### **Products Warranty (for Pet use only)-1**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are designed for pet use only.

The Company may rescind this policy upon the Insured's failure to comply with the conditions of this warranty.

#### **PRODUCTS WARRANTY(Laboratory Test/Safety Devices)**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are UL or DNV or TUV or UN38.3 approved and equipped with thermofuse or likewise temperature safety devices and fitted with vent-release valves.

Failure to comply with the conditions of this warranty shall render this policy null and void.

#### **PRODUCTS WARRANTY(Laboratory Test/Safety Devices)-1**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are UL or DNV or TUV or UN38.3 approved and equipped with thermofuse or likewise temperature safety devices and fitted with vent-release valves.

The Company may rescind this Policy upon the Insured's failure to comply with the conditions of this warranty.

### **PRODUCTS WARRANTY (Safety Standard/ Country and Laboratory Test)**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with the mandatory and/or voluntary safety standards of importing countries, and the products insured sold to [insert Continent or Country] are [insert certified Laboratory] approved.

Failure to comply with the conditions of this warranty shall render this policy null and void.

### **PRODUCTS WARRANTY(Safety Standard/ Country and Laboratory Test)-1**

It is warranted, and a condition precedent to recovery hereunder, that all products insured are complied with the mandatory and/or voluntary safety standards of importing countries, and the products insured sold to [insert Continent or Country] are [insert certified Laboratory] approved.

The Company may rescind this policy upon the Insured's failure to comply with the conditions of this warranty.

### **Products Warranty (Laboratory Test)**

It is warranted, and a condition precedent to recovery hereunder, that [insert products insured] are [insert certified Laboratory] approved.

Failure to comply with the conditions of this warranty shall render this policy null and void.

### **Products Warranty (Laboratory Test)-1**

It is warranted, and a condition precedent to recovery hereunder, that [insert products insured] are [insert certified Laboratory] approved.

The Company may rescind this Policy upon the Insured's failure to comply with the conditions of this warranty.

### **NOSE COVERAGE ENDORSEMENT**

It is hereby understood and agreed that coverage hereunder is extended to include claims which are first made against the Insured during the period of this policy and which are also reported by the Insured to the Company hereunder in writing during the period of this policy, and which arise solely out of Occurrences occurring between [insert nose coverage period effective date] and [insert nose coverage period expiry date] .

It is also understood and agreed that the inclusion of such coverage as is provided by this endorsement shall not increase or extend the aggregate limit of the Company's liability under this policy beyond that which is specified in the policy.

The word "claim" as used in the endorsement shall mean a written demand made on the Insured by a third party for monetary damages, claims are subject to the deductible or self-insured retention applicable during the period of this policy.

All other terms, conditions and exceptions remain unchanged.

### **COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM & DEPOSIT PREMIUM CLAUSE**

Notwithstanding anything in the policy contained to the contrary, it is hereby declared and agreed that the premium charged under this policy is a deposit and minimum premium subject to adjustment at expiry based on your actual sales revenue during the policy period, and you shall supply us such record at the expiry of the policy period.

At each renewal, continuation, or anniversary of the effective date of this policy, we will calculate the premium for the completed policy period in accordance with the premium rate quoted at the inception date of the policy period. If the premium exceeds the deposit premium paid, we will send notice to the first Named Insured, or its authorized insurance representative, advising of the adjustment premium to be paid to us and the date by which payment is required.

If this policy is terminated or cancelled by you, the minimum premium appearing in the declarations/schedules is deemed to be fully earned and is due and payable to us. No premiums shall be refunded to you, unless we terminates or cancels the policy for reasons other than non-payment of premium. In the event we terminates or cancels the policy for reasons other than non-payment of premium, the premium shall be refunded based on a customary pro-rata method.

All the other terms and conditions remain unchanged.

### **Chubb Products Liability Insurance Amendment to War Exclusion**

It is understood and agreed that Exclusion (6) is deleted in its entirety and replaced by the following:

War

“Bodily Injury” or “Property Damage” arising out of or in any way connected with the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

### **COMMERCIAL GENERAL LIABILITY INSURANCE Amendment to War Exclusion**

It is understood and agreed that Section I – Exclusion i, War is deleted in its entirety and replaced by the following:

War

“Bodily Injury” or “Property Damage” arising out of or in any way connected with the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

### **Workers’ Compensation and Similar Laws Exclusion**

This insurance does not apply to any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.

Incidental Products Liability

### **Incidental Products Liability**

It is hereby declared and agreed that with effect from inception, the Company will pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages because of bodily injury or property damage included within the product hazard of incidental products. Incidental Products include embossed ash trays, calendars, pens, watches and clocks used for promotional and marketers purposes, and does not include the preparing, approving or failing to approve opinions or reports, or change orders, designs or specifications or any other professional service.

Sub-limit of [insert sub-limit amount].

### **INCIDENTAL PRODUCTS LIABILITY CLAUSE**

It is hereby declared and agreed that with effect from inception, [insert the Company or we] will pay those sums that [insert the Insured or the insured] becomes legally [insert liable or obligated] to pay as [insert Compensation or damages] because of [insert “bodily injury” or Bodily Injury] or [insert “property damage” or Property Damage] included within the [insert product hazard or “products-completed operations hazard”] of incidental products which are used for the souvenirs of shareholder’s meeting, promotional or marketing purpose, and does not include the preparing, approving or failing to approve opinions or reports, or change orders, designs or specifications or any other professional service.

Sub-limit of [insert sub-limit terms].

[insert The Company keeps or We keep] the subrogation right to the products manufacturers.

Subject otherwise to the terms, exclusions and conditions of this [insert Policy or policy].

### **Extension for CCC**

It is agreed that this Policy extends to indemnify all sums which the Insured shall become legally liable to pay as compensation for damage to property (except premises) arising out of fire, lightning and explosion. The aforesaid property means property which are leased or hired



by or under hire purchase or on loan to the Insured or otherwise in the Insured's Care, Custody or Control but subject to following terms:  
Sub-limit of [insert sub-limit amount].

### **JURISDICTION ENDORSEMENT**

It is hereby declared and agreed that the indemnity provided under this Policy [**or insert the equivalent word**] shall only apply in respect of the judgments which are in the first instance delivered by or obtained from a court of competent jurisdiction within the territory of [**Insert terms and conditions of this endorsement**]

### **JURISDICTION ENDORSEMENT(A)**

It is hereby declared and agreed that the indemnity provided under this Policy [**or insert the equivalent word**] shall only apply in respect of the judgments which are in the first instance delivered by or obtained from a court of competent jurisdiction within the territory of [**insert country name**]. However, under no circumstances shall any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America is being covered under this Policy.

### **Products Insured Condition**

It is declared and agreed that, though [insert company name] is one of the Named Insured, the policy only covers the Products Insured above-listed (incl. the parts/components involved) manufactured by [insert company name] and sold through [insert company name].

### **Chubb Elite Products Liability Insurance (Occurrence Form)**

#### **A) Insuring Agreement**

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of Bodily Injury or Property Damage included within the Products Hazard to which this insurance applies. No other obligations or liability to pay sums or perform acts or services is covered unless provided for under SUPPLEMENTARY PAYMENTS. The Bodily Injury or Property Damage must be caused by an Occurrence. The Occurrence must take place in the Policy Territory. The Company shall have the right and duty to defend any Suit against the Insured seeking damages on account of such Bodily Injury or Property Damage, even if any of the allegations of the Suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or Suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any Suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

#### **B) Exclusions**

This insurance does not apply to:

- (1) Bodily Injury or Property Damage expected or intended from the standpoint of the Insured.
- (2) 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 that the Insured would have in the absence of the contract or agreement.
- (3) Bodily Injury or Property Damage for which any Insured may be held liable by reason of:
  - (a) causing or contributing to the intoxication of any person;
  - (b) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (c) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (4) any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (5) Bodily Injury or Property Damage arising out of or in any way connected with the following:
  - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution,

military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

- (6) Property Damage to the Named Insured's Products arising out of such Products or any parts of such Products;
- (7) Property Damage to Impaired Property or property that has not been physically injured, arising out of;
  - (a) a defect, deficiency, inadequacy or dangerous condition in the Insured's Product; or
  - (b) a delay or failure by the Insured or anyone acting on his 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 the Insured's Product or work after it has been put to its intended use.

- (8) damages claimed for the withdrawal, inspection, repair, replacement, or loss of the use of the Named Insured's Products or work completed by or for the Named Insured or of any property of which such Products or work form a part, if such Products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (9) Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or Pollutants into or upon land, the atmosphere or any watercourse or body of water.

This insurance also does not apply to any cost or expense arising out of any governmental demand or request that an Insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or Pollutants.

This Company shall not have the duty to defend any claim or Suit seeking to impose such costs, expenses, liability for such damages, or any other relief.

- (10) any legal liability arising out of or in any way connected with ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

### 毒性化學物質運作人責任保險

#### 承保範圍

承保被保險人於保險期間內，因製造、使用、貯存或運送毒性化學物質，於保險單所載之運作場所或運送過程中，因下列事故，致使第三人傷亡或受有財損，被保險人依法應負賠償責任且於保險期間內或延長索賠期間內受賠償請求時，本公司對超過「自負額」部分，於保險金額範圍內，依本保險契約之約定，對被保險人負賠償之責。

- (一) 因意外事故導致釋放毒化物。
- (二) 因前款意外事故，被保險人於防救過程為減輕或避免人員傷亡而釋放毒化物。

#### 不保事項

本保險契約對於下列事由所致者，不負理賠責任：

- (一) 毒化物通常性或漸進式進入不動產、大氣層、水域等環境所致人員之傷亡、財損。但因本保險契約承保範圍內之事故所致，且符合賠償之先決條件者，不在此限。
- (二) 被保險人監測、測試、清除、移去、抑制、處理、降低或中和毒性，或以任何方式評估毒化物之影響所生之任何費用。
- (三) 直接或間接由於被保險人地面下之運作所致之財損，或對地面下油、氣、土壤之毀損、減失或移除。
- (四) 於海上、空中運作毒化物所致者。但於陸上運作所致之意外事故而延伸至海上者，不在此限。
- (五) 全部或部分供或曾供處理、儲存、棄置、傾倒廢棄物之任何場所所致之任何賠償責任。

- (六) 因戰爭或類似戰爭行為(不論宣戰與否)、叛亂、內亂、強力霸占所致者。
- (七) 因恐怖主義者之破壞行為所致者。(詳附加條款)
- (八) 罷工、暴動、民眾騷擾或惡意行為所致者。
- (九) 因天災所致者。但對因而引發本保險契約所承保之危險事故所致者，不在此限。
- (十) 任何直接或間接由於核廢料、核燃料、放射性物質，或任何具爆炸性核子裝置之危險性財物或核子組件引起之燃燒、爆炸、輻射或污染所致者。
- (十一) 被保險人或其受僱人之故意行為或違反政府機構之規定、法令、通知、執行命令或指示所致者。惟因第二條第二款所致者，不在此限。
- (十二) 被保險人經營非本保險契約所載之業務，或其業務未經主管機關許可者。
- (十三) 任何性質之附帶損失。  
所稱附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。
- (十四) 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，亦應由被保險人負賠償責任者，不在此限。
- (十五) 被保險人所有、管理、控制或代人保管或租借之財產受有損失之賠償責任。
- (十六) 清除污染物之費用。
- (十七) 被保險人未依法令規定進行運作設備之維修、檢查所致者。
- (十八) 被保險人已棄置之財產所致者。
- (十九) 石棉或含石棉物質或含鉛漆料裝置或使用於任何建築物或其他結構中所致者。
- (二十) 於起保時被保險人出廠已逾三十年之毒化物運作設備所致者。惟經勞工安全檢查單位檢查合格，且經本公司同意承保者不在此限。
- (二十一) 任何罰鍰、罰金或懲罰性賠款。

### **Cancellation Clause**

The Company shall at any time by giving [ insert days ] days' notice to Named Insured by registered letter at the Named Insured's address as last known to the Company, be at liberty to determine and cancel this policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance. However in cases where cover is cancelled due to non-payment of premium, the Company shall only be obliged to give [ insert days ] days notice of such cancellation.

### **USA/Canada Domiciled Operations Exclusion - exported products exception**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any USA/Canada domiciled operations except where shall only apply in respect of Bodily Injury or Property Damage occurring during the Policy Period as a result of an Occurrence caused by products insured exported into USA/Canada.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

### **EXCLUSION - EMPLOYMENT-RELATED PRACTICES**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Notwithstanding anything stated in this Policy to be contrary, it is declared and agreed that this Policy does not apply to:

"Bodily injury" to:

1. A person arising out of any:
  - a. Refusal to employ that person;
  - b. Termination of that person's employment; or
  - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

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.

### **Phthalate Exclusion Clause**

This Policy does not apply to damages claimed for any loss, demand claim or suit arising out of or related in any way to the toxic properties of phthalate or phthalate containing products materials or substances. This shall apply to all forms of phthalate including but not limited to solid, liquid vapor and fumes.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

### **EMPLOYERS' LIABILITY ENDORSEMENT**

It is hereby declared and understood that this Policy is extended to cover the Insured's legal liability to employees for Bodily Injury by accident or disease, including death at any time resulting therefrom, arising out of and in the course of their employment by the Insured.

However, this endorsement shall not be deemed to include the Insured's liability under any workmen's compensation law, labor standard law, plan or scheme, and provided also that, at the time of the claim, the Insured has complied with the local workmen's compensation law or scheme in the country of employment or have in force a workmen's compensation policy.

**[If any, Insert terms and conditions of this endorsement, ex. Sub-limit, Deductible, Territory/Jurisdiction, underlying policy information, Number of Employees/Payrolls]**

**[Insert, the following section if there is any underlying policy (limit)]**

**[In the event of failure by the Insured to maintain the aforementioned underlying policy (limit) in force, the insurance provided under this Policy shall apply in the same manner that such underlying policy has been so maintained.]**

**Subject otherwise to the terms, exceptions and conditions of this Policy.**

### **DEDUCTIBLE CLAUSE (PER CLAIM BASIS-CGL - CM)**

1. Our obligation to pay damages on behalf of you applies only to the amount of damages in excess of US\$XXXX per claim, which also applies down to any legal defense and costs.
2. The deductible amount is on a "per claim" basis under Bodily injury, Property Damage, and Personal and Advertising Injury Liability Coverage Combined, to all damages and expenses (as stipulated in "Supplementary Payment") because of:
  - (a) "Bodily injury";
  - (b) "Property damage";
  - (c) "Personal and Advertising Injury",
  - (d) "Bodily injury", "property damages", and "Personal and Advertising Injury" combined;as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
3. The terms of this insurance, including those with respect to:
  - (a) Our right and duty to defend any "suits" which is seeking those damages; and
  - (b) Your duties in the event of an "occurrence", claim, or "suit"apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part

of the deductible amount as has been paid by us.

#### **DEDUCTIBLE CLAUSE (PER CLAIM BASIS-CGL)**

1. Our obligation to pay damages on behalf of you applies only to the amount of damages in excess of US\$XXXX per claim, which also applies down to any legal defense and costs.
2. The deductible amount is on a "per claim" basis under Bodily injury, Property Damage, and Personal and Advertising Injury Liability Coverage Combined, to all damages and expenses (as stipulated in "Supplementary Payment") because of:
  - (a) "Bodily injury";
  - (b) "Property damage";
  - (c) "Personal and Advertising Injury",
  - (d) "Bodily injury", "property damages", and "Personal and Advertising Injury" combined;as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
3. The terms of this insurance, including those with respect to:
  - (a) Our right and duty to defend any "suits" which is seeking those damages; and
  - (b) Your duties in the event of an "occurrence", claim, or "suit"apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

#### **DEDUCTIBLE CLAUSE (PER CLAIM BASIS-PDL)**

1. The Company's obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the Declarations, which also applies down to any legal defense and costs.
2. The deductible amount stated in the Declarations applies on a "per claim" basis under Bodily injury and/or Property Damage Liability Coverage Combined, to all damages and expenses (as stipulated in "Supplementary Payment") because of:
  - (a) "Bodily injury";
  - (b) "Property damage";
  - (c) "Bodily injury" and "Property damages" combined;as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
3. The terms of this insurance, including those with respect to:
  - (a) The Company's right and duty to defend any "suits" which is seeking those damages; and
  - (b) Insured's duties in the event of an "occurrence", claim, or "suit".apply irrespective of the application of the deductible amount.
4. The Company may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, the Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

#### **DEDUCTIBLE CLAUSE (PER CLAIM BASIS – CGL - OC)**

1. The Company's obligation to pay damages on behalf of the Named Insured applies only to the amount of damages in excess of US\$XXXX per claim, which also applies down to any legal defense and costs.
2. The deductible amount is on a "per claim" basis under Bodily injury, Property Damage, and Personal and Advertising Injury Liability Coverage Combined, to all damages and expenses (as stipulated in "Supplementary Payment") because of:
  - (a) "Bodily injury";
  - (b) "Property damage";
  - (c) "Personal and Advertising Injury",
  - (d) "Bodily injury", "property damages", and "Personal and Advertising Injury" combined;as the result of any one "occurrence", regardless of the number of persons or organizations

who sustain damages because of that "occurrence".

3. The terms of this insurance, including those with respect to:

- (a) The Company's right and duty to defend any "suits" which is seeking those damages; and
- (b) The Named Insured's duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.

4. The Company may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

### **INSURANCE AND RELATED OPERATIONS EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY**

The following exclusion is added to 3. EXCLUSIONS of the Policy:

This Policy does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury for which the Insured may be held liable

1. Because of:

a. Any obligation assumed by any Insured; or

b. The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity endowment or employee benefit plan, including applications, receipts or binders;

2. Because of the membership in or contribution to or management or administration of any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary;

3. Resulting from the rendering of, or failure to render, the following professional services:

a. Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;

b. Effecting insurance, reinsurance or suretyship coverages;

c. Investigating, defending or settling any claim under any contract or treaty of insurance, self-insurance, reinsurance or suretyship;

d. Auditing or maintaining accounts or records of others;

e. Conducting an investment, loan or real estate department or operations;

f. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or

g. Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

All other terms and conditions remain unchanged.

### **PRODUCTS GUARANTEE / WARRANTY EXCLUSION**

This policy does not cover any legal liability arising out of or in any way connected with any product guarantee or warranty given by or on behalf of the Insured but this exclusion does not apply to legislative requirements concerning product safety and information.

### **AUTOMATIC COVER FOR NEW LOCATION**

It is hereby declared and agreed that, the indemnity provided by this policy shall apply automatically. If any part of the premium is based on estimates furnished by the Named Insured, the Named Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Named Insured shall after the expiry of each Period of Insurance furnish such information as the Company may require. The full premium shall thereupon be adjusted and the difference shall be paid by or allowed to the Named Insured.

### **EXTENDED REPORTING PERIOD CLAUSE**

It is hereby declared and agreed that [insert date] days Extended Reporting Period is provided by this policy without additional charge. Such extended reporting period starts with the end of the policy period and lasts for [insert date] days, if:

- a. This policy is cancelled or not renewed; or
- b. We renew or replace this policy with insurance that:
  - (1) Has a Retroactive Date later than the date shown in the Declarations of this policy; or
  - (2) Does not apply to "Bodily Injury" or "Property Damage" on a claims-made basis.

This Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for "Bodily Injury" or "Property Damage" that occur before the end of the policy period but not before the Retroactive Date shown in the Declarations.

This Extended Reporting Period does not apply to claims that are covered under any subsequent insurance the Insured purchases, or that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

This Extended Reporting Period does not reinstate or increase the Limits of Insurance.

All other terms and conditions remain unchanged.

### **ADDITIONAL INSURED – VENDORS 20 15**

This endorsement modifies insurance provided under the following:

#### **SCHEDULE**

Name of Person or Organization (Vendor):

Product: As per the Declarations of the Policy.

Persons Insured is amended to include as an Insured any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of the Named Insured's products shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by the Named Insured;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repackaged in the original container;
  - (e) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (f) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(g) Products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. This insurance does not apply to any insured person or organization, from whom the Named Insured has acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### **MOLESTATION EXCLUSION**

The Policy does not cover any legal liability arising out of or in any way connected with actual, threatened or perceived sexual assault, sexual harassment or molestation.

### **Employee's Working Overseas Liability Extension**

It is hereby declared and agreed that, this **Policy** extends to cover the Insured's legal liability against third party in respect of claims arising out of the Insured's employees working in **[insert overseas countries ex. New York/Burlington/San Jose]**, the details of terms and conditions are as below:

**[Insert sub-limit and deductible]**

Conditions:

1. Extending to cover the Insured's liability for damage to the property of **[insert the client of the Named Insured]** which is being worked upon by the Insured's engineers.
2. Excluding damage to property being worked upon by the Insured's engineers when they are operating machinery or equipment without the assistance of the engineers of **[insert the client of the Named Insured]**.
3. All costs and legal expenses are inclusive within the above sub-limit and deductible
4. All pollution (Including sudden and accidental pollution) are excluded under this policy.

Subject otherwise to the terms, conditions and exclusions of the original policy.

### **Employer's Liability (traveling between home and workplace) Extension**

In respect of Employer's Liability Coverage, it is declared and agreed that this Policy is extended to cover the Insured's legal liability to employees for [Insert Bodily Injury or "Bodily Injury"] arising out of employee's traveling between home and workplace.

### **PREMIUM PAYMENT WARRANTY CLAUSE**

The Insured undertakes that the premium will be paid in full to the Company within **[insert days]** days of the policy issuing day, **[insert date (mm/dd/yyyy)]**.

If the premium due under this Policy has not been so paid to the Company by the Insured in full within the aforementioned **[insert days]** days, the Company will terminate the Policy by notifying the Insured in writing. In the event of termination, premium is due to the Company on a pro rata basis for the period that the Company is on risk but the full policy premium shall be payable to the Company in the event of a loss or occurrence prior to the date of termination which may give rise to a valid claim under this Policy.

It is agreed that the Company shall give no less than **[insert days]** days prior notice of termination to the Insured. If premium due is paid in full to the Company before the notice period expires, notice of termination shall automatically be revoked. If not, the Policy shall automatically terminate upon expiration of the notice period.

If any provision of this endorsement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

### **ELECTRONIC DATA PROCESSING PROFESSIONAL LIABILITY EXCLUSION**

This endorsement modifies this Policy provided under the following:

#### **COMMERCIAL GENERAL LIABILITY**

This Policy does not apply to Bodily Injury, or Property Damage, or Personal Injury and Advertising Injury arising out of any act, error or omission with respect to data processing



services rendered by, or that should have been rendered by:

1. The Insured; or
2. Any person or organization:
  - a. For whose acts, errors or omissions the Insured is legally responsible; or
  - b. From whom the Insured assumed liability by reason of a contract or agreement.

All other terms and conditions remain unchanged.

### **Data Processing Error or Omission Exclusion**

Notwithstanding anything to the contrary elsewhere in this [insert policy or Policy], this insurance does not apply to damages claimed for the loss, destruction, erasure, or loss of use of the contents of any computer program, disk memory system, disk storage system, or any other computer or computer related memory or storage system.

Subject otherwise to the terms, exclusions and conditions of this [insert policy or Policy].

### **EFFICACY CLAUSE – Applies to Specific Products**

This endorsement solely applies to “[Insert product name.]” products or parts or components (“Specific Product”).

In respect of Specific Product, the Policy does not cover any legal liability arising out of or in any way connected with the failure of any Product to fulfill a particular purpose or intended function or meet a particular level of performance, where the Named Insured have expressly or impliedly warranted or represented that the Product will fulfill such purpose or function (including purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding Bodily Injury or Property Damage) or meet such level of performance.

### **OTHER INSURANCE REVISION CLAUSE**

It is declared and agreed that this insurance will excess over any compulsory or valid or collectible insurance which has had voluntarily or mandatory retained by the Insured.

Subject otherwise to the terms, conditions and exceptions of the policy.

### **NOSE COVERAGE ENDORSEMENT – For Specified Products**

It is hereby understood and agreed that in respect of Product insured [insert product names], coverage hereunder is extended to include claims which are first made against the Insured during the period of this Policy and which are also reported by the Insured to the Company hereunder in writing during the period of this Policy, and which arise solely out of Occurrences occurring between [insert MM/DD/YYYY] and [insert MM/DD/YYYY].

It is also understood and agreed that the inclusion of such coverage as is provided by this endorsement shall not increase or extend the aggregate limit of the Company's liability under this Policy beyond that which is specified in the Policy.

The word "claim" as used in the endorsement shall mean a written demand made on the Insured by a third party for monetary damages, claims are subject to the deductible or self-insured retention applicable during the period of this Policy.

All other terms and conditions remain unchanged.

### **PRODUCTS RECALL EXPENSE EXTENSION ENDORSEMENT (First-Party)**

#### **SCHEDULE**

In consideration of the payment of premium, in reliance upon the statements herein or attached hereto, and subject to all of the terms of this Policy, the Company agrees with the Named Insured as follows:

- A. NAMED INSURED:
- B. COMPANY'S LIMIT OF LIABILITY:
  - (i) Sub-Limit: arising out of any one Event

(ii) Sub-Limit: annual aggregate arising out of all Events during each policy year.

C. NAMED INSURED'S RETAINED LIMIT:

[insert any one occurrence or each claim] or as otherwise specified in this Policy Extension.

D. PRODUCTS/VENDORS:

E. ESTIMATED GROSS SALES RATE PER \$100 TOTAL ADVANCED PREMIUM

F. AUDIT PERIOD: Annual, unless otherwise stated

G. ANNUAL MINIMUM PREMIUM:

(In the event of early termination or cancellation of this Extension coverage by the Named Insured, the Company shall receive and retain not less than US\$XXX as the minimum earned premium.)

TERMS AND CONDITIONS

**1 Insuring Agreements**

**1.1 Coverage**

The Company will indemnify the Named Insured for Products Recall Expense caused by an Event happening within the Policy Territory during the Policy Period.

All terms, conditions, definitions and exclusions of the Policy apply to the insurance provided by this Policy Extension unless otherwise expressly amended.

**1.2 Limit of Liability**

The Company's liability for Ultimate Net Loss under this Policy Extension will not exceed the sum stated in Item B (i) of the Schedule in respect of any one Event.

The maximum liability of the Company for the Policy Period for all amounts paid or payable in respect of all Events insured under this Policy Extension will not exceed the sum stated in Item B (ii) of the Schedule.

**1.3 The Named Insured's Retained Limit**

The Company will be liable only for the Ultimate Net Loss in excess of the Named Insured's Retained Limit.

The Named Insured's Retained Limit in respect of Products Recall Expense is either of the following amounts, whichever is greater:

1.3.1 the amount stated in Item C of the Schedule, or

1.3.2 ten percent (10%) of the Ultimate Net Loss, or

1.3.3 fifteen percent (15%) of the Ultimate Net Loss in respect of Products sold or distributed in the USA and Canada,

The Named Insured's Retained Limit applies to each claim and is payable by the Named Insured at such time required by the Company.

**2 Additional Exclusions**

This Policy does not cover Products Recall Expense arising out of or in any way connected with the following:

2.1 where any Product can be identified by batch, code or other means, any Product of the same trade or brand name but of different batch, code or other identification from that which is covered under this Policy Extension.

2.2 inherent deterioration, decomposition, corruption, mutation or transformation of any Product or its packaging.

2.3 loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss.

2.4 knowledge of the Named Insured at the inception of this Policy Extension of any pre-existing condition of the Product that may result in a claim under this Policy Extension.

2.5 mislabelling or non-labelling of any Product or any container or packaging in relation to a 'use by' or 'best before' date authorised or required by a government agency or body.

2.6 continued use by the Named Insured of materials that have been banned or declared unsafe by a government agency or body or other responsible body.

- 2.7 errors or omissions of the Named Insured or any of its employees of which officers or directors of the Named Insured knew or ought to have discovered on reasonable enquiry.
- 2.8 the Genetic Modification of any Product or ingredient in the Product.
- 2.9 any Product manufactured, sold, handled or distributed more than twelve (12) months prior to xxx (insert Date – MM/DD/YY).

### 3 Additional/Amended Definitions

For the purposes of this Policy Extension only, the following definitions apply:

#### 3.1 Event means

The first discovery by the Named Insured that the use or consumption of any Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property which necessitates Recall, but only where such Recall is necessary because of:-

- 3.1.1 the accidental omission of a substance in the manufacture of the Product, or
- 3.1.2 the accidental introduction or the accidental substitution of a deleterious substance in the manufacture of the Product, or
- 3.1.3 error or deficiency in the manufacture, design, blending, mixing compounding or labelling of the Product, but only if such error or deficiency is known or recognised as such in the industry, or
- 3.1.4 a ruling of a government or other regulatory body requiring the Named Insured to recall any Product as a result of any of the matters set out in clauses 3.1.1, 3.1.2 or 3.1.3 above. However, the matters set out in clauses 3.1.1, 3.1.2 or 3.1.3 need not have occurred where the Product is not manufactured by the Named Insured provided that the Recall is unintended and unexpected from the standpoint of the Named Insured.

#### 3.2 Genetic Modification means

The modification of any living organism in which the genetic material has been altered through gene technology.

#### 3.3 Insured (Named Insured) means

The Named Insured shown on Item A of the Products Recall Expense Insurance Schedule.

#### 3.4 Product means

Goods or product(s) as specified in Item D of the Schedule (after they have ceased to be in the possession or under the control of the Named Insured) manufactured, sold, supplied or distributed by the Named Insured including any container thereof other than a vehicle associated with such container.

#### 3.5 Products Recall Expense means

The reasonable and necessary costs incurred by the Named Insured in relation to any Event for:

- 3.5.1 communications to the Named Insured's customers and to the public including media announcements,
- 3.5.2 external advice to prepare such communications,
- 3.5.3 transporting any Product from any purchaser, distributor, retailer or user to a place designated by the Named Insured,
- 3.5.4 the hire of necessary additional persons to conduct the duties performed by regular employees of the Named Insured,
- 3.5.5 remuneration paid to regular employees (other than salaried employees),
- 3.5.6 expenses incurred by employees for transportation and accommodation,
- 3.5.7 the hiring of additional warehouse or storage space, and
- 3.5.8 properly disposing of the recalled Product and packaging materials that cannot be reused.

#### 3.6 Recall means

The recovery of possession or control of any Product from a purchaser, distributor, retailer or user.

#### 3.7 Ultimate Net Loss means

The sum actually paid or payable in the settlement or satisfaction of Products Recall Expense

amounts incurred by the Named Insured after making proper deduction for all recoveries and salvages collectible.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

## **PRODUCTS RECALL EXPENSE EXTENSION ENDORSEMENT (First-Party and Third-Party)**

### SCHEDULE

In consideration of the payment of premium, in reliance upon the statements herein or attached hereto, and subject to all of the terms of this Policy, **[Insert the Company or we]** **[insert agrees or agree]** with **[insert the Named Insured or you]** as follows:

A. NAMED INSURED:

B. COMPANY'S LIMIT OF LIABILITY:

- (i) Sub-Limit: arising out of any one Event
- (ii) Sub-Limit: annual aggregate arising out of all Events during each policy year.

C. INSURED'S RETAINED LIMIT:

[insert any one occurrence or each claim] or as otherwise specified in this Policy Extension.

D. PRODUCTS/VENDORS:

E. ESTIMATED GROSS SALES                      RATE PER \$100    TOTAL ADVANCED PREMIUM

F. AUDIT PERIOD: Annual, unless otherwise stated

G. ANNUAL MINIMUM PREMIUM:

(In the event of early termination or cancellation of this Extension coverage by **[insert the Named Insured or you]**, **[insert the Company or we]** shall receive and retain not less than US\$XXX as the minimum earned premium.)

### TERMS AND CONDITIONS

#### **1            Insuring Agreements**

##### **1.1        Coverage**

[Insert The Company or we] will indemnify the Insured for Products Recall Expense caused by an Event happening within the [insert Policy Territory or "coverage territory"] during the Policy Period.

All terms, conditions, definitions and exclusions of the [insert Policy or policy] apply to the insurance provided by this Policy Extension unless otherwise expressly amended.

##### **1.2        Limit of Liability**

[Insert The Company's or Our] liability for Ultimate Net Loss under this Policy Extension will not exceed the sum stated in Item B (i) of the Schedule in respect of any one Event.

[insert The maximum liability of the Company or the most we will pay] for the [insert Policy Period or policy period] for all amounts paid or payable in respect of all Events insured under this Policy Extension will not exceed the sum stated in Item B (ii) of the Schedule.

##### **1.3        The Insured's Retained Limit**

[Insert The Company or We] will be liable only for the Ultimate Net Loss in excess of the Insured's Retained Limit.

The Insured's Retained Limit in respect of Products Recall Expense is either of the following amounts, whichever is greater:

- 1.3.1        the amount stated in Item C of the Schedule,    or
- 1.3.2        ten percent (10%) of the Ultimate Net Loss, or
- 1.3.3        fifteen percent (15%) of the Ultimate Net Loss in respect of Products sold or distributed in the USA and Canada,

The Insured's Retained Limit applies to each claim and is payable by the Insured at such time required by [insert the Company or us].

#### **2            Additional Exclusions**

This Policy does not cover Products Recall Expense arising out of or in any way connected with the following:

- 2.1 where any Product can be identified by batch, code or other means, any Product of the same trade or brand name but of different batch, code or other identification from that which is covered under this Policy Extension.
- 2.2 inherent deterioration, decomposition, corruption, mutation or transformation of any Product or its packaging.
- 2.3 loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss.
- 2.4 knowledge of the Insured at the inception of this Policy Extension of any pre-existing condition of the Product that may result in a claim under this Policy Extension.
- 2.5 mislabelling or non-labelling of any Product or any container or packaging in relation to a 'use by' or 'best before' date authorised or required by a government agency or body.
- 2.6 continued use by the Insured of materials that have been banned or declared unsafe by a government agency or body or other responsible body.
- 2.7 errors or omissions of the Insured or any of its employees of which officers or directors of the Insured knew or ought to have discovered on reasonable enquiry.
- 2.8 the Genetic Modification of any Product or ingredient in the Product.
- 2.9 any Product manufactured, sold, handled or distributed more than twelve (12) months prior to xxx (insert Date – MM/DD/YY).

### **3 Additional/Amended Definitions**

For the purposes of this Policy Extension only, the following definitions apply:

#### **3.1 Event means**

The first discovery by the Insured that the use or consumption of any Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property which necessitates Recall, but only where such Recall is necessary because of:-

- 3.1.1 the accidental omission of a substance in the manufacture of the Product, or
- 3.1.2 the accidental introduction or the accidental substitution of a deleterious substance in the manufacture of the Product, or
- 3.1.3 error or deficiency in the manufacture, design, blending, mixing compounding or labelling of the Product, but only if such error or deficiency is known or recognised as such in the industry, or
- 3.1.4 a ruling of a government or other regulatory body requiring the Insured to recall any Product as a result of any of the matters set out in clauses 3.1.1, 3.1.2 or 3.1.3 above. However, the matters set out in clauses 3.1.1, 3.1.2 or 3.1.3 need not have occurred where the Product is not manufactured by the Insured provided that the Recall is unintended and unexpected from the standpoint of the Insured.

#### **3.2 Genetic Modification means**

The modification of any living organism in which the genetic material has been altered through gene technology.

#### **3.3 Insured means**

- 3.3.1 The Named Insured shown on Item A of the Products Recall Expense Insurance Schedule, and/or
- 3.3.2 Vendors as specified in Item D of the Schedule who have directly contracted with the Named Insured and directly distributed or sold the Named Insured's Products in the regular course of their business.

The Insured does not include any person or organization from whom the Named Insured has acquired Products, or any ingredient, part or container thereof.

#### **3.4 Product means**

Goods or product(s) as specified in Item D of the Schedule (after they have ceased to be in the possession or under the control of the Named Insured), including the products that the Name Insured's Products form their parts, which are manufactured, sold, supplied or distributed by the Named Insured including any container thereof other than a vehicle associated with such container.

**3.5 Products Recall Expense** means  
 The reasonable and necessary costs incurred in relation to any Event for:

- 3.5.1 communications to the Insured's customers and to the public including media announcements,
- 3.5.2 external advice to prepare such communications,
- 3.5.3 transporting any Product from any purchaser, distributor, retailer or user to a place designated by the Insured,
- 3.5.4 the hire of necessary additional persons to conduct the duties performed by regular employees of the Insured,
- 3.5.5 remuneration paid to regular employees (other than salaried employees),
- 3.5.6 expenses incurred by employees for transportation and accommodation,
- 3.5.7 the hiring of additional warehouse or storage space, and
- 3.5.8 properly disposing of the recalled Product and packaging materials that cannot be reused.

**3.6 Recall** means  
 The recovery of possession or control of any Product from a purchaser, distributor, retailer or user.

**3.7 Ultimate Net Loss** means  
 The sum actually paid or payable in the settlement or satisfaction of Products Recall Expense amounts incurred by the Insured after making proper deduction for all recoveries and salvages collectible.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

**PRODUCTS RECALL EXPENSE EXTENSION  
 ENDORSEMENT(A)(First-Party and Third-Party)**

**SCHEDULE**

In consideration of the payment of premium, in reliance upon the statements herein or attached hereto, and subject to all of the terms of this Policy, the Company agrees with the Named Insured as follows:

- A. NAMED INSURED:
- B. COMPANY'S LIMIT OF LIABILITY:
  - (i) Sub-Limit: arising out of any one Event
  - (ii) Sub-Limit: annual aggregate arising out of all Events during each policy year.
- C. INSURED'S RETAINED LIMIT:  
 [insert any one occurrence or each claim] or as otherwise specified in this Policy Extension.
- D. PRODUCTS/VENDORS:
- E. ESTIMATED GROSS SALES                      RATE PER \$100    TOTAL ADVANCED  
 PREMIUM
- F. POLICY FORM:
- G. RETROACTIVE DATE:
- H. AUDIT PERIOD: Annual, unless otherwise stated
- I. ANNUAL MINIMUM PREMIUM:  
 (In the event of early termination or cancellation of this Extension coverage by the Named Insured, the Company shall receive and retain not less than US\$XXX as the minimum earned premium.)

TERMS AND CONDITIONS

1 Insuring Agreements  
1.1 Coverage

The Company will indemnify the Insured for Products Recall Expense caused by an Event happening within the Policy Territory during the Policy Period.

All terms, conditions, definitions and exclusions of the Policy apply to the insurance provided by this Policy Extension unless otherwise expressly amended.

1.2 Limit of Liability

The Company's liability for Ultimate Net Loss under this Policy Extension will not exceed the sum stated in Item B (i) of the Schedule in respect of any one Event.

The maximum liability of the Company for the Policy Period for all amounts paid or payable in respect of all Events insured under this Policy Extension will not exceed the sum stated in Item B (ii) of the Schedule.

1.3 The Insured's Retained Limit

The Company will be liable only for the Ultimate Net Loss in excess of the Insured's Retained Limit.

The Insured's Retained Limit in respect of Products Recall Expense is either of the following amounts, whichever is greater:

1.3.1 the amount stated in Item C of the Schedule.

The Insured's Retained Limit applies to each claim and is payable by the Insured at such time required by the Company.

2 Additional Exclusions

This Policy does not cover Products Recall Expense arising out of or in any way connected with the following:

2.1 where any Product can be identified by batch, code or other means, any Product of the same trade or brand name but of different batch, code or other identification from that which is covered under this Policy Extension.

2.2 inherent deterioration, decomposition, corruption, mutation or transformation of any Product or its packaging.

2.3 loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss.

2.4 knowledge of the Insured at the inception of this Policy Extension of any pre-existing condition of the Product that may result in a claim under this Policy Extension.

2.5 mislabelling or non-labelling of any Product or any container or packaging in relation to a 'use by' or 'best before' date authorised or required by a government agency or body.

2.6 continued use by the Insured of materials that have been banned or declared unsafe by a government agency or body or other responsible body.

2.7 errors or omissions of the Insured or any of its employees of which officers or directors of the Insured knew or ought to have discovered on reasonable enquiry.

2.8 the Genetic Modification of any Product or ingredient in the Product.

2.9 any Product manufactured, sold, handled or distributed more than twelve (12) months prior to xxx (insert Date – MM/DD/YY).

3 Additional/Amended Definitions

For the purposes of this Policy Extension only, the following definitions apply:

3.1 Event means

The first discovery by the Insured that the use or consumption of any Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property which necessitates Recall, but only where such Recall is necessary because of:-

3.1.1 the accidental omission of a substance in the manufacture of the Product, or

3.1.2 the accidental introduction or the accidental substitution of a deleterious substance in the manufacture of the Product, or

3.1.3 error or deficiency in the manufacture, design, blending, mixing compounding or labelling of the Product, but only if such error or deficiency is known or recognised as such in the industry, or

3.1.4 a ruling of a government or other regulatory body requiring the Insured to recall any Product as a result of any of the matters set out in clauses 3.1.1, 3.1.2 or 3.1.3 above.

However, the matters set out in clauses 3.1.1, 3.1.2 or 3.1.3 need not have occurred where the Product is not manufactured by the Insured provided that the Recall is unintended and unexpected from the standpoint of the Insured.

3.2 Genetic Modification means

The modification of any living organism in which the genetic material has been altered through gene technology.

3.3 Insured means

3.3.1 The Named Insured shown on Item A of the Products Recall Expense Insurance Schedule, and/or

3.3.2 Vendors as specified in Item D of the Schedule who have directly contracted with the Named Insured and directly distributed or sold the Named Insured's Products in the regular course of their business.

The Insured does not include any person or organization from whom the Named Insured has acquired Products, or any ingredient, part or container thereof.

3.4 Product means

Goods or product(s) as specified in Item D of the Schedule (after they have ceased to be in the possession or under the control of the Named Insured), including the products that the Name Insured's Products form their parts, which are manufactured, sold, supplied or distributed by the Named Insured including any container thereof other than a vehicle associated with such container.

3.5 Products Recall Expense means

The reasonable and necessary costs incurred in relation to any Event for:

3.5.1 communications to the Insured's customers and to the public including media announcements,

3.5.2 external advice to prepare such communications,

3.5.3 transporting any Product from any purchaser, distributor, retailer or user to a place designated by the Insured,

3.5.4 the hire of necessary additional persons to conduct the duties performed by regular employees of the Insured,

3.5.5 remuneration paid to regular employees (other than salaried employees),

3.5.6 expenses incurred by employees for transportation and accommodation,

3.5.7 the hiring of additional warehouse or storage space, and

3.5.8 properly disposing of the recalled Product and packaging materials that cannot be reused.

3.6 Recall means

The recovery of possession or control of any Product from a purchaser, distributor, retailer or user.

3.7 Ultimate Net Loss means

The sum actually paid or payable in the settlement or satisfaction of Products Recall Expense amounts incurred by the Insured after making proper deduction for all recoveries and salvages collectible.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

### **PRODUCTS RECALL EXPENSE EXTENSION CLAUSE (A) (First-Party and Third-Party)**

In consideration of the payment of premium, in reliance upon the statements herein or attached hereto, and subject to all of the terms of this [insert Policy or policy], [insert the Company agrees or we agree] with [insert the Named Insured or you] as follows:

A. NAMED INSURED:

B. COMPANY'S LIMIT OF LIABILITY:

(i) Sub-Limit: arising out of any one Event

(ii) Sub-Limit: annual aggregate arising out of all Events during each policy year.



C. INSURED'S RETAINED LIMIT:

[insert \$\$\$ any one occurrence or each claim] or as otherwise specified in this Policy Extension.

D. PRODUCTS/VENDORS:

E. ESTIMATED GROSS SALES                      RATE PER \$100    TOTAL ADVANCED PREMIUM

F. AUDIT PERIOD: Annual, unless otherwise stated

G. ANNUAL MINIMUM PREMIUM:

(In the event of early termination or cancellation of this Extension coverage by [insert the Named Insured or you], [insert the Company or we] shall receive and retain not less than US\$XXX as the minimum earned premium.)

**TERMS AND CONDITIONS**

1                      Insuring Agreements

1.1                    **Coverage**

[insert The Company or We] will indemnify the Insured for Products Recall Expense caused by an Event happening within the [insert Policy Territory or "coverage territory"] during the [insert Policy Period or policy period].

All terms, conditions, definitions and exclusions of the [insert Policy or policy] apply to the insurance provided by this Policy Extension unless otherwise expressly amended.

1.2                    **Limit of Liability**

[insert The Company's or Our] liability for Ultimate Net Loss under this Policy Extension will not exceed the sum stated in Item B (i) of the Schedule in respect of any one Event.

[insert The maximum liability of the Company or The most we will pay] for the [insert Policy Period or policy period] for all amounts paid or payable in respect of all Events insured under this Policy Extension will not exceed the sum stated in Item B (ii) of the Schedule.

1.3                    **The Insured's Retained Limit**

[insert The Company or We] will be liable only for the Ultimate Net Loss in excess of the Insured's Retained Limit.

The Insured's Retained Limit in respect of Products Recall Expense is either of the following amounts, whichever is greater:

1.3.1                the amount stated in Item C of the Schedule or

1.3.2                ten percent (10%) of the Ultimate Net Loss.

The Insured's Retained Limit applies to each claim and is payable by the Insured at such time required by [insert the Company or us].

2                      Additional Exclusions

This [insert Policy or policy] does not cover Products Recall Expense arising out of or in any way connected with the following:

2.1                    where any Product can be identified by batch, code or other means, any Product of the same trade or brand name but of different batch, code or other identification from that which is covered under this Policy Extension.

2.2                    inherent deterioration, decomposition, corruption, mutation or transformation of any Product or its packaging.

2.3                    loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss.

2.4                    knowledge of the Insured at the inception of this Policy Extension of any pre-existing condition of the Product that may result in a claim under this Policy Extension.

2.5                    mislabelling or non-labelling of any Product or any container or packaging in relation to a 'use by' or 'best before' date authorised or required by a government agency or body.

2.6 continued use by the Insured of materials that have been banned or declared unsafe by a government agency or body or other responsible body.

2.7 errors or omissions of the Insured or any of its employees of which officers or directors of the Insured knew or ought to have discovered on reasonable enquiry.

2.8 the Genetic Modification of any Product or ingredient in the Product.

2.9 any Product manufactured, sold, handled or distributed more than twelve (12) months prior to xxx (insert Date – MM/DD/YY).

3 Additional/Amended Definitions

For the purposes of this Policy Extension only, the following definitions apply:

3.1 **Event** means

The first discovery by the Insured that the use or consumption of any Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property which necessitates Recall, but only where such Recall is necessary because of:-

3.1.1 the accidental omission of a substance in the manufacture of the Product, or

3.1.2 the accidental introduction or the accidental substitution of a deleterious substance in the manufacture of the Product, or

3.1.3 error or deficiency in the manufacture, design, blending, mixing compounding or labelling of the Product, but only if such error or deficiency is known or recognised as such in the industry, or

3.1.4 a ruling of a government or other regulatory body requiring the Insured to recall any Product as a result of any of the matters set out in clauses 3.1.1, 3.1.2 or 3.1.3 above.

However, the matters set out in clauses 3.1.1, 3.1.2 or 3.1.3 need not have occurred where the Product is not manufactured by the Insured provided that the Recall is unintended and unexpected from the standpoint of the Insured.

3.2 **Genetic Modification** means

The modification of any living organism in which the genetic material has been altered through gene technology.

3.3 **Insured** means

3.3.1 The Named Insured shown on Item A of the Products Recall Expense Insurance Schedule, and/or

3.3.2 Vendors as specified in Item D of the Schedule who have directly contracted with [insert the Named Insured or you] and directly distributed or sold [insert the Named Insured's or your] Products in the regular course of their business.

The Insured does not include any person or organization from whom [insert the Named Insured or you] [insert has or have] acquired Products, or any ingredient, part or container thereof.

3.4 **Product** means

Goods or product(s) as specified in Item D of the Schedule (after they have ceased to be in the possession or under the control of [insert the Named Insured or you]), including the products that [insert the Name Insured's or your] Products form their parts, which are manufactured, sold, supplied or distributed by [insert the Named Insured or you] including any container thereof other than a vehicle associated with such container.

3.5 **Products Recall Expense** means

The reasonable and necessary costs incurred in relation to any Event for:

3.5.1 communications to the Insured's customers and to the public including media announcements,

3.5.2 external advice to prepare such communications,

3.5.3 transporting any Product from any purchaser, distributor, retailer or user to a place designated by the Insured,

3.5.4 the hire of necessary additional persons to conduct the duties performed by regular employees of the Insured,

3.5.5 remuneration paid to regular employees (other than salaried employees),

3.5.6 expenses incurred by employees for transportation and accommodation,

3.5.7 the hiring of additional warehouse or storage space, and

3.5.8 properly disposing of the recalled Product and packaging materials that cannot be reused.

3.6 **Recall** means

The recovery of possession or control of any Product from a purchaser, distributor, retailer or user.

**3.7 Ultimate Net Loss** means

The sum actually paid or payable in the settlement or satisfaction of Products Recall Expense amounts incurred by the Insured after making proper deduction for all recoveries and salvages collectible.

Other than as amended above, all other terms, exclusions and conditions of the [insert Policy or policy] will continue to apply.

### **FOOD &/OR DRINK POISONING CLAUSE**

The indemnity provided under this Policy shall extend to include the Insured's legal liability for [insert Bodily Injury or "bodily injury"] directly caused by food or drinks poisoning or the presence of deleterious matter in such food or drinks or the defective container of such food or drinks **[if any, Insert and happening at the Insured's premises]**.

Provided always that:

This Extension is given on the expressed condition that [insert the Company or we] shall not be liable unless the Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not good condition and to ensure that the same are free from contamination and fit for human consumption.

Subject otherwise to the terms, exceptions, conditions and jurisdiction Clause of this Policy.

### **Lessor's Liability Clause**

It is agreed and understood that this Policy is extended to cover the Insured's legal liability under the sub-limit of **[Insert amount: like US\$1,000,000 any one occurrence and annual aggregate]** for the claims made against the Insured for [insert Bodily Injury or "bodily injury"] of and/or [insert Property Damage or "property damage"] to any third party caused by fire to the buildings leased.

All other terms and conditions remained unchanged.

### **Damage to Property in course of Construction/Erection Exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any **[insert Property Damage or "property damage"]** to **[insert company's]** property which is arising directly or indirectly out of, caused by, resulting from or in connection with the Insured's construction / erection activities.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

### **AIRPORTS, AVIATION ACTIVITIES EXCLUSION**

This endorsement modifies insurance under the following:

#### **COMMERCIAL GENERAL LIABILITY**

This Policy does not apply to **[insert Bodily Injury, or "bodily injury"]**, **[insert Personal Injury and Advertising Injury or "personal and advertising injury"]**, **[insert Property Damage or "property damage"]** or any loss, demand, claim or suit arising out of the ownership, use or operation of any airfields, runways, hangars, buildings or other properties in connection with airports or aviation activities.

All other terms and conditions remain unchanged.

### **AIRCRAFT PRODUCTS – COMPLETED OPERATIONS EXCLUSION**

This endorsement modifies insurance provided under the following:

This insurance does not apply to any liability:

- A. Included within the "products-completed operations hazard" with respect to "aircraft products";
- B. Assumed by or on behalf of the insured under any contract, agreement or warranty with respect to "aircraft products"; or
- C. Arising out of the "grounding" of any aircraft.

"Aircraft products" means:

- A. Aircraft (including missiles or spacecraft) and any ground support or control equipment used therewith;
- B. Any article manufactured or furnished by or on behalf of the insured and installed in aircraft or used in connection with aircraft or as spare parts for aircraft;
- C. Ground handling tools and equipment relating to the above; or
- D. Training aids instructions, manuals, blueprints, engineering data, or engineering advice, services, or labor relating to the above.

"Grounding" means withdrawal (at or about the same time in the interest of safety) of one or more aircraft from flight operations or the imposition of speed, passenger or load limitations on such aircraft because of a like condition, or suspicion thereof, in two or more aircraft, whether such aircraft so withdrawn are owned or operated by the same or different persons, firms, or organizations. A grounding shall be deemed to commence on the date an "occurrence" discloses such condition or suspicion, or on the date an aircraft is first withdrawn from service due to such condition or suspicion, whichever first occurs.

All other terms and conditions remain unchanged.

### **MANUFACTURERS OF PROTECTIVE DEVICES AND SPRINKLER INSTALLERS EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This insurance does not apply to "bodily injury", or "property damage", including loss of real or personal property, arising out of (1) a delay or lack of performance by or on behalf of the insured, or (2) the failure of your products or work performed by or on behalf of you to meet the level of performance, quality, fitness or durability warranted or represented by you, but part (2) of this exclusion does not apply to loss of use or loss of tangible property resulting from sudden accidental physical injury to or destruction of your product or work performed by or on behalf of you after such products or work have been put to use by any person or organization.

All other terms and conditions remain unchanged.

### **ALARM OR SIGNAL INSTALLATION EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Anything in the policy to the contrary notwithstanding, it is understood and agreed that this insurance does not apply to "bodily injury" or "property damage" arising out of negligence, error or omission by the insured or any person or organization acting on his behalf, (1) in detecting, interpreting, evaluating or reporting or in a failure to detect, interpret, evaluate or report a condition at or in the premises of a client or customer of the Named Insured, or (2) in responding or in failing to respond to an alarm or signal at or from the premises of a client or customer of the Named Insured.

It is further understood that the real or personal property owned by, occupied by, rented to or leased by any customer or client of the Named Insured, shall with respect to this insurance be considered property in the care, custody or control of or property used by the Insured.

All other terms and conditions remain unchanged.

### **ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to EXCLUSIONS of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and EXCLUSIONS of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I):

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

All other terms and conditions remain unchanged.

### **Professional Liability Exclusion – Computer Software Endorsement**

This [insert policy or Policy] does not apply to [insert "bodily injury," "property damage," "personal and advertising injury" or Bodily Injury, Property Damage, Personal and Advertising Injury] arising out of the rendering of or failure to render any service by [insert you, the insured or the Insured] or [insert on your behalf, on the insured's behalf or on the Insured's behalf] in connection with the selling, licensing, franchising or furnishing of [insert your, the insured's or the Insured's] computer software including electronic data processing programs, designs, specifications, manuals and instructions.

### **EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE HAZARD (SPECIFIED OPERATIONS) EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **SCHEDULE**

Location & Description Excluded Hazard(s) of Operations: All locations where "explosion hazard", "collapse hazard", and/or "underground property damage hazard" can occur.

- A. The following exclusion is added to EXCLUSIONS of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I):

This insurance does not apply to "property damage" included within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard" if any of these hazards is entered as an excluded hazard on the Schedule.

This exclusion does not apply to:

- a. Operations performed for you by others; or
- b. "Property damage" included within the "products completed operations hazard".

- B. The following definitions are added to the DEFINITIONS (Section V):

1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
2. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

3. "Structural property damage" means the collapse of or structural injury to any building or structure due to:
  - a. Grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work; or
  - b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
4. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
5. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

All other terms and conditions remain unchanged.

### DESIGNATED ENTITY EXCLUSION

This endorsement modifies insurance provided under the following:

Notwithstanding any provision to the contrary in this Policy, including any other endorsement to this Policy:

1. **[Insert company name]** is not a Named Insured or Insured or entitled to receive proceeds or benefits under any coverage, coverage part, or coverage form of this Policy or any endorsement to this Policy (collectively, this "Policy").

For purposes of this endorsement, **[Insert company name]** also include the following:

A. Any direct or indirect subsidiary of **[Insert company name]**;

B. Any entity:

- (1) in which **[Insert company name]** owns an interest of more than 50%;
- (2) which **[Insert company name]** controls; or
- (3) for which **[Insert company name]** has the responsibility of placing or providing insurance.

For purposes of this provision, "control" means that **[Insert company name]** owns a majority ownership in, or has management control over, the entity.

2. No past, present or future officer, director, executive officer, employee, employee, volunteer, volunteer worker, or stockholder of **[Insert company name]**, however those terms are defined or designated in this Policy, is a Named Insured or Insured or entitled to received proceeds or benefits under this Policy for actual or alleged liability based upon, attributable to, arising out of, or resulting from his or her status as such officer, director, executive officer, employee, employee, volunteer, volunteer worker, or stockholder.
3. **SECTION 1 - COVERAGES** of the **COMMERCIAL GENERAL LIABILITY** is amended by adding the following provision:  
There is no coverage under this Policy, including any endorsement hereto, for any injury, damage, loss, cost, expense, claim, Suit, liability (including, but not limited to, liability which the Insured has assumed in a contract or agreement, regardless of

whether such contract or agreement is an Insured Contract) or obligation actually or allegedly caused by, resulting from, based upon, arising out of, or attributable to operations of, or goods or products manufactured, sold, handled, distributed or disposed of by, **[Insert company name]**.

All other terms and conditions remain unchanged.

### **PROPERTY DAMAGE TO “YOUR PRODUCT” EXCLUSION**

This endorsement modifies insurance under the following:

It is agreed that **SECTION 1 COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, EXCLUSINS, Property Damage to “Your Product”** is amended by adding the following:

However, for purposes of applying this exclusion, “your product” means only:

1. An integral component of a product or good, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - a. You;
  - b. Others trading under your name; or
  - c. A person or organization whose business or assets the you have acquired,  
which directly or indirectly causes an accident, damage, or injury to property of others; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such integral component.

“Your product” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in 1. and 2. above.

“Your product” does not include vending machines or other property rented to or located for the use of others but not sold.

Damage to property other than to any of the items included in 1. and 2. above will be deemed damage to property of others, subject to all other terms and conditions of this policy.

All other terms and conditions of this policy remain unchanged.

### **Capping of Limits Endorsement (HCT)**

It is agreed that:

1. This policy is amended by adding the following to Section III Limits of Liability:

- **Capping of Limits**

Notwithstanding any terms or conditions of this policy or any of the insurance policies or coverage forms or parts described below that might be construed otherwise, the maximum annual aggregate limit of liability under:

- A. This policy, and
- B. Any commercial general liability insurance policy or coverage form or part that is reinsured by Chubb INA Overseas Insurance, Ltd. and Chubb American Insurance Company to Electric Insurance Company under the Facultative Reinsurance Agreement effective **[insert]**, as amended, and

C. Any human clinical trials liability insurance policy or coverage form or part that is reinsured by Chubb INA Overseas Insurance Company, Ltd. and Chubb American Insurance Company to Electric Insurance Company under the Facultative Reinsurance Agreement effective **[insert]**, as amended,

combined, shall be the **Aggregate Limit of Liability** shown in the **Schedule** below (the "**Aggregate Limit**").

**Schedule**

**Aggregate Limit of Liability:**  
**[insert amount]**

Nothing in this provision shall increase any applicable aggregate limit of liability or limit of insurance of this policy or any other insurance policy.

All other terms and conditions of this policy remain unchanged.

**ABSOLUTE EXCLUSION – DATA RISK & CYBER LIABILITY)**

This [insert: Policy or policy] does not apply in respect of any loss, damage, liability, claim, cost or expense arising directly or indirectly from or in connection with:

**Data Risk**

the modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of **Data** or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains **Data**.

**Cyber**

- i) unauthorised access (including access by **Malware**) to;
- ii) the presence of **Malware** on;
- iii) the spread of **Malware** by;
- iv) the unauthorised use of;
- v) the malicious use of; or
- vi) malicious interference with (including, but not limited to, a distributed denial of service attack against);

any **Computer System**:

- a) owned, operated, controlled, leased or used; or
- b) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed;

by or on behalf of [insert: the Insured or you].

For the purposes of this exclusion only:

**Computer System means**

any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.



**Data means**

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to [insert: the Insured or you].

**Malware means**

programmes, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or **Data** within, any software or **Computer System**, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

**EXCLUSION – CYBER LIABILITY**

This [insert: Policy or policy] does not apply in respect of any loss, damage, liability, claim, cost or expense arising directly or indirectly from or in connection with:

- i) unauthorised access (including access by Malware) to;
- ii) the presence of Malware on;
- iii) the spread of Malware by;
- iv) the unauthorised use of;
- v) the malicious use of; or
- vi) malicious interference with (including, but not limited to, a distributed denial of service attack against);

any **Computer System**:

- a) owned, operated, controlled, leased or used; or
- b) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed;

by or on behalf of [insert: the Insured or you].

For the purposes of this exclusion only:

**Computer System means**

any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

**Data means**

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to [insert: the Insured or you]

**Malware means**

programmes, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or **Data** within, any software or **Computer System**, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

**EXCLUSION – DATA RISK**

This [insert: Policy or policy] does not apply in respect of any loss, damage, liability, claim, cost or expense arising directly or indirectly from or in connection with the modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of **Data** or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains **Data**.

For the purposes of this exclusion only:

**Data means**

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to [insert: the Insured or you].

**Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

**1 COVERAGES**

Subject to the terms, exclusions, definitions, conditions and limitations of this Policy the Company will pay on behalf of the Insured for:

**1.1 Public and Products Liability Coverage**

All sums which the Insured becomes legally liable to pay as Compensation in respect of:

1.1.1 Bodily Injury, or

1.1.2 Personal Injury and Advertising Injury, or

1.1.3 Property Damage,

- occurring within the Policy Territory,

- during the Policy Period,

- as a result of an Occurrence, and

- happening in connection with the Insured's Business or Products.

**1.2 Medical Payments Coverage**

Medical Expenses for Bodily Injury caused by an accident:

- On premises the Named Insured owns or rents, or

- On ways next to premises the Named Insured owns or rents, or

- Because of the Named Insured's operations,

Provided that:

- The accident occurs within the Policy Territory, and

- The expenses are incurred and reported to the Company within one year of the date of the accident, and

- The injured person submits to examination, at the Company's expense, by medical persons approved by the Company, as often as reasonably required by the Company.

The Company will make these payments regardless of fault.

**1.3 Limits of Liability**

Unless otherwise stated in this Policy, the Company's liability to indemnify the Insured will not exceed the sum stated in the Schedule in respect of any one Occurrence

The Company's Aggregate Liability for all Occurrences relating to liability for Products will not exceed the sum stated in the Schedule.

The Company's liability to indemnify the Insured in respect of Coverage 1.2 Medical Payments will not exceed the sum stated in the Schedule.

Aggregate Liability means the maximum liability of the Company under this Policy for the Policy Period.

**1.4 Supplementary Payments**

Where the Company is indemnifying the Insured under this Policy, the Company will pay:

1.4.1 all defence and investigation costs incurred by the Company.

1.4.2 all reasonable costs, fees and expenses incurred by the Insured with the agreement of the Company, including actual loss of earnings up to \$250 per day due to time off from work.

1.4.3 up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any Vehicle to which coverage under Coverage 1.1 of this Policy applies. The Company is not required to furnish these bonds.

1.4.4 the cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. The Company is not required to furnish these bonds.

1.4.5 all costs taxed against the Insured in respect of Compensation payable under this Policy.

1.4.6 prejudgment interest awarded against the Insured on that part of the judgment paid by the Company. If the Company makes an offer to pay the applicable limit of liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

1.4.7 all interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the

judgment that is within the applicable limit of liability.

If the Company defends an Insured in respect of Suit to which this insurance applies and an indemnitee of the Insured is also named as a party to the Suit, the Company will defend that indemnitee if all of the following conditions are met:

- a) the Suit against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an Insured Contract;
- b) this insurance applies to such liability assumed by the Insured;
- c) the obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the Insured in the same Insured Contract;
- d) the allegations in the Suit and the information which is known about the Occurrence are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
- e) the indemnitee and the Insured have requested the Company to conduct and control the defence of that indemnitee against such Suit and agree that the Company can assign the same counsel to defend the Insured and the indemnitee; and the indemnitee agrees in writing to:
  - (i) cooperate with the Company in the investigation, settlement or defence of the Suit;
  - (ii) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the Suit;
  - (iii) notify any other insurer whose coverage is available to the indemnitee; and
  - (iv) cooperate with the Company with respect to coordinating other applicable insurance available to the indemnitee; and
  - (v) Provide the Company with written authorization to obtain records and other information related to the Suit; and conduct and control the defence of the indemnitee in such Suit.

On complying with the above conditions, attorneys' fees incurred by the Company in the defence of that indemnitee, necessary litigation expenses incurred by the Company and necessary litigation expenses incurred by the indemnitee at the Company's request will be paid as Supplementary Payments.

Supplementary payments are payable subject to the following:

1.4.8 the Company is not obliged to pay any defence costs or expenses or to defend any Suit after the Company's liability under this Policy to indemnify the Insured has been exhausted.

1.4.9 The total amount payable by the Company under this Policy including all supplementary payments will not exceed the limit of liability stated in the Schedule.

#### 1.5 Deductible

The Deductible is the amount stated in the Schedule payable by the Insured.

The Deductible applies to any one Occurrence and is payable by the Insured at such time required by the Company.

The Company's liability to indemnify the Insured under this Policy is over and above the Deductible.

### 3 EXCLUSIONS

Exclusions applicable to all Coverages

This Policy does not cover any legal liability arising out of or in any way connected with the following:

3.1 asbestos or materials containing asbestos.

3.2 any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

3.3 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

3.4 ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste

whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

3.5 fines or penalties or punitive or exemplary damages.

3.6 the discharge, dispersal, release, seepage, migration or escape of Pollutants, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up Pollutants. However, the Company will cover liability for Bodily Injury, Personal Injury or Property Damage otherwise excluded under this exclusion 3.6 which arises from a sudden, identifiable, unintended and unexpected event from the standpoint of the Insured which takes place in its entirety at a specific time and place and occurs outside of the United States of America, Canada and their respective protectorates and territories.

3.7 the cost of preventing the escape of Pollutants.

3.8 any liability assumed under a contract or agreement, except where:

3.8.1 that liability would otherwise exist at law in the absence of the contract or agreement; or

3.8.2 the contract or agreement is an Insured Contract and the liability does not arise by reason of an obligation to insure a leased property or an obligation to indemnify a landlord irrespective of fault.

3.9 Property Damage to Impaired Property or property that has not been physically damaged or destroyed, arising out of

3.9.1 a delay in or lack of performance by or on behalf of the Insured in respect of any contract or agreement.

3.9.2 a defect, deficiency, inadequacy or dangerous condition of a Product performed by or on behalf of the Insured, or

3.9.3 but this Exclusion 3.9 does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product performed by or on behalf of the Insured after it has been put to its intended use.

3.10 the recall, inspection, repair, adjustment, removal, replacement or loss of use of any Product or Impaired Property completed by or for the Insured.

3.11 any product guarantee or warranty given by or on behalf of the Insured but this exclusion

3.11 does not apply to legislative requirements concerning product safety and information.

3.12 the ownership, operation or navigation of any Aircraft or hovercraft.

3.13 the ownership, operation or navigation of any Watercraft exceeding 15 metres in length while on, in or under the water. But this exclusion will not apply to Watercraft not owned or operated by the Insured but used by the Insured for business entertainment purposes.

3.14 any Product that is incorporated with the Insured's knowledge in an Aircraft which affects the flying capabilities of an Aircraft.

3.15 the use of a Vehicle owned by, or in the physical or legal control of the Insured which is required by law to be registered, or in respect of which insurance is required by virtue of any legislation,

but this exclusion 3.15 does not apply to:

(a) a Vehicle (other than a Vehicle owned or used by or on behalf of the Insured) whilst that Vehicle is in a car park owned or operated by the Insured other than for income or reward as a car park operator; or

(b) Bodily Injury, Personal Injury or Property Damage occurring during the loading or unloading of a Vehicle caused by or arising from the collection or delivery of any goods from or to the Vehicle where such Bodily Injury, Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability; or

(c) Bodily Injury, Personal Injury or Property Damage caused by the use of any tool, plant or equipment forming part of or attached to or used in connection with any Vehicle and where applicable legislation does not require insurance against such liability.

3.16 the rendering of or failure to render professional advice or service by the Insured given for a fee, or any error or omission connected therewith.

3.17 any liability:

3.17.1 in respect of Bodily Injury or Personal Injury to any employee of the Insured arising out of or in the course of employment by the Insured or performing duties related to the conduct of the Insured's business.

3.17.2 which the Insured is or would be entitled to indemnity under any fund, scheme, policy of

insurance or self insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected.

3.17.3 imposed by any law relating to the provision of disability benefits or unemployment compensation.

3.18 Property Damage to property owned, rented, loaned or hired by the Insured or otherwise in the Insured's care custody or control other than:

3.18.1 premises tenanted, leased or hired by the Insured;

3.18.2 Vehicles (other than Vehicles owned or used by or on behalf of the Insured) in the Insured's care, custody or control but only whilst such Vehicles are in a car park owned or operated by the Insured other than for income or reward as a car park operator.

3.19 Property Damage to:

3.19.1 any Product or any part of it if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof; or

3.19.2 any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the Insured or on the Insured's behalf, or by reason of materials or equipment which are proved to be defective or inadequate in connection with such work, but this exclusion 3.19.2 does not apply to Property Damage resulting from such work.

3.20 Bodily Injury, Personal Injury, Advertising 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.

3.21 lead or materials or Products containing lead.

3.22 any liability arising out of Advertising Injury, in respect of:

3.22.1 failure of performance of contract but this exclusion 3.22.1 does not apply to claims for unauthorised appropriation of ideas based upon breach of an implied contract;

3.22.2 infringement of trade mark, service mark or trade name, but this shall not relate to titles or slogans;

3.22.3 incorrect description of any good or product;

3.22.4 mistake in advertised price.

Additional Exclusions applicable to Coverage 1.2 – Medical Payments

The Company will not pay Medical Expenses:

3.23 for Bodily Injury to any Insured.

3.24 for Bodily Injury to a person hired to perform work for or on behalf of any Insured or a tenant of any Insured.

3.25 for Bodily Injury to a person injured on that part of premises owned or rented by the Insured that the person normally occupies.

3.26 if in respect of the Bodily Injury a person benefits are payable or must be provided under a workers compensation or disability law or a similar law.

3.27 to a person injured while taking part in athletic activities.

3.28 where coverage is otherwise provided under Insuring Agreement 1.1.

## **Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

### **ADDITIONAL INSURED - VENDORS (Chubb CG 20 15)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

#### **SCHEDULE**

Name of Person or Organization (Vendor):

Product: As per the Schedule of the Policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Schedule of the Policy as applicable to this endorsement.)

The definition of 2.1 Insured is amended to include, as an Insured, any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to Bodily Injury or Property Damage arising out of Product shown in the Schedule which are distributed or sold in

the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - (a) Bodily Injury or Property Damage for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by the Named Insured;
  - (c) Any physical or chemical change in the Product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the Product;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendors' premises in connection with the sale of the Product;
  - (g) Product which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. This insurance does not apply to any insured person or organization, from whom the Named Insured have acquired such Product, or any ingredient, part or container, entering into, accompanying or containing such Product.

### **Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

#### **INDEPENDENT CONTRACTORS LIABILITY ENDORSEMENT (A)**

It is agreed that this Policy extends to indemnify all sums which the Insured shall become legally liable to pay as Compensation for bodily injury or damage to property arising out of or caused by or in connection with the alteration of and/or addition to any premises owned occupied or managed by the Insured .

However, this Policy does not extend to indemnify all sums which the Insured shall become legally liable to pay as Compensation for damage to any of following property arising out of or caused by or in connection with the alteration of and/or addition to any premises owned occupied or managed by the Insured:

- (a) construction/erection machinery, tool and materials and/or construction/erection plant and equipment; or
- (b) properties located on or adjacent to the site and belonging to or held in care, custody, or control of the Insured, the contractor and/or their subcontractors.

It is further agreed that this extension shall not be liable for any claim recoverable from any valid Third Party Liability Insurance or the third party liability section of any Contractor's All Risks Insurance held by the Insured.

The contract value under this extension shall not exceed [insert amount] each contract.

All other terms and conditions remain unchanged.

#### **Difference in Conditions-Limits Endorsement(安達產物條件-責任限額差異附加條款)**

##### **1. Difference in Conditions**

Where a claim is made under the Specified Policy and is rejected as not being within its policy terms and conditions then this [insert Policy or policy] will operate to provide an indemnity but only to the extent that [insert the Company or we] would have accepted that claim had it been made under this [insert Policy or policy] provided however that [insert the Company or we] shall not be liable to pay the amount of any excess or deductible that would have applied under such Specified Policy.

##### **2. Difference in Limits**

In the event that a claim is payable under the Specified Policy and the total amount of the claim exceeds the limit of liability thereunder, this [insert Policy or policy] will pay the difference between the limit of liability payable under such Specified Policy and the corresponding limit for this [insert Policy or policy].

It is hereby understood and agreed that the terms, definitions, exclusions and

conditions contained in or endorsed onto this Policy shall be those used to determine the Company's liability under this Difference in Limits clause.

For the purposes of this Endorsement, the following Definition is added to this [insert Policy or policy]:

Specified Policy means \_\_\_\_\_

All the other terms and conditions remain unchanged.

**Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

**ADDITIONAL INSURED (VENDORS-BROAD FORM) Without directly**

The Definition of 2.1 Insured is amended to include any person or organization designated below (herein referred to as vendor), as an Insured, but only with respect to Bodily Injury or Property Damage arising out of Product designated below which are distributed or sold by the vendor. It is also understood that the vendor has contracted with the Named Insured in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
  - (a) Any express warranty unauthorized by the Named Insured;
  - (b) Bodily Injury or Property Damage arising out of
    - (i) any physical or chemical change in the form of the Product made intentionally by the vendor.
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
    - (iii) demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the Product.
    - (iv) any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the Product.
    - (v) Product which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as Insured, from whom the Named Insured have acquired such Product or any ingredient, part or container, entering into, accompanying or containing such Product.

**SCHEDULE**

Name of Person or Organization(Vendor) :

Product: As per the Schedule of the Policy

**Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

**ADDITIONAL INSURED (VENDORS-BROAD FORM)**

The Definition of 2.1 Insured is amended to include any person or organization designated below (herein referred to as vendor), as an Insured, but only with respect to Bodily Injury or Property Damage arising out of Product designated below which are directly distributed or sold by the vendor. It is also understood that the vendor has directly contracted with the Named Insured in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
  - (a) Any express warranty unauthorized by the Named Insured;
  - (b) Bodily Injury or Property Damage arising out of
    - (i) any physical or chemical change in the form of the Product made intentionally by the vendor.
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or

the substitution of parts under instruction from the manufacturer and then repacked in the original container.

(iii) demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the Product.

(iv) any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the Product.

(v) Product which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. The insurance does not apply to any person or organization, as Insured, from whom the Named Insured have acquired such Product or any ingredient, part or container, entering into, accompanying or containing such Product.

#### SCHEDULE

Name of Person or Organization(Vendor) :

Product: As per the Schedule of the Policy

#### **Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

#### **POLLUTION EXCLUSION –ABSOLUTE**

Notwithstanding anything stated in this Policy to be contrary, it is declared and agreed that this Policy does not cover any legal liability arising out of or in any way connected with the following: the discharge, dispersal, release, seepage, migration or escape of Pollutants, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up Pollutants.

All the other terms and conditions remain unchanged.

#### **Amendment to Contractual Liability Endorsement-for designated vendor(s)**

The definition of 2.9 Insured Contract is amended to include the following:

2.9.3 That part of the specified purchase contract(s) or agreement(s) pertaining to the Insured's business Insured signed with **[Insert vendor's name]**, under which Insured assume the tort liability of **[Insert vendor's name]** to pay for Bodily Injury or Property Damage to a third person or organization, as permitted under the applicable laws. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

All the other terms and conditions remain unchanged.

#### **Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

#### **Hot Work Clause**

This Policy does not indemnify the Insured or any other person for any liability directly or indirectly caused by, arising out of or in any way connected with any Hot Work unless Hot Work is conducted in full compliance with the rules, regulations and requirements of the relevant port or governmental authorities.

For the purpose of this endorsement, Hot Work means the use of oxyacetylene torches, welding or soldering equipment and oil/gas tank cleaning equipment, including fire or spark producing activities that may increase the risk of fire or explosion, introduction of a non-certified ignition source into a classified hazardous area, activities within a hazardous area that have the potential to cause a release of gas in that hazardous area, and activities within a hazardous area that have the potential to cause a large dense dust cloud in that hazardous area.

#### **Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**



**EXCLUSION-DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Description of Professional Services:** Consulting, Electromagnetic Fields

With respect to any professional services shown in the Schedule, this insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" due to the rendering or failure to render any professional service.

**Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

**Exhibition Liability Endorsement**

It is hereby declared and agreed that this Policy is extended to cover the Insured for all sums which the Insured shall become legally liable to pay as compensation for Bodily Injury or Property Damage arising through or in connection with the participation in any exhibition, trade fair or demonstration anywhere within Policy Territory, including legal liability for damage to the premises / venue housing such exhibition, trade fair or demonstration.

In the meanwhile, it is also mutually agreed that the show's producer and landlord of the trade show space shall be as additional insureds under this endorsement.

All other terms and conditions remain unchanged.

**Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

**Exhibition Liability Endorsement (A)**

It is hereby declared and agreed that this Policy is extended to cover the Insured for all sums which the Insured shall become legally liable to pay as compensation for Bodily Injury or Property Damage arising through or in connection with the participation in any exhibition, trade fair or demonstration anywhere within Policy Territory, including legal liability for damage to the premises / venue housing such exhibition, trade fair or demonstration.

In the meanwhile, it is also mutually agreed that the show's producer, the official contractors nominated for the show (exhibition), and landlord of the trade show space shall be as additional insureds under this endorsement.

All other terms and conditions remain unchanged.

**ELEVATORS/ESCALATORS/CRANE/FORKLIFT LIABILITY ENDORSEMENT**

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that the within Policy, subject to its terms, limitation and conditions, will extend to cover the Insured's legal liability arising out of any claim made in respect of elevators, escalators, crane and forklift warranted that regular inspection and maintenance of the insured elevators, escalators, crane and forklift shall be carried out by authorized contractors.

**FIRE BRIGADE & WATER DAMAGE ENDORSEMENT**

This Policy is extended to cover claims made in respect of damage to the property of the third parties arising out of the use of water or chemical by the Fire Services Department to extinguish a fire in the Insured's described premises.

**FOOD &/OR DRINK POISONING ENDORSEMENT**

This Policy is extended to cover the Insured's legal liability for poisoning of any kind arising from food &/or drink sold or supplied or to the presence of deleterious matter in such food &/or drink supplied by the Insured to any person (including a person in the Insured's service or acting on behalf of the Insured or any employee of the Insured).

**INDEPENDENT CONTRACTORS LIABILITY ENDORSEMENT**

It is agreed that this Policy extends to indemnify all sums which the Insured shall become legally liable to pay as Compensation for bodily injury or damage to property arising out of or caused by or in connection with the alteration of and/or addition to any premises owned occupied or managed by the Insured .

It is further agreed that this extension shall not be liable for any claim recoverable from any valid Third Party Liability Insurance or the third party liability section of any Contractor's All Risks Insurance held by the Insured.

The contract value under this extension shall not exceed [insert amount] each contract.

### **Errors And Omissions Liability Insurance Endorsement (Claims-Made Form)**

By way of endorsement to this Policy, it is hereby agreed the Policy extends to provide coverage as follows (subject otherwise to all other terms, exclusions, definitions, conditions, and limitations of this Policy):

#### **1. Errors and Omissions Insuring Agreement**

The Company shall indemnify the Insured against all sums which the Insured shall become legally liable to pay as Damages in respect of financial loss solely and directly attributable to any negligent act, negligent error or omission committed or alleged to have been committed by or on behalf of the Insured in connection with the Insured's Products specified in Item 6.5 of the E&O Schedule under this Endorsement and provided that:

- (a) such act, error or omission occurs:
  - (i) after the E&O Retroactive Date specified in Item 6.2 of the E&O Schedule forming part of this Endorsement; and
  - (ii) within the Policy Territory; and
  - (iii) in connection with Insured's Business; and
- (b) the Claim is first made against the Insured and notified to the Company in writing after the E&O Effective Date and prior to the expiry of the Policy Period.

#### **2. E&O Limit of Liability**

The maximum aggregate liability of the Company for all Claims under this Endorsement is the amount specified in Item 6.3 of the E&O Schedule forming part of this Endorsement.

Nothing in this Endorsement shall extend the Policy Aggregate Liability for all Occurrences relating to liability for Products specified in the Schedule.

#### **3. Exclusions**

The Errors and Omissions Insuring Agreement does not cover any liability directly or indirectly caused by, arising out of or in any way connected with:

- 3.1. any Claim made or threatened or in any way intimidated against the Insured prior to the commencement of the E&O Effective Date.
- 3.2. any matter notified in whole or in part to the Company or any other insurer before the E&O Effective Date.
- 3.3. any Claim arising from circumstances existing prior to the E&O Effective Date and which the Insured knew or ought reasonably to have known were likely to give rise to a Claim against the Insured.
- 3.4. any alleged or actual breach of a duty owed in the capacity of a director, secretary or officer of a body corporate.
- 3.5. the issuance by an Insured of any prospectus or any other form of public offering.
- 3.6. the insolvency, bankruptcy or liquidation of an Insured.
- 3.7. any failure or omission to effect or maintain insurance.
- 3.8. Bodily Injury, Property Damage, Personal Injury, or Advertising Injury which is covered by the Policy to which this Endorsement applies.
- 3.9. any liability assumed under a contract or agreement unless such liability would otherwise exist at law in the absence of the contract or agreement.
- 3.10. any Claim brought or maintained by or on behalf of:
  - (a) any Insured or parent company of any Insured; or
  - (b) any entity within the same group of companies as the Insured.
- 3.11. the rendering of or failure to render professional advice or service given for a fee.
- 3.12. any Claim arising from delay in the performance of services, including any delay

in delivery or failure to deliver Product.

- 3.13. any assertion, infringement or violation of intellectual property rights or laws including patent, copyright, trademark, service mark, trade dress, trade name, trade secret or other designation of origin or authenticity.
- 3.14. any Claim for adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of Product or Impaired Property.

#### 4. Deductible

The Deductible applicable for this Endorsement is the amount specified in Item 6.4 of the E&O Schedule forming part of this Endorsement payable by the Insured. The E&O Deductible applies to each and every Claim and is payable by the Insured at such time required by the Company. The Company's liability to indemnify the Insured under this Endorsement is over and above the E&O Deductible.

#### 5. Additional/Amended Definitions

For the purposes of this Endorsement only, the following definitions apply:

5.1. Claim means

5.1.1 written demand against the Insured for Damages; or

5.1.2 originating process for recovery of Damages issued against the Insured.

All Claims that arise from one source or original cause are deemed to constitute one Claim.

5.2 Damages means

Monies paid or payable by judgement or settlement together with any liability on the Insured's part to pay legal costs and expenses for any financial loss in respect of which this Endorsement applies.

5.3 E&O Effective Date means

The date specified in Item 6.1 of the E&O Schedule forming part of this Endorsement.

5.4 E&O Retroactive Date means

The date specified in Item 6.2 of the E&O Schedule forming part of this Endorsement.

#### 6. E&O Schedule

6.1. E&O Effective Date :

6.2. E&O Retroactive Date :

6.3. E&O Limit of Liability : US\$

6.4. E&O Deductible : US\$ each and every Claim

6.5. E&O Products :

#### 7. Conditions

Where conditions of the Policy to which this Endorsement attaches refer to an Occurrence, the same policy conditions are applicable in respect of a Claim as defined in this Endorsement.

#### 8. Important Notice

Claims Made Insurance

The cover provided by this Endorsement is provided on a claims made basis. This means that it only covers claims that are both first made against the Insured and notified in writing to the Company during the Policy Period.

In all other respects, this Policy remains unaltered.

### Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)

#### DESIGNATED PRODUCTS EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY

Description of the products: [ ]

This Policy does not apply to Bodily injury or Property Damage arising out of the above designated products shown in the Schedule.

### Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)

#### INTERCOMPANY PRODUCTS SUITS EXCLUSION

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This Policy does not apply to any legal liability arising out of or in any way connected with any

Named Insured against another Named Insured because of Bodily Injury or Property Damage arising out of Product

**Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

**DELIBERATE ACTS EXCLUSION**

This policy does not apply to liability in respect of Property Damage and/or Bodily Injury resulting from a deliberate act or omission of the Insured, its directors, partners or managerial employees, where such liability could reasonable have been expected having regard to the nature and circumstance of such act or omission. This Exclusion shall also apply in respect of any deliberated act or omission by any other party claiming indemnity, but only so far as indemnity to such party is concerned but this Exclusion shall not apply to Property Damage and/or Bodily Injury resulting from the use of reasonable force to protect persons or property.

**Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

**TESTING OR CONSULTING ERRORS AND OMISSIONS EXCLUSION**

The following exclusion is added to 3. EXCLUSIONS of the Policy:

This Policy does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of:

1. An error, omission, defect or deficiency in:
  - a. Any test performed; or
  - b. An evaluation, a consultation or advice given, by or on behalf of any insured;
2. The reporting of or reliance upon any such test, evaluation, consultation or advice; or
3. An error, omission, defect or deficiency in experimental data or the insured's interpretation of that data.

All other terms and conditions remain unchanged.

**Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

**FIDUCIARY OR REPRESENTATIVE LIABILITY OF FINANCIAL INSTITUTIONS EXCLUSION**

This endorsement modifies this Policy provided under the following:

**COMMERCIAL GENERAL LIABILITY**

The following exclusion is added to 3. EXCLUSIONS of the Policy:

This Policy does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the ownership, maintenance or use, including all related operations, of property in which the Insured are acting in a fiduciary or representative capacity.

All other terms and conditions remain unchanged.

**Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (OCCURRENCE FORM)**

**SELF INSURED RETENTION CLAUSE (A)**

Self Insured Retention means the amount stated in (a) below, which is payable by the Insured.  
(d) **[insert amount]** each and every Occurrence in respect of **[insert coverage(s) or Products or both]** under this policy.

The liability of the Company to indemnify the Insured under this policy is over and above the Self Insured Retention and is subject to the following conditions:

1. The Company shall have no obligation to make any payment in respect of an Occurrence within the Self Insured Retention. The Insured shall be solely responsible for any payment in

- respect of an Occurrence within the Self Insured Retention.
2. The Self Insured Retention is inclusive of the Supplementary Payments (including legal costs and expenses) relating to an Occurrence.
  3. The amount of each claim shall include the following (paid or otherwise):
    - (vii) compensation or damages payable under the policy; and
    - (viii) all amounts under the Supplementary Payments (including legal costs and expenses).
  4. The Insured will provide the Company with a complete list of all claims reported which do not exceed the Self Insured Retention on quarterly basis.
  5. The Insured will notify the Company immediately in the event a claim may exceed **[insert xx%]** of the Self Insured Retention.
  6. In the event that, in the reasonable opinion of the Company, a claim to which this policy may apply is likely to exceed the Self Insured Retention, the Company shall have the right, but not the duty, to associate in the investigation, defence or settlement of such claim.

## **Chubb COMMERCIAL GENERAL LIABILITY INSURANCE (FOR CONSTRUCTION RISK)(OCCURRENCE FORM)**

### **1 COVERAGES**

Subject to the terms, exclusions, definitions, conditions and limitations of this Policy the Company will pay on behalf of the Insured for:

#### **1.1 Public Liability Coverage**

All sums which the Insured becomes legally liable to pay as Compensation in respect of:

- 1.1.1 Bodily Injury, or
- 1.1.2 Personal Injury and Advertising Injury, or
- 1.1.3 Property Damage,

- first occurring during the Policy Period, within the Policy Territory as a result of an Occurrence in connection with the performance of the Insured's Project described in the Schedule

### **3 EXCLUSIONS**

Exclusions applicable to all Coverages

This Policy does not cover any liability arising out of or in any way connected with the following:

- 3.1 asbestos or materials containing asbestos.
- 3.2 any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- 3.3 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
- 3.4 ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.
- 3.5 fines or penalties or punitive or exemplary damages.
- 3.6 the discharge, dispersal, release, seepage, migration or escape of Pollutants, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up Pollutants.
- 3.7 the cost of preventing the escape of Pollutants.
- 3.8 any liability assumed under a contract or agreement, except where that liability would otherwise exist at law in the absence of the contract or agreement.
- 3.9 Products-Completed Operation Hazard
- 3.10 the ownership, operation or navigation of any Aircraft or hovercraft.
- 3.11 the ownership, operation or navigation of any Watercraft exceeding 8 metres in length while on, in or under the water. But this exclusion will not apply to Watercraft not owned or operated by the Insured but used by the Insured for business entertainment purposes.
- 3.12 any Product that is incorporated with the Insured's knowledge in an Aircraft which

affects the flying capabilities of an Aircraft.

3.13 (a) the rendering of or failure to render professional advice or service by the Insured given for a fee, or any error or omission connected therewith

(b) any error in advice, design formula or specification or

(c) a breach of the duty owed in a professional capacity by the Insured.

3.14 the use of a Vehicle owned by, or in the physical or legal control of the Insured which is required by law to be registered, or in respect of which insurance is required by virtue of any legislation.,

3.15 any liability:

3.15.1 in respect of Bodily Injury or Personal Injury to any employee of the Insured arising out of or in the course of employment by the Insured or performing duties related to the conduct of the Insured's business.

3.15.2 which the Insured is or would be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected.

3.15.3 imposed by any law relating to the provision of disability benefits or unemployment compensation.

3.16 Property Damage to property owned, rented, loaned or hired by the Insured or otherwise in the Insured's care, custody or control.

3.17 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.

3.18 lead or materials or Products containing lead.

3.19 damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement).

3.20 cessation of work whether total or partial for consecutive, nonstop 30 calendar days.

3.21 liability in respect of loss of or damage to permanent or temporary works or materials forming part of the Insured Project

3.22 liability consequent upon any agreement by the Insured to pay any sum by way of indemnity or otherwise or predetermined penalties or liquidated damages imposed under any contract entered into by the Insured

3.23 death, bodily injury, illness or diseases arising out or in the course of undertaking any activity in connection with the Insured Project in respect of

(a) any person employed directly or indirectly by the employer or any contractor and/or sub-contractor of any tier and

(b) any person to whom any part of the Insured Project has been sub-contracted including but not limited to self-employed person(s) and/or sole proprietor

(c) liability in respect of compensation claimed from the Insured by any injured person or dependent under any Labour Law or similar legislation.

3.24 liability as a result of loss of or damage to existing underground services (such as water, gas and sewage pipes, electric and telephone cables) unless:

(a) prior to the commencement of excavation, the Insured has inquired with the relevant authorities about the exact position of such services

(b) in the event of the relevant authorities indicating the presence of such services in the vicinity of the Site the Insured shall proceed to locate such services by the hand digging of trial pits prior to any mechanical excavation and

(c) if such services cannot be located by hand digging the Insured shall approach each relevant authority and seek their assistance in locating its services.

The liability of the Company shall be restricted to the cost of repair or replacement or reinstatement of such damaged service and shall not extend to cover any consequential loss resulting from the interruption of the services.

3.25 hot work except it is conducted in full compliance with the rules, regulations and requirements of the relevant port or governmental authorities.

3.26 any claims made or any proceeding or action instituted against the Insured in any jurisdiction other than the Policy Jurisdiction.

3.27 any trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance, including, but not limited to the payment of claims.

## **ADVERTISING SIGNS AND DECORATIONS CLAUSE**

It is agreed that this Policy extends to indemnify all sums which [Insert the Insured is or you are] legally liable to pay as [insert Compensation or Damages] for [insert Bodily Injury or Property Damage or "bodily injury" or "property damage"] arising out of or caused by or in connection with [Insert the Insured's or your] advertising signs and decorations and the like.

#### **TIE-IN LIMIT CLAUSE**

By way of endorsement to the Policy, [Insert the Company or we] and [Insert the Insured or you] agree as follows (subject otherwise to all other Terms, Conditions, Limits of Liability and Exclusions of the Policy and any [Insert Schedule[s] or Declarations] and/or endorsement[s] attached thereto):

The combined total aggregate limit of liability that [Insert the Company or we] shall pay on behalf of the Insured for all sums which the Insured shall be legally liable to pay as [insert Compensation or damages] as described under all insurance coverages under this Policy (insert policy numbers) and the other policy(ies) (insert policy numbers) and Supplementary Payments shall be US\$ (insert amount) for any one Occurrence and US\$ (insert amount) for all Occurrences in the aggregate while the specific limit and/or sub-limit for any one Occurrence and for all Occurrences in the aggregate shall remain as described in the Policies, [Insert Schedules or Declarations] and/or Endorsements attached thereto respectively.

This endorsement shall not be construed to increase the Limits of Liability (Insurance) stated in the [Insert Schedules or Declarations] of any of the above-mentioned policies.

All the other Terms, Conditions and Exclusions of this Policy remain unchanged.

#### **Amendment to Contractual Liability Endorsement**

The definition of 2.9 Insured Contract is amended to include the following:

2.9.3 That part of any other contract(s) or agreement(s) pertaining to the Insured's business under which Insured assume the tort liability of another party to pay for Bodily Injury or Property Damage to a third person or organization, as permitted under the applicable laws. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

All the other terms and conditions remain unchanged.

#### **Care, Custody or Control Extension**

It is agreed that this Policy is extended to cover the legal liability of the Insured against Property Damage to the property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control, except the property that is owned, rented, loaned or hired by the insured, subject to the [insert sub-limit].

The insurance afforded by this endorsement shall be the excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, including but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and Conditions 4.10 Other Insurance shall be amended accordingly.

All other terms and conditions remain unchanged.

#### **Care, Custody or Control Extension (A)**

It is agreed that this Policy is extended to cover the legal liability of the Insured against Property Damage to the property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control, except the property that is owned by the insured, subject to the **sub-limit [insert sub-limit amount]**

The insurance afforded by this endorsement shall be the excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, including but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and Conditions 4.10 Other Insurance shall be amended accordingly.

All other terms and conditions remain unchanged

### **Care, Custody or Control Extension Endorsement**

It is agreed that this [insert Policy or policy] is extended to cover the legal liability of [insert the Insured or the insured] against [insert Property Damage or "property damage"] to the property in the care, custody or control of [insert the Insured or the insured] or as to which [insert the Insured or the insured] is for any purpose exercising physical control, except the property that is owned, rented, loaned or hired by [insert the Insured or the insured], subject to the **sub-limit of [insert sub-limit terms]**.

The insurance afforded by this endorsement shall be the excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to [insert the Insured or the insured], including but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and [insert Condition 4.10 Other Insurance under 4 CONDITIONS or Condition 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS] shall be amended accordingly.

A11 other terms and conditions remain unchanged.

### **DEFECTIVE WORK EXCLUSION**

The following exclusion is added to 3. EXCLUSIONS of the Policy:

This Policy does not apply to the cost of rectifying defective work carried out by or on behalf of the Insured.

### **OTHER INSURANCE EXCLUSION**

The following exclusion is added to 3. EXCLUSIONS of the Policy:

This Policy does not apply to any Occurrence, claim or liability for which the Insured is entitled to indemnity under any other policy of insurance, self insurance or deductible programme effected in the name of the Insured.

### **Tobacco Health Hazard Exclusion**

This Policy does not apply to liability arising out of or in any way related to the actual or alleged emergence, contraction, aggravation or exacerbation of any illness or disease including but not limited to:

- 1 addiction or chemical dependence;
- 2 cancer carcinoma, cancerous or precancerous condition;
- 3 arteriosclerosis heart disease hypertension emphysema; or
- 4 prenatal injury or birth defect.

resulting from or alleged to result from consumption or use of tobacco, tobacco products or tobacco by-products or exposure to tobacco, tobacco products or tobacco by-products including smoke or any other gaseous by-product therefrom.

The Company shall have no duty to defend any suit seeking to impose such liability.

### **Tobacco Health Hazard Exclusion (With Definition)**

This Policy does not apply to liability arising out of or in any way related to the actual or alleged emergence, contraction, aggravation or exacerbation of any illness or disease including but not limited to:

- 1 addiction or chemical dependence;
- 2 cancer carcinoma, cancerous or precancerous condition;
- 3 arteriosclerosis heart disease hypertension emphysema; or
- 4 prenatal injury or birth defect.

resulting from or alleged to result from consumption or use of tobacco, tobacco products or tobacco by-products or exposure to tobacco, tobacco products or tobacco by-products including smoke or any other gaseous by-product therefrom.

Tobacco, tobacco products and tobacco by-products include but are not limited to raw or cured tobacco cigars, cigar wrappers, pipe tobacco, cigarette filters, snuff chewing tobacco, smokeless tobacco products, cigarettes, cigarette paper or any other products or components customarily sprayed on applied to found within or used in conjunction with any tobacco products.



The Company shall have no duty to defend any suit seeking to impose such liability.

**BROADCASTERS, TELECASTERS, PUBLISHERS AND PRINTERS  
ERRORS OR OMISSION EXCLUSION**

This endorsement modifies this Policy provided under the following:

**COMMERCIAL GENERAL LIABILITY**

The following exclusion is added to 3. EXCLUSIONS of the Policy:

This insurance does not apply to any liability for Bodily Injury, Property Damage, Personal Injury and Advertising Injury arising out of performance, error or omission of the Insured or employees of the Insured while performing services for others in the Insured's capacity as a broadcaster, telecaster, publisher, printer or similar business activities.

All other terms and conditions remain unchanged.

**DESIGNATED BUSINESS EXCLUSION**

This endorsement modifies this Policy provided under the following:

**COMMERCIAL GENERAL LIABILITY**

**SCHEDULE**

Description of Designated Business:[        ]

Specified Location (If Applicable):

The following exclusion is added to 3. EXCLUSIONS of the Policy:

Designated Business

This Policy does not apply to Bodily Injury or Property Damage arising out of the Business described in the Schedule of this endorsement, regardless of whether such Business is conducted by the Insured or on the Insured's behalf or whether such Business is conducted for the Insured or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such Business is conducted by the Insured or on the Insured's behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described Business conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All other terms and conditions remain unchanged.

**INTERCOMPANY PRODUCTS SUITS EXCLUSION (CL)**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."

**ADDITIONAL INSURED – LANDLORD**

This endorsement modifies insurance provided under the following:

**SCHEDULE**

Person or Organization: **[Insert, e.g. All Landlords of Named Insured Located in Worldwide].**

The Definition of 2.1 Insured is amended to include as an Insured the person or organization shown in the above Schedule but only with respect to liability arising out of the ownership of the premises leased to Named Insured and subject to the following additional exclusion:

This insurance does not apply to:

1. Any Occurrence which takes place after Named Insured ceases to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

### **LOCAL POLICIES CLAUSE**

It is understood and agreed that premiums and claims payable under local policies issued by [insert the Company or us] and its subsidiaries or affiliates overseas (or any other Insurance Company authorised by [insert the Company or us]) will be debited or credited to this [insert Policy or policy] which applied as Master Policy, thus making them an integral part of this [insert Policy or policy].

Local Policies are issued in the following countries:  
**[insert country]**

It is further agreed that the local policy limit is non stacking and our maximum liability under this [insert Policy or policy] is **[insert amount]** in aggregate. The local policy will reduce or exhaust the [insert Policy or policy] limit due to loss payment, this Policy will continue in force as excess of the reduced local policy limit, or in the event of exhaustion of the local policy, continue in force as underlying insurance, but the [insert Limits of Liability or limit of insurance] under this [insert Policy or policy] shall be limited to the difference between the [insert Limits of Liability or limit of insurance] on the [insert Policy's Schedule or Declarations] and the applicable underlying limit.

### **LANDLORD'S/LESSOR'S LIABILITY CLAUSE – WITH EXECPTION OF SPECIFIED INSURED PREMISES**

This Policy is extended to cover the legal liability of the Insured as a landlord/lessor under the sub-limit of **[insert amount]** any occurrence and annual aggregate for the claims made against the Insured for accidental Bodily Injury of and/or accidental Property Damage to any third party caused by fire to all the insured premises owned by the Insured but leased or rented out except **[Insert factory and address.]**

The inclusion of the above-said extension coverage doesn't represent the other coverages of the Policy also provide this extension coverage.

All the other terms and conditions remain unchanged.

### **Amendment of Definition of Occurrence**

It is mutually agreed that the Definition of 2.11 Occurrence in the Policy is deleted in its entirety and replaced the following:

2.11 Occurrence means

An event including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury, Personal Injury, Advertising Injury or Property Damage neither expected nor intended from the standpoint of the Insured.

All the other terms and conditions remain unchanged.

### **BROAD FORM PROPERTY DAMAGE LIABILITY ENDORSEMENT (AMENDMENT TO ITEMS 3.18 AND 3.19)**

This endorsement modifies such insurance as is afforded by the provisions of the Policy relating to the following:

It is agreed that the insurance for property damage liability applies the following additional provisions:

Items 3.18 and 3.19 under this Policy are deleted and replaced in their entirety by the following:

- (A) Items 3.18 and 3.19.2 under this Policy are replaced in their entirety by the following:
- (1) Property Damage to property owned, occupied, loaned or hired by or rented to the Insured, except with respect to (i) premises tenanted, leased or hired by the Insured, (ii) Vehicles (other than Vehicles owned or used by or on behalf of the Insured) in the Insured's care, custody or control but only whilst such Vehicles are in a car park owned or operated by the Insured other than for income or reward as a car park operator, or (iii) the use of elevators, to property owned or occupied by or rented to the Insured or to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping;
  - (2) Except with respect to liability under the use of elevators
    - (a) Property Damage to property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured.
    - (b) Property Damage to tools or equipment while being used by the Insured in performing his operations.
    - (c) Property Damage to property in the custody of the Insured which is to be installed, erected or used in construction by the Insured.
    - (d) Property Damage to that particular part of any property, not on premises owned by or rented to the Insured.
      - (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or
      - (ii) out of which any property damage arises, or
      - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;
- (B) Item 3.19.1 under this Policy is replaced in its entirety by the following:  
Property Damage to any Product or any part of it if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof; however, with respect to any work under item 2.17 Product under this Policy, to property damage to work performed by the Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- (C) The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as, but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and Conditions 4.10 "Other Insurance" is amended accordingly.

\*Sub-limit applied to the captioned Broad Form Property Damage Endorsement: **[insert amount]** any one occurrence and **[insert amount]** aggregate.

### **Overseas Business Visits Liability**

It is hereby declared and agreed that the policy is extended to cover the Insureds' legal liability for Bodily Injury or Property Damage arising out of their executive traveling on business trips overseas.

### **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (BLANKET FORM)**

This endorsement modifies insurance provided under the following:

#### SCHEDULE

[ Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. ]

Definition of 2.1 Insured is amended to include as an Insured the person or organization shown in the Schedule as an Insured but only with respect to liability arising out of the Insured's operations or premises owned by or rented to the Insured.

All other terms and conditions remain unchanged.

### **Capping of Limits Endorsement**

This endorsement modifies coverage provided under the following:

#### **COMMERCIAL GENERAL LIABILITY**

It is agreed that, where permitted by applicable law:

1. This Policy is amended by adding the following to Coverages 1.3 Limits of Liability:

- **Capping of Limits**

A. Notwithstanding any terms or conditions of this Policy or any of the terms and conditions in the policies listed below which might be construed otherwise, the maximum aggregate limit of liability for all amounts paid under:

1. This Policy,
2. All other "local admitted commercial general liability policies",
3. All other local admitted policies providing coverage for professional liability or professional indemnity, whether or not formally designated as such,
4. The Commercial General Liability Coverage Form of International Advantage Commercial Insurance Policy, number [insert], issued by Chubb American Insurance Company effective [insert] to [insert] (CGL Form) and
5. Any direct or indirect replacement thereof, combined, is the **Aggregate Limit of Liability** shown in the **Schedule** below.

**Schedule**

<b>Aggregate Limit of Liability: [insert amount]</b>
--

Nothing in this provision shall increase any applicable aggregate limit of liability or limit of insurance of this Policy or any "local admitted general liability policy".

2. For purposes of this endorsement, the following terms shall have the following meanings:

- A. "Affiliate" or "affiliates" means one or more persons or entities that directly or indirectly controls and/or owns, is controlled and/or owned by, and/or is under common control and/or ownership with, the person or entity specified.
- B. "Affiliated or non-affiliated company" means our "affiliate" and/or any insurer not affiliated with us that issues to the first Named Insured shown in the Declarations ("first Named Insured") or the first Named Insured's "affiliates" one or more "local admitted general liability policies" at the request of Chubb American Insurance Company or one of its "affiliates".
- C. "Local admitted general liability policies" or "local admitted general liability policy" means one or more commercial general liability policies or coverage forms (or binders, contracts of insurance or other evidence of commercial general liability insurance coverage) issued by any "affiliated or non-affiliated company" to the first Named Insured or its "affiliate", at the request of Chubb American Insurance Company or one of its "affiliates" and which are part of the first Named Insured's global commercial general liability insurance program.

All other terms and conditions of this policy remain unchanged.

## **Additional Insured (Managers or Lessors of Premises)**

### **SCHEDULE**

1. Designation of Premises (Part Leased to the Named Insured):
2. Name of Person or Organization (Additional Insured):

The Definition of 2.1 Insured is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to the Named Insured and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

3. Any "occurrence" which takes place after the Named Insured ceases to be a tenant in that premises.
4. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

### **Notice of Non-renewal Clause**

It is agreed that if the Company decides not to renew this Policy, the Company will give notice in writing to the Named Insured in the Schedule not less than 30 days before the policy expiry date.

However, under no circumstances shall it be deemed as Tacit Renewal if such notice is not given.

### **SOCIAL AND/OR RECREATIONAL ACTIVITIES CLAUSE**

It is agreed that this Policy extends to indemnify the Insured for claims in respect of Bodily Injury [insert if applicable: (including Bodily Injury sustained by the Insured's employees)] or damage to property occurring as a result of an accident and happening in connection with social and/or recreational activities.

Provided that

- A) Such activities are not entitled in indemnity under any other insurance policy, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy;
- B) Such activities shall be deemed as though they were observed or fulfilled by the Insured and be subject to the terms, exclusions and conditions of this Policy so far as they can apply;
- C) The limit of indemnity shall apply inclusive of this clause.
- D) Such coverage afforded by this endorsement shall not apply to any liability arising out of any kind of racing, competition, and/or engaging in any sport in a professional capacity where the Insured would or could earn income or remuneration from engaging in such sport as sole source of income, Bungee Jumping, Rock-Climbing, Mountain-Climbing, Diving, Snowboarding, Skiing, Parachuting, Hangliding, Paragliding, Wrestling, Horsemanship, Water Sports (except Swimming and Water Fun Contests) and Car/Motor-Bike/Bike Racing.

### **SOCIAL AND/OR RECREATIONAL ACTIVITIES ENDORSEMENT**

It is agreed that this [insert Policy or policy] extends to indemnify [insert the Insured, you or the insured] for claims in respect of [insert Bodily Injury or "bodily injury"] [insert if applicable: (including Bodily Injury or "bodily injury" sustained by the Insured's employees)] or [insert damage to property, "property damage" or Property Damage] occurring as a result of an accident and happening in connection with social and/or recreational activities.

Provided that

- A) Such activities are not entitled in indemnity under any other insurance policy; otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by

such other policy;

B) Such activities shall be deemed as though they were observed or fulfilled by [insert the Insured, you or the insured] and be subject to the terms, exclusions and conditions of this [insert Policy or policy] so far as they can apply;

C) The limit of indemnity shall apply inclusive of this clause.

D) Such coverage afforded by this endorsement shall not apply to any liability arising out of any kind of racing, competition, and/or engaging in any sport in a professional capacity where [insert the Insured, the insured or you] would or could earn income or remuneration from engaging in such sport as sole source of income, Bungee Jumping, Rock-Climbing, Mountain-Climbing, Diving, Snowboarding, Skiing, Parachuting, Hang gliding, Paragliding, Wrestling, Horsemanship, Water Sports (except Swimming and Water Fun Contests) and Car/Motor-Bike/Bike Racing.

### **MAINTENANCE OF UNDERLYING POLICIES CLAUSE**

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this Policy that you shall maintain the underlying policies with policy territory apply to **(Insert Territory/Country)** and renewals or replacements thereof with limits and coverage not more restrictive than as stated below in full effect during the Policy Period, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of Occurrences covered thereunder. Failure to comply with the foregoing or bankruptcy or insolvency of any of the underlying Insurers shall not invalidate this Policy but in the event of such circumstances the Company shall be liable only to the extent that it would have been liable had such circumstances not existed during the Policy Period.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

Underlying Insurances:

Underlying Carrier: **[Insert Carrier]**

Coverages: **[Insert policy form and/or coverages]**

Policy Number: **[Insert policy number]**

Limit Of Insurance **[Insert Limit of Liability]**

### **OTHER INSURANCE AMENDMENT ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance is excess over any collectible or valid [Insert the policy type] policies retained by the Named Insured in the World. The Company has issued this insurance in reliance upon representations made by Named Insureds about underlying insurance and underlying limits. This Policy does not apply to any part of the loss within underlying limits or any related costs or expenses. The Company will pay, on behalf of the Insured, that the part of loss to which this Policy applies which exceeds the applicable underlying limits.

### **PRODUCTS WARRANTY (A)**

It is warranted, and a condition precedent to recovery hereunder, that:

- (1) Safety Goggles are CSA Z94 approved and meeting ANSI Z87.1.
- (2) Garment insured, in accordance with importing countries statutory requirement, have passed external Flammability Test.
- (3) Sleeping Bag is made of non-flammable materials.

Failure to comply with the conditions of this warranty shall render this Policy null and void.

### **PRODUCTS WARRANTY (A)-1**

It is warranted, and a condition precedent to recovery hereunder, that:

- (4) Safety Goggles are CSA Z94 approved and meeting ANSI Z87.1.
- (5) Garment insured, in accordance with importing countries statutory requirement, have passed external Flammability Test.
- (6) Sleeping Bag is made of non-flammable materials.

The Company may rescind this Policy upon the Insured's failure to comply with the conditions of this warranty.

### **Exhibition Liability Clause**

It is hereby declared and agreed that this Policy is extended to cover [Insert the Insured or you] for all sums which [Insert the Insured or you] shall become legally liable to pay as [insert Compensation or damages] for [insert Bodily Injury or Property Damage or "bodily injury" or "property damage"] arising through or in connection with the participation in any exhibition, trade fair or demonstration anywhere within [insert Policy Territory or "coverage territory"], including legal liability for damage to the premises / venue housing such exhibition, trade fair or demonstration.

In the meanwhile, it is also mutually agreed that the show's producer and landlord of the trade show space shall be as additional insureds under this endorsement.

All other terms and conditions remain unchanged.

### **ELECTRONIC DATA ENDORSEMENT (A)**

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

As used herewith, 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, drive cells, data processing devices or any other media which are used with electronically controlled equipment.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

### **HUMAN CLINICAL TRIALS LIABILITY COVERAGE ENDORSEMENT(CLAIMS-MADE)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This endorsement modifies such insurance as is afforded by the provisions of the following:

THIS ENDORSEMENT PROVIDES CLAIMS MADE AND REPORTED COVERAGE. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS COVERAGE COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO US DURING THE POLICY PERIOD. SUPPLEMENTARY PAYMENTS ARE SUBJECT TO AND WILL REDUCE THE LIMITS OF INSURANCE. PLEASE READ THIS ENDORSEMENT CAREFULLY.

It is agreed that:

1. The following is added to the definition of Products-completed operations hazard in the DEFINITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM, under "This hazard does not include 'bodily injury' or 'property damage' arising out of:"

any "clinical study incident" (as that term is defined in the HUMAN CLINICAL TRIALS LIABILITY COVERAGE part of this policy).

2. The following exclusion is added to SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, EXCLUSIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

- This insurance does not apply to any actual or alleged "bodily injury" or "property damage" that arises, directly or indirectly, consequently or in any sequence, out of any "clinical study incident", as that term is defined in the HUMAN CLINICAL TRIALS LIABILITY COVERAGE part of this policy.

3. The following HUMAN CLINICAL TRIALS LIABILITY COVERAGE part is added to this

policy. Except as otherwise provided herein, this HUMAN CLINICAL TRIALS LIABILITY COVERAGE covers only claims first made against the insured and reported to us during the policy period:

- HUMAN CLINICAL TRIALS LIABILITY COVERAGE

Schedule
Retroactive Date:[inert date]
Limits of Insurance: [insert amount] Each occurrence

I. Insuring Agreement

A. Payment or Indemnification

1. We will pay or indemnify the insured for those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” arising out of any “clinical study incident” to which this insurance applies.
2. The amount we will pay or indemnify for damages under subparagraph A. (1) is limited as described in Section VI. Limits of Insurance below.

B. Defense, Investigation or Settlement

1. 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.
2. We may, at our discretion, investigate any “clinical study incident” and settle any “claim” or “suit” that may result.
3. In jurisdictions where we may be prevented by law or otherwise from defending the insured or from investigating or settling any “claim” or “suit”, we will reimburse the reasonable and necessary cost of defense, investigation or settlement. To the extent legally allowed, in such jurisdictions, we will also aid and manage the insured’s defense, investigation or settlement.
4. Our right and duty to defend under subparagraph B.1 or to reimburse costs under subparagraph B.3 ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and/or Supplementary Payments (as set forth in Section III. Supplementary Payments below), or after we have deposited the remaining available Limit of Insurance with a court of competent jurisdiction. In such case, we will withdraw from investigation, defense, payment or settlement of such “suit” and shall tender control of such “suit” to the insured.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section III. Supplementary Payments.

C. How This Insurance Applies

This insurance applies to “bodily injury” and “property damage” only if:

1. The “bodily injury” or “property damage” is caused by a “clinical study



incident" which results from any performance of "clinical studies" that takes place in the "coverage territory";

2. The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Schedule above or after the end of the policy period; and

3. A "claim" for damages because of "bodily injury" or "property damage" is first made against any insured, in accordance with paragraph D. below, and reported to us in writing during the policy period or any Extended Reporting Period provided under Section IV. Extended Reporting Periods.

D. A "claim" by a person or organization seeking damages will be deemed to have been made when notice of such "claim" is received and recorded by any insured or by us, whichever comes first.

All "claims" for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those "claims" is made against any insured.

All "claims" for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any person.

All "claims" for damages because of a single "clinical study incident" will be deemed to have been made at the time the first of those "claims" is made against any insured or against us, whichever is earlier.

## II. Exclusions

This insurance does not apply to any "claim" alleging, based upon, arising out of or attributable to, directly or indirectly, consequently or in any sequence:

### 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; nor does this exclusion apply to "bodily injury" arising out of the known side effects of, or other adverse reactions to, any "pharmaceutical", "biologic" or "medical device" on humans who are the subjects of "human clinical trials" conducted for you.

### B. Pollution

1. The actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of "pollutants"; or

2. Any direction or request that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", or any voluntary decision to do so.

### C. Personal Injury or Advertising Injury

"Bodily injury" or "property damage" directly or indirectly caused by "personal injury" or "advertising injury".

### D. Asbestos or Asbestos-Containing Products or Materials

"Bodily injury", "property damage", loss, cost, expense or obligation arising out of or in any way related to the actual, alleged or threatened presence of or exposure to asbestos or asbestos-containing products or material. Asbestos means the mineral in any form whether or not the asbestos was at any time:

1. Airborne as a fiber, particle, or dust;
2. Contained in or formed a part of a product, structure, or other real or personal property;
3. Carried on clothing;
4. Inhaled or ingested; or
5. Transmitted by any other means.

E. German Environmental Liability Act of 1990

"Bodily injury", "property damage", loss, cost, expense or obligation imposed by or arising out of or in any way related to the German Environmental Liability Act of 1990 and any amendments thereto.

F. War

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

1. War, including undeclared or civil war; or
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; or

G. Human Clinical Trial: Clinical Hold

"Bodily injury" or "property damage" arising out of any "human clinical trial" which continues to be conducted after a clinical hold has been placed on that trial by the United States Food and Drug Administration ("FDA") or by any corresponding regulatory body outside the United States of America, and before the FDA or such body has approved resumption of the trial. This exclusion does not apply to "bodily injury" or "property damage" caused by a "clinical study incident" that takes place before the clinical hold has been placed or after resumption of the "human clinical trial" has been approved.

H. Malpractice in Human Clinical Trials

Any act, error, or omission committed in the rendering of professional services or advice by any medical doctor, resident, intern, nurse, or other specialist or medical professional providing professional services under contract or agreement with the insured to administer, review, oversee, direct, conduct, consult on, or perform services for a "human clinical trial".

I. Prior Acts or Prior Notice

1. A "clinical study incident" that took place before the effective date of this policy, if , before the effective date of this policy, any insured knew or could have reasonably foreseen that such "clinical study incident" did or might be expected to give rise to a "claim"; or
2. That has been the subject of any written notice given to a prior insurer on or before the effective date of this policy.

J. Willful and Intentional Non-Compliance

Any insured's willful and intentional act of non-compliance with any rule or regulation promulgated by the United States Food and Drug Administration or by any corresponding regulatory body outside the United States of America.

K. Infringement

Any infringement of copyright, patent, trademark, trade secret or other intellectual property rights, including infringement of copyright, trade dress or slogan; and any "claim" alleging, based upon, arising out of or attributable to false or misleading advertising.

L. Insured vs. Insured

Any "claim" brought or maintained by or on behalf of any current or former insured in any capacity against another current or former insured.

M. Discrimination

Discrimination, humiliation, or harassment of an individual on any basis including, but not limited to, race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference, or any other similar classification protected by law; or alleging, based upon, arising out of or attributable to any failure to comply with the Americans With Disabilities Act or any similar law.

N. Dishonest, Fraudulent or Criminal Acts

Any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law, by an insured, however, this exclusion shall not apply to our duty to defend any such "claim" unless and until there is an adverse admission by, finding of fact against, or final adjudication against the insured as to such conduct, at which time the insured shall reimburse us for all defense costs incurred.

O. Automobile, Aircraft, Watercraft or Motor Vehicle

The ownership, maintenance, operation, use, entrustment to others, existence, loading or unloading of any automobile, motor vehicle, aircraft or watercraft owned by, operated by or rented or loaned to any insured, or used in any way by or for the account of the insured, or any other automobile, motor vehicle, aircraft or watercraft used by any person in the course of their employment by any insured.

P. Contractual Liability

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

1. That the insured would have in the absence of the contract or agreement; or
2. Assumed in a written 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.

Q. Damage to Property

"Property damage" to:

1. Property any insured owns, rents or occupies, including any costs or expenses incurred by the insured, or any other person or 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 any insured sells, gives away or abandons if the "property damage" arises out of any part of those premises;
3. Property loaned to any insured; or
4. Personal property in the care, custody or control of any insured.

R. 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.

S. Damage to Your Product

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

T. Recall of Products, Work or Impaired Property

Loss of use, withdrawal, inspection, repair, replacement, recall, 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 because of any known or suspected defect, deficiency, inadequacy or dangerous conditions therein.

U. Employer’s Liability

1. “Bodily injury” to:
  - a. the insured’s “employee” arising out of and in the course of:
    - (1) Employment by the insured; or
    - (2) Performing duties related to the conduct of the insured’s business; or
  - b. The spouse, child, parent, brother or sister of that “employee” as a consequence of subparagraph 1.a. above.
2. This exclusion applies:
  - a. Whether the insured may be liable as an employer or in any other capacity; and
  - b. 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”.

Voluntary participation as a participant in a “human clinical trial” will not be deemed to be within the course of employment or performance of duties as described in subparagraph 1.a. above.

V. Nuclear Materials

Any actual or alleged liability resulting directly or indirectly from “nuclear materials”, “waste materials”, “radioactive materials”, the “hazardous properties” of “nuclear materials”, “radioactive materials” or “waste materials” or from any radiation or “radioactivity”, unless such liability arises from “bodily injury” or “property damage” caused by a “clinical study incident” arising out of the use or intended use of “nuclear materials”, “waste materials”, “radioactive materials”, the “hazardous properties” of “nuclear materials”, “radioactive materials” or “waste materials” or from radiation or “radioactivity” used in “your product” or “your work”, provided that you or any individual on your behalf has obtained the appropriate approvals for testing of such products from the applicable government authority or regulatory body for a specific medical diagnostic or therapeutic indication for use.

W. Other Products

Manufacturing, handling, distribution, advertising, labeling, sale, application, ingestion, consumption, testing, exposure to or any use of any product or substance known as, made of or containing any one or more of the following:

1. Diethylstilbestrol (DES);
2. Ephedra;
3. Fenfluramine, Phentermine or Dexfenfluramine; or
4. Phenylpropanolamine (PPA).

X. ERISA, Securities Violations, RICO, Workers Compensation and Similar Laws

1. Any obligation of the insured under any workers compensation, unemployment compensation, disability benefits or any other similar law.
2. Any violation of:
  - a. the Employee Retirement Income Security Act of 1974 or any similar statutory or common law in any jurisdiction;
  - b. the Securities Act of 1933, the Securities Exchange Act of 1934 or any similar statutory or common law in any jurisdiction; or
  - c. the Racketeering Influenced and Corruption Act of 1970 or any similar statutory or common law in any jurisdiction;

or any rule or regulation promulgated thereunder, or any amendments thereof.

Y. Dispensing of Medication

The dispensing of any drug, medication or compound:

- (1) to anyone who is not a subject of a “human clinical trial” to which this insurance applies; or
- (2) that is not specifically related to a “human clinical trial” to which this insurance applies.

Z. Improper Release of or Misuse of Confidential Information

The improper release or misuse of confidential or proprietary information, or any actual or alleged including any protected health information.

AA. Government Act or Omission

Any act or omission for which the United States government is responsible under the provisions of the Public Health Service Act, 42 U.S.C. §233, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b), 2671-1680, or both; or any corresponding law outside of the United States of America; or for which any government or government agency or body is responsible under the provisions of any similar statutory or common law of any jurisdiction.

BB. Impairment

A “clinical study incident” that occurs while an insured is impaired by alcohol or drugs.

CC. Covered Elsewhere

Any “claim” covered under any other insurance policy, coverage part or coverage form, except an “underlying policy”, without regard to the exhaustion, reduction or availability of such other coverage part or policy.

III. Supplementary Payments

A. Subject to Section VI. Limits of Insurance, we will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend:

1. All reasonable and necessary legal fees, investigative fees, and costs incurred by us in the defense of a “suit”,.
2. Premiums on appeal bonds required in any such “suit”, but only for a bond amount not in excess of the applicable Limit of Insurance of this HUMAN CLINICAL TRIALS LIABILITY COVERAGE part, We have no obligation to apply for or furnish any such bonds.
3. The cost of bonds to release attachments, but only for the bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable and necessary expenses, other than loss of earnings, incurred by the insured at our request, excluding salaries or other forms of compensation paid to partners, directors or officers or other persons that the insured or you employ.
5. All court costs taxed against the insured in the “suit”. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of that judgment that is within the applicable Limit of Insurance.

These payments will reduce the Limits of Insurance.

IV. Extended Reporting Periods

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. This policy is cancelled or not renewed; or
2. We renew or replace this policy with insurance that:
  - a. Has a Retroactive Date later than the date shown in the Schedule above; or
  - b. Does not apply to “bodily injury” or “property damage” on

a claims-made basis.

B. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. Extended Reporting Periods will not reinstate or increase the Limits of Insurance specified in the Schedule shown above. They apply only to "claims" for "bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule above.

Once in effect, Extended Reporting Periods may not be cancelled.

C. An Automatic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days after the end of the policy period, for any "clinical study incident" reported to us in accordance with the Duties In The Event Of Clinical Study Incident, Claim or Suit condition in Section VII. Conditions, paragraph A. (1).

The Automatic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

D. A Supplemental Extended Reporting Period of seven years is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Automatic Extended Reporting Period, set forth in paragraph C. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of Insurance available under this policy for future payment of damages; and
4. Other related factors.

The additional premium will not exceed 200% of the annual premium for this policy.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

V. Who Is An Insured

A. If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

B. Each of the following is also an insured:

1. Your "volunteer workers" only while performing duties related to the conduct of your "human clinical trials", or your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" is an insured for:

a. "Bodily injury":

(1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to "human clinical trials"; or

(2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of subparagraph a.(1) above; or

(3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraphs a. (1) or (2) above.

(4) Arising out of this or her providing or failing to provide professional healthcare services.

b. "Property damage" to property:

(1) Owned, occupied or used by,

(2) Rented to, or in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

2. Any managers or lessors of premises but only for liability assumed in a contract or agreement that is an "insured contract" and arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply to:

a. Any "human clinical trial" which takes place after you cease to be a tenant in that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises.

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

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

a. With respect to liability arising out of the maintenance or use of that property; and



b. Until your legal representative has been appointed.

5. Your legal representative if you die, but only with respect to duties as such. That representative will have all of your rights and duties under this coverage form.

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

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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

D. Clinicians, healthcare providers or technicians designated or contracted by you, in writing, to conduct "human clinical trials." These clinicians, healthcare providers or technicians may include physicians, consultants, nurses, study monitors, statisticians, dentists, veterinarians, contract research organizations (CROs) or other persons, either as individuals, or as corporations, hospital institutions or other entities. This coverage applies only in respect of "claims" arising out of "clinical study incidents" covered by this policy.

E. The following are also insured but only in respect to claims arising out of "clinical study incidents" covered by this policy:

1. Any Ethics Committee or its members that has approved a "clinical study" which is the subject of this policy.

2. Any Scientific Advisory Board under contract with you.

3. Any Clinical Investigator and/or Site Organization involved in the "human clinical trials".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### VI. Limits Of Insurance

A. The Limits of Insurance for HUMAN CLINICAL TRIALS LIABILITY COVERAGE shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:

1. Insureds;

2. "Claims" made or "suits" brought; or

3. Persons or organizations making claims or bringing "suits".

B. Notwithstanding any provision in this policy to the contrary and subject to C. below, the Each Incident Limit of Insurance shown in the Schedule of this HUMAN CLINICAL TRIALS LIABILITY COVERAGE part is the most we will pay for the sum of all damages and Supplementary Payments (as set forth in Section III. Supplementary Payments) because of "bodily injury" and "property damage" arising out of a single "clinical study incident".

C. The most that we will pay under this policy for the sum of all damages and Supplementary Payments (as set forth in Section III. Supplementary Payments) because of all "bodily injury" and "property damage" included in HUMAN CLINICAL TRIALS LIABILITY COVERAGE is the Aggregate Limit of Insurance shown in the Schedule of this HUMAN

CLINICAL TRIALS LIABILITY COVERAGE part. This Aggregate Limit is a sub-limit, and is included within, and is not in addition to, the Products-Completed Operations Aggregate Limit shown in the COMMERCIAL GENERAL LIABILITY COVERAGE item of the LIABILITY COVERAGES DECLARATIONS.

The Limits of Insurance for HUMAN CLINICAL TRIALS LIABILITY COVERAGE apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## VII. Conditions

The following conditions apply to HUMAN CLINICAL TRIALS LIABILITY COVERAGE. The conditions in SECTION IV – CONDITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM also apply to HUMAN CLINICAL TRIALS LIABILITY COVERAGE, and are incorporated herein by reference thereto. In the event of a conflict between a condition in SECTION IV – CONDITIONS and one of the following conditions, the following conditions shall control:

### A. Duties in the Event of a “Clinical Study Incident”, Claim or “Suit”

1. You must see to it that we are notified as soon as practicable of a “clinical study incident” which may result in a “claim”. To the extent possible, notice should include:

- a. How, when and where the “clinical study incident” took place;
- b. The names and addresses of any injured person and witnesses; and
- c. The nature and location of any injury or damage arising out of the “clinical study incident”.

Notice of a “clinical study incident” is not notice of a claim.

2. If a “claim” is made or “suit” is brought against any insured, you must:

- a. Immediately record the specifics of the “claim” or “suit” and the date received; and
- b. Notify us as soon as practicable.

You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.

3. You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

B. Knowledge of a "Clinical Study Incident"

Knowledge of a "clinical study incident" by any of your agents, servants or "employees" shall not constitute knowledge by you unless one of your "executive officers" or anyone responsible for administering your insurance program has received such notice from the agent, servant, or "employee".

C. Notice of "Occurrence"

If you report an "occurrence" to an insurer providing liability insurance other than Human Clinical Trials Liability insurance, which later develops into a "clinical study incident" claim covered under this policy, failure to report such "clinical study incident" to us at the time of the "occurrence" shall not be deemed in violation of Duties in the Event of "Clinical Study Incident", Claim or "Suit" condition. However, you shall give written notice to us, as soon as is reasonably possible, but in no event later than 24 months after the end of the policy period, that such "clinical study incident" is a Human Clinical Trials Liability insurance claim.

D. United States Sanctions

1. There is no coverage or payment obligation under this policy to the extent, and only to the extent, that we are prohibited from providing such coverage or making such payment by any type of trade restriction, economic sanction, or embargo imposed by the government of the United States of America.
2. There is no coverage or payment obligation under this policy for any claim actually or allegedly, directly or indirectly, based upon, arising out of, or attributable to any activity or transaction that is prohibited by any type of travel restriction, trade restriction, economic sanction, or embargo imposed by the government of the United States of America.
3. However, paragraphs 1. and 2. of this provision shall not apply to any action or transaction for which the Named Insured has received a special license from the government of the United States of America, provided that we receive a copy of such license.

E. Other Insurance

1. If other valid and collectible insurance is available to the insured for a loss we cover under this HUMAN CLINICAL TRIALS LIABILITY COVERAGE part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when the provisions of Paragraph b. below apply or when the terms or conditions of that other insurance or any "underlyer policy" do not apply to a loss covered by this insurance. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in f. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:

- i. No Retroactive Date is shown in the Schedule above; or
- ii. The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule above; or
- iii. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the

extent not subject to paragraph S. Automobile, Aircraft, Watercraft or Motor Vehicle of Section II. EXCLUSIONS.

(b) Any other primary insurance available to the insured covering its liability for damages arising out of "human clinical trials" premises or operations to which you have been added as an additional insured by attachment of an endorsement.

c. When this insurance is excess over any other insurance in subparagraph b.(1) above, our Limits of Insurance will be reduced by the amount of that other insurance including any deductibles or self-insured retention amounts.

d. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

e. When this insurance is excess over other insurance, we will pay our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

f. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limits of Insurance to the total applicable Limits of Insurance of all insurers.

## VII. Definitions

The following definitions apply to HUMAN CLINICAL TRIALS LIABILITY COVERAGE. The definitions in SECTION V – DEFINITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM also apply to HUMAN CLINICAL TRIALS LIABILITY COVERAGE, and are incorporated herein by reference thereto. If there is a conflict between one or more definitions in SECTION V- DEFINITIONS and the following definitions, the following definitions shall control. The singular of a term includes the plural, and vice versa.

A. "Biologic" means any product (such as a globulin, serum, vaccine, antitoxin, antigen or analogous product) used in the prevention of treatment of sickness or disease. Biologic products also include blood and blood components used for transfusion or for the manufacture of pharmaceuticals derived from blood and blood components, such as clotting factors.

B. "Claim" means:

1. A written demand for damages alleging "bodily injury" or "property damage" to which this HUMAN CLINICAL TRIALS LIABILITY COVERAGE applies;

2. A civil proceeding for damages alleging "bodily injury" or "property damage" to which this HUMAN CLINICAL TRIALS LIABILITY COVERAGE applies;

3. An arbitration proceeding in which such damages are claimed and to which the insured

must submit or does submit with our prior written consent; or

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

C. "Clinical study incident" means one or more of the following:

1. any anticipated or unanticipated result of, or reaction to, "clinical studies",
2. an actual or alleged negligent act, error or omission in the preparation, compilation or drafting of the written protocol for the "clinical studies", and/or
3. the alleged negligent hiring, retention, or supervision of a third party clinical research or site management organization, or any other third party under written contract to perform or manage "clinical studies".

All "clinical study incidents" that are logically or causally connected to each other by any common fact, circumstance, situation, transaction, event, advice, or decision will be deemed to be a single "clinical study incident".

D. "Clinical studies" means any use or handling of the insured's products or products of others furnished by the insured in connection with any "human clinical trial" and in compliance with a written protocol for such research, clinical evaluation, testing, study or analysis, and includes "compassionate use" of the insured's "pharmaceuticals", "biologics", or "medical devices" in connection with the insured's "human clinical trials".

E. "Compassionate use" means the emergency use of your "pharmaceutical", "biologic", or "medical device" in a "human clinical trial" on a human subject when:

1. such subject is incapable of giving informed consent, either directly or through an authorized representative;
2. there is insufficient time to obtain proper pre-approval from the appropriate authorities; and
3. such use is in strict compliance with all applicable laws, rules and regulations.

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

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

H. "Hazardous properties" includes radioactive, toxic or explosive properties of "nuclear materials", "radioactive materials" and/or "waste materials".

I. "Human clinical trial" means any organized research, clinical evaluation, testing, study or analysis of products or procedures, which adheres to a written protocol for the same and which provides clinical data for the assessment of the effects of a "pharmaceutical", "biologic", or "medical device" on humans.

J. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

K. "Medical device" means any product, other than a "pharmaceutical" or "biologic", that has an application in therapeutic or diagnostic medicine.

L. "Nuclear material" means "source material", "special nuclear material" and "byproduct material".

M. "Pharmaceutical" means any substance administered orally, topically, or via injection, to treat, diagnose, cure, mitigate or prevent sickness or disease.

N. "Radioactive material" means any materials which are radioactive or caused by or exhibit "radioactivity".

O. "Radioactivity" means the property possessed by some elements of spontaneously emitting alpha or beta rays and sometimes also gamma rays by the disintegration of the nuclei of atoms.

P. "Source material", "special nuclear material" and "byproduct material" have the meanings given them in the federal Atomic Energy Act of 1954 or in any law amendatory thereof.

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

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

S. "Waste materials" means any waste material containing byproduct material, having the meaning given in the federal Atomic Energy Act of 1954 or in any law amendatory thereof, or any byproduct of any "nuclear material" or "radioactive material".

All other terms and conditions of this policy remain unchanged.

#### **EXCESS AUTOMOBILE LIABILITY ENDORSEMENT (A)**

In consideration of the premium charged, it is hereby agreed and understood that, with effect as from inception, the coverages afforded by this Policy shall be in excess of the Policies with the following:

[Insert underlying policies and their related conditions, such as limit, territory, jurisdiction, vehicle type(owned/non-owned/hired), number of vehicle covered...etc]

All other terms and conditions remain unchanged.

#### **EXTENSION FOR CCC (A)**

It is agreed that item(4) of Exclusion j in Section I Coverage A of Commercial General Liability Insurance should be deleted; as a result, this Policy is extended to cover the legal liability of you against accidental loss of or damage to property in the care, custody or control of you or as to which you are for any purpose exercising physical control, subject to the [Insert sub-limit of US\$xxxxx each occurrence and annual aggregate.]

The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to you, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk coverage, and the "Other Insurance" Condition is amended accordingly.

All other terms and conditions remain unchanged.

#### **OVERSEAS BUSINESS VISITS LIABILITY (A)**

It is hereby declared and agreed that the policy is extended to cover your legal liability for death and bodily injury to third party persons and damage to third party property arising out of their executive traveling on business trips overseas.

#### **USA/CANADA DOMICILED OPERATIONS EXCLUSION – with certain exception (A)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any of [insert your or the Insured's] USA/Canada domiciled operations except sales office and/or warehouse situated in the United

States of America / Canada used by [insert you or the Insured] in relation to the export of products from worldwide (countries other than USA/Canada) and where [insert you or the Insured] do not undertake the repair, service, testing, treatment, modification or manufacture of products. "Sales offices" shall mean any office where [insert your or the Insured's] employees undertake the sale or marketing of the products insured.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

### **CONTRACTUAL LIABILITY ENDORSEMENT (A)**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The definition of "Insured contract" in SECTION V – DEFINITIONS is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement (subject to all such contracts must be declared within 30 days after entering into any written contract or agreement) pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

### **CONTINGENT LIABILITY CLAUSE**

It is hereby understood and agreed that the Policy extends to cover [insert the Insured's or your] legal liability in respect of acts of employees of their contractors/sub-contractors for which they may be responsible. Provided that the indemnity given is on the condition that:

(1) It is contingent upon the liability incurred not being covered or indemnified by an insurance of the contractors/sub-contractors.

(2) If any claim submitted is covered by the contractors/sub-contractors more specific insurance, then this Policy shall not insure the same except only as regards any excess beyond the limit of liability covered by such specific insurance.

[if any, insert The contract value under this extension shall not exceed [insert amount] each

contract.]

### **LOADING AND UNLOADING VEHICLES**

It is hereby declared and agreed that insurance by this Policy is extended to cover the legal liability of you in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriage-way or thoroughfare in connection with:

- (a) the bringing of the load to such vehicle for loading thereon
- (b) the taking away of the load from such vehicle after unloading therefrom

by any person other than the driver or attendant of such vehicle

PROVIDED ALWAYS THAT our liability under this Policy and endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the limit of Indemnity specified in this Policy.

Subject otherwise to the terms exceptions and conditions of this Policy.

### **CANCELLATION NOTICE "90 DAYS" Clause**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The condition of "CANCELLATION" in COMMON POLICY CONDITIONS is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 90 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **FIRST AID LIABILITY CLAUSE**

This Policy is extended to cover you and any member of your First Aid or Medical Organization (other than a qualified Medical Practitioner) employed under a contract of service or apprenticeship with you against legal liability in respect of medical or surgical treatment given by such member in the course of his employment with you.

Provided that you shall have arranged with any such member for the conduct and control of all claims to be vested in the Insurer and that the member shall as though he were you observe, fulfill and be subject to the terms, conditions and exceptions of this Policy insofar as they can apply.

For the purposes of this extension, the indemnity granted shall not apply to injury fatal or otherwise arising directly or indirectly from or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations there of however caused.

### **WELFARE, SOCIAL AND/OR SPORTS CLUBS CLAUSE**

It is agreed that this Policy extends to indemnify [insert you or the Insured] and/or [insert your or the Insured's] Welfare, Social or Sporting Clubs and/or any individual members of such Clubs whilst undertaking activities on behalf of such Clubs (whether committee members or



otherwise) for claims in respect of bodily injury or damage to property occurring as a result of an accident and happening in connection with their business as welfare, Social and/or Sporting Clubs.

Provided that

(a) such Clubs and/or members are not entitled in indemnity under any other policy of insurance, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy;

(b) such Clubs and/or members shall as though they were [insert you or the Insured] observe(s), fulfill(s) and be subject to the Terms, Exclusions and Conditions of this Policy so far as they can apply;

(c) the Limit of Liability shall apply inclusive of this clause.

Except to the extent that the provisions of this Policy are hereby modified, the Terms, Exclusions and Conditions shall apply.

### **LIFTS, HOIST, PLANT & MACHINERY & BUILDING AUTOMATION CLAUSE**

IT IS AGREED AND DECLARED THE POLICY EXTENDS TO INDEMNIFY [insert you or the Insured] for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any lift, hoist, plant and machinery in the physical or legal control of [insert you or the Insured] or used in work undertaken by or on behalf of [insert you or the Insured].

Provided however that we shall not be liable in respect of claims arising in connection with such lift, hoist, plant and machinery which is otherwise insured in respect of the same liability.

It is further agreed that we shall not be liable for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any alterations and/or additions to lift, elevators or escalators which shall include the enclosure, machinery, plant, supports, doors, safety devices, appliances or contrivances used in connection herewith.

### **Sudden and Accidental Pollution (A)**

It is hereby agreed that Item (2) of Exclusions f under Section I – Coverage A Bodily Injury and Property Damage Liability is deleted in its entirety and replaced by the following:

A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

Paragraph A. above does not apply if such discharge, dispersal, seepage, migration, release or escape:

- is accidental, sudden, unexpected, and unintended; and
- takes place entirely outside the United States, Puerto Rico and Canada.

B. This insurance does not apply to any damages, loss, cost or expense arising out of any:

1. demand, order, request or regulatory or statutory 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 proceeding by or on behalf of a governmental authority or others 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.

Paragraph B. above applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

### **Definitions**

Under Definitions, the following definition is added

**United States**

**United States** means the United States of America (including its possessions and territories).

**Pollutants**

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals and waste.

All other terms and conditions remain unchanged.

**DIETHYSTILBESTROL EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that this Policy shall not apply to any liability for **[insert Bodily Injury, or “bodily injury”]**, **[insert Personal Injury and Advertising Injury or “personal and advertising injury”]** or **[insert Property Damage or “property damage”]** arising out of the manufacturing, handling, distribution sale, application, consumption or use of any drug or product known as diethystilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed.

**[insert The Company or We]** will not have the duty to defend any claim or suit seeking to impose costs, expenses, liability arising out of the product listed above.

**Nose Coverage – Policy Extension**

Subject to the terms, exclusions, definitions and limitations of this Policy, **[insert the Company agrees or we agree]** to extend this Policy to indemnify the Insured for all sums which the Insured becomes legally liable to pay as Compensation in respect of **[insert Bodily Injury or Property Damage or “bodily injury” or “property damage”]** occurring within the Policy Territory in connection with the Business and provided that:

- a) such **[insert Bodily Injury or Property Damage or “bodily injury” or “property damage”]** occurs during the period of **[insert period]**.
- b) the Claim is first made against the Insured and notified to **[insert the Company or us]** during the Policy Period.

The Company's maximum liability to indemnify the Insured for Claims in respect of all Bodily Injury or Property Damage occurring during the period specified in (a) above will not exceed the Policy Limit stated in the Schedule.

All claims afforded coverage by virtue of this Policy Extension are subject to a Deductible **[insert amount]** for **[insert specific product]** each and every Occurrence.

Only the following Products manufactured or sold by **[insert Insured's Name]** are afforded coverage by this Policy Extension:

**[insert specific products]**

**Additional Exclusions**

This Policy Extension does not cover Claims arising out of or in any way connected with the following:

- a) knowledge of the Insured at the inception date of this Policy Extension of any Circumstances that may result in a Claim under this Policy Extension;
- b) any Claim made against the Insured prior to the inception date of this Policy Extension; or
- c) any Claim or Circumstances notified, in whole or in part, to **[insert the Company or us]** or any other insurer prior to the inception date of this Policy Extension; or
- d) any Claim or Circumstances of which the Insured was aware or ought reasonably to have been aware prior to the inception date of this Policy Extension.

**Additional/Amended Definitions**

For the purposes of this Policy Extension only, the following definitions apply:

**- Circumstances means**

Any facts, situation, matters or circumstances which give rise to a Claim or has the potential to give rise to a Claim.

**- Claim means**

Any written demand for damages in respect of Bodily Injury or Property Damage which arises from an Occurrence in connection with the Business of the Insured. All Claims that arise from one source or original cause are deemed to constitute one Claim.

**USA/Canada Domiciled Operations Exclusion - with exception (B)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any of the Insured's domiciled operations in United States of America, Canada or their respective protectorates and territories except:

(A) With no USA/Canada local underlying policies:

- (a) the Bodily Injury, Personal Injury and Advertising Injury or Property Damage arises from Products exported into United States of America, Canada or their respective protectorates and territories,
- (b) the activities of traveling executives and salesmen on Business who are non-resident in United States of America, Canada or their respective protectorates and territories, or
- (c) the ownership or occupancy of premises as sales offices and warehouse used by the Insured in relation to the export of Products from the territory outside of the United States of America, Canada or their respective protectorates and territories and where the Insured does not undertake the repair, service, testing, treatment, processing, assembling, modification or manufacture of Products.

(B) With USA/Canada local underlying policies: This Policy will only provide Straight Follow Form regarding any claims arising out of the Insured's USA/Canada domiciled operations covered by but in excess of the USA/Canada underlying policies stated in "Maintenance of Underlying Policies Clause".

The addition of this endorsement does not imply that other Policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

**Sudden and Accidental Pollution – Time Element**

The Pollution Exclusions under Exclusions 3.6 are deleted in their entirety and replaced by the following:

This insurance does not apply to:

**Pollution**

Bodily injury or Property Damage arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants by whomever caused, including, but not limited to, into or upon the land, the atmosphere or any watercourse or body of water, including underground water or water table supplies; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental and meets all five of the following conditions:

1. the discharge, dispersal, release, or escape must be neither expected or intended by the Insured, and
2. the beginning of the discharge, dispersal, release or escape must take place during the Policy Period, and
3. the discharge, dispersal, release or escape must be physically evident to the Insured or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape,

and

4. the initial Bodily Injury or Property Damage caused by the discharge, dispersal, release or escape must ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
5. Notwithstanding anything to the contrary in 4.2 Insured's duties in the event of an Occurrence or any other policy conditions, the Occurrence must be reported to the Company as soon as practicable but not later than 30 days after the beginning of the discharge, dispersal, release or escape.

If the Company and the Insured should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all 5 enumerated conditions are met rests with the Insured, at the Insured's own expense. Until the Company accepts such proof, the Company may, but are not obligated to defend any claim.

This insurance does not apply to any cost or expense arising out of or is in any way related to any governmental or other demand or request that an insured test for assessing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing "pollutants". This includes demands, directives, complaints, suits, or requests brought by any governmental entity or by any person or group of persons.

The Company shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for damages or any other relief.

#### **Incidental Products Liability (A)**

It is hereby declared and agreed that with effect from inception, the Company will pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as Compensation because of Bodily Injury or Property Damage included within the Definition of 2.17 Product of incidental products. Incidental Products include embossed ash trays, calendars, pens, watches and clocks used for promotional and marketers purposes, and does not include the preparing, approving or failing to approve opinions or reports, or change orders, designs or specifications or any other professional service.

Sub-Limit of **[insert sub-limit amount]**.

The Company keeps the subrogation right to the products manufacturers.

#### **Incidental Products Liability (B)**

It is hereby declared and agreed that with effect from inception, the Company will pay on behalf of the Insured all sums which the Insured becomes legally liable to pay as Compensation in respect of:  
Bodily Injury, or  
Personal Injury and Advertising Injury, or  
Property Damage,  
occurring within the Policy Territory during the Policy Period as a result of an Occurrence happening in connection with the Incidental Products, subject to the sub-limits as follows:-

Sub-limit of **[insert sub-limit amount]**.

The Company reserves the subrogation right against the manufacturer of the Incidental Products.

For the purpose of this extension, the incidental Products means any goods or products which are supplied and/or provided by the Named Insured for promotion or marketing purpose.

#### **Specified Named Insured Condition Clause**

It is hereby understood and agreed that, the coverage provided under this Policy to **[insert the Insured's name]** is subject to the following conditions:

- A) The operation is exclusively for **[insert Insured's name]** in **[insert Countries]**;
- B) The coverage afforded by this endorsement shall be the excess insurance over any valid and collectible insurance (including any deductible portion thereof) available to the Insured, and Conditions 4.10 Other Insurance shall be amended accordingly;
- C) Any claims arising out of CAR/EAR operation are excluded.

Subject otherwise to the terms, conditions and exceptions of the policy.

### **Airside War Hi-Jacking and Other Perils Clause**

This Policy does not apply to liability caused by or arising from

- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power
- (b) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (c) strikes, riots, civil commotions or labour disturbances
- (d) any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional
- (e) any malicious act or act of sabotage
- (f) confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority
- (g) hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured

in respect of occurrences happening Airside only.

### **Completed Operation Endorsement (Claims Made Form)**

It is hereby declared and agreed that, with effect from Inception date, the coverage hereunder is extended to cover Completed Operations, therefore, "Products Hazard" set forth in the Coverage Part and Definitions (I) under this policy is amended to read as below.

Coverage Part – Claims Made Form

#### A. Insuring Agreement

The Company will pay on behalf of the Insured all sums which the insured shall become legally obligated to pay as damages as the result of claims first made against the insured and reported to the company during the policy period because of bodily injury or property damage included within the products-completed operations hazard to which this insurance applies. No other obligations or liability to pay sums or perform acts or services is covered unless provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to bodily injury and property damage which occurred before the Retroactive Date, if any, shown on the Declarations page or which occurs after the policy period. The bodily injury or property damage must be caused by an occurrence. The occurrence must take place in the Policy territory.

A claim shall be deemed to have been made only when suit is brought or written notice of such claim is received by the insured.

All claims for damages because of bodily injury or property damage sustained by any one person or organization as a result of any one occurrence shall be deemed to have been made at the time the first of those claims is made.

The Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

#### DEFINITIONS

(I) Products-completed operations hazard:

a. includes all bodily injury and property damage occurring away from premises the Insured owns or rents and arising out of the Insured's product or work except:

(1) Products that are still in the Insured's physical possession; or

(2) Work that has not yet been completed or abandoned. However, work will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in the Insured's contract has been completed.
- (b) When all of the work to be done at the job site has been completed if the Insured's contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Insured, and that condition was created by the loading or unloading of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

### **Blanket Additional Insured (Clinical Investigators, Sites and Scientific Advisory Boards) Endorsement**

The following are also insured but only in respect to claims arising out of the insured's human clinical trials covered by this policy:

- a. Any Clinical Investigator and/or Site Management Organization named in the insured's written protocol for the insured's human clinical trials.
- b. Any Scientific Advisory Board but solely as respects to their liability for damages for which the Named Insured, named in the Declarations page of this Policy is also liable.

This insurance does not apply to:

Any malpractice, error, or act of omission committed in the rendering of professional services or advice by any medical doctor, resident, intern or other person or organization under contract or agreement with the insured to administer, review, oversee, direct, conduct, consult on, or perform services for or in connection with the human clinical trial.

All other terms and conditions of this Policy remain unchanged.

### **ADDITIONAL INSURED – BROAD FORM VENDORS**

This endorsement modifies insurance provided under the following:

#### **SCHEDULE**

Name of Person or Organization (Vendor):

Product: As per the Schedules of the Policy.

Persons Insured is amended to include as an Insured any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to Bodily Injury or Property Damage arising out of the Named Insured's products shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:  
Bodily Injury or Property Damage for which the vendor 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 that the vendor would have in the absence of the contract or agreement;

Any express warranty unauthorized by the Named Insured;  
Any physical or chemical change in the product made intentionally by the vendor;  
Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repackaged in the original container;  
Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;  
Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;  
Products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or  
Bodily Injury or Property Damage arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:  
(1) The exceptions contained in Subparagraphs d. or f.; or  
(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom the Named Insured has acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **FIRE AND/OR EXPLOSION LEGAL LIABILITY CLAUSE**

It is agreed that this Policy extends to indemnify all sums which [insert the Insured or you] shall become legally liable to pay as [insert Compensation or damages] for damage by fire and/or explosion to premises as specifically indicated, including landlord's fixtures, fittings and furnishings, not being [insert the Insured's or your] own but occupied by or in his physical or legal control.

In the event that [insert the Insured entitles or you entitle] to indemnify under any other policy of insurance, the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy.

Provided that the limit of liability shall apply inclusive of this clause.

Except to the extent that the provisions of this Policy are hereby modified, the terms, exclusion and conditions shall apply.

#### **BROADCASTING EXCLUSION**

This endorsement modifies insurance provided under the following:

This policy does not apply to Personal Injury and Advertising Injury arising out of the production, use, utterance, distribution of any program or advertising material in connection with the insured's radio or television station or cable television operation.

All other terms and conditions remain unchanged.

#### **FIELD OF ENTERTAINMENT EXCLUSION**

This endorsement modifies insurance provided under the following:

This policy does not apply to Personal Injury and Advertising Injury arising out of:

- A. Invasion or infringement of or interference with the right of privacy or publicity, whether under common law or statutory law;
- B. Infringement of copyright or trademark, whether under common law or statutory law;
- C. Libel, slander or other forms of defamation;

- D. Misappropriation or unauthorized use of titles, slogans, formats, ideas, characters, plots or other program material; or
- E. Infringement of copyright or common law property rights in literacy or musical material, plagiarism, unfair competition, deceptive trade practice or piracy;

committed or alleged to have been committed by the insured while operating within the "field of entertainment."

"Field of Entertainment" means:

- A. The creation, production, pre-production, post-production, distribution, exploitation or exhibition of motion pictures, video productions, television programs, commercial films, educational films, audio recordings, phonograph recordings, cassettes and discs, electrical transcriptions, sheet music, theatrical shows, live performances, concerts, sporting or athletic events, literary works or other similar mediums;
- B. The conduct or directing of any players, entertainers, or musicians in any production, show, appearance, performance, exhibition, sporting or athletic event, or any other entertainment medium or exhibition;
- C. The ownership, licensing, operation, maintenance or use of merchandising programs, advertising or publicity material, characters or ideas, whether or not on the insured's premises or in the insured's possession at the time of the alleged offense; or
- D. The ownership, leasing, operation, maintenance or use of arenas, stadiums, theaters and similar exhibition venues or media; or
- E. The sponsorship, production or promotion of any live performance, concert, sporting or special event.

All other terms and conditions remain unchanged.

### **Products Liability Special Exclusion**

It is declared and agreed that the following Named Insureds are not applied for Products Liability coverage.

[Insert: Named Insured.]

The addition of this endorsement does not imply that other policy provisions provide Products Liability coverage for the above-said Named Insureds.

All the other terms and conditions remain unchanged.

### **AUTOMATIC COVER OF ENTITIES AMENDMENT ENDORSEMENT**

The definition of 2.1.3 Insured is amended to read as the following:

2.1.3 any new organisation acquired by the Insured during the Policy Period through consolidation, merger, purchase of the assets of or assumption of control and active management or creation, provided that such acquisition is notified to the Company in writing within 90 days; and the Company gives notice in writing to the Insured that such new organisation shall be covered by the Policy; and the Insured pays any additional premium that may be required by the Company in respect of such new organisation.

The above said new organisation does not include [Insert the entities].

All the other terms and conditions remain unchanged.

### **NAMED INSURED'S EMPLOYEES ON ASSIGNMENT TO ANOTHER NAMED INSURED'S PREMISES CLAUSE**

It is declared and agreed that any of the Named Insureds' employees on assignment to another Named Insured's premises would be regarded as third parties provided that the



duration of such assignment is not more than one month and the former Named Insured's legal liability must be duly established in the event of any claim brought against them. Subject otherwise to the terms, conditions and exceptions of the policy.

#### **LANDLORD'S LIABILITY CLAUSE**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this policy extends to indemnify **[Insert the insured or you]** against legal liability arising out of the ownership of the insured premises **[Insert the insured or you]** leased or rented out **[Insert [provided that the limit of liability shall apply [Insert sub-limit], if any]**

All the other terms and conditions remain unchanged.

#### **LANDLORD'S LIABILITY ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this [insert policy or Policy] extends to indemnify [Insert the insured, the Insured or you] against legal liability arising out of the ownership of the insured premises [Insert the insured, the Insured or you] leased or rented out [Insert [provided that the limit of liability shall apply [Insert sub-limit terms], if any].

All the other terms and conditions remain unchanged.

#### **Lifts, Hoist, Plant, Machinery Clause**

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that the within policy will subject to its terms, limitation and conditions be extended to cover the [Insert the Insured's or your] legal liability arising out of any claim made in respect of passenger and goods lifts, building automations, installations, hoist, plant and machinery (excluding claims recoverable under any engineering insurance policy which may be in existence) warranted that regular inspection and maintenance of the within insured lifts, hoist, installations, plant and machinery shall be carried out by authorized contractors.

#### **Lifts, Hoist, Plant, Machinery Endorsement**

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that the within [insert policy or Policy] will subject to its terms, limitation and conditions be extended to cover [Insert the Insured's, the insured's or your] legal liability arising out of any claim made in respect of passenger and goods lifts, building automations, installations, hoist, plant and machinery (excluding claims recoverable under any engineering insurance policy which may be in existence) warranted that regular inspection and maintenance of the within insured lifts, hoist, installations, plant and machinery shall be carried out by authorized contractors.

#### **NON ACCUMULATION OF LIMITS OF INSURANCE CLAUSE**

This policy is one of several policies issued by [Insert the Company or us] or other member insurers of the Chubb Group of Insurance Companies to [Insert the Insured or you], and/or [Insert the Insured's or your] subsidiary companies, to confirm with various state jurisdiction requirements. It is agreed that any claim or suit which could be covered under two or more of these policies will be covered under only one of the policies. Regardless of the number of claims or suits, the number of policies, or the number of Additional Insured which could be involved, the combined total annual aggregate limits of liability under all such policies to which this endorsement is attached will not exceed [Insert amount] for any one policy.

#### **Swimming Pool Endorsement**

It is declared and agreed that [Insert: Named Insured's] employees are deemed as third parties if using the aforesaid swimming pool within the aforesaid dormitory in [Insert: the location address]

Subject otherwise to the terms, conditions and exceptions of the policy.

#### **Sympathetic Payment Clause**

It is declared and agreed that Pre-payment on minor loss amount shall not exceed USD1,500 / per claim before claim closure, which is pre-agreed by the Company (Chubb), in order to mitigate any potential sequent claim made by any third party (if PL cover) or employee insured or employee's family (if EL cover). The Company agrees to reimburse Named Insured, if necessary, any money already sent by Named Insured to express the sympathy to any affected third party (if PL cover) or employee insured (if EL cover) which Named Insured is legally liable for any bodily injury (and/or property damage if PL cover) of the said third party or

employee insured will be deemed as part of the total claim/loss payment and will be counted in the final settlement amount subject to the policy's applicable limit of liability.

Subject otherwise to the terms, conditions and exceptions of the policy.

### **Amendment to Supplementary Payments Endorsement**

It is hereby agreed that item 1.4.9 under 1.4 – Supplementary Payments is deleted and replaced in its entirety by the following:

1.4.9 Any amount payable by the Company for any supplementary payments will not reduce the limit of liability stated in the Schedule.

### **Employers' Liability Extension Clause**

Notwithstanding any provision contrary to this insurance or any endorsement thereto, it is agreed that the policy extends to cover [insert company name], with the main business operation of [insert business type], as Additional Insured under Employers' Liability Insurance by sharing the sub-limit of [insert the amount] any one Occurrence / annual Aggregate under Employers' Liability Insurance Endorsement subject to the following:

1. Their respective employees with the full or partial responsibility and/or job description and/or position of [insert employee's profession] (in Taiwan, R. O. C. and/or overseas) or similar position and/or job description and/or responsibility are not covered;
2. Policy Territory applied is limited to Taiwan, R. O. C. only, rather than Worldwide territory under Policy Territory.
3. This extension does not apply to Bodily Injury and/or Property Damage directly or indirectly arising out of, caused by, resulting from or in connection with the professional liability of [insert company name]

All the other terms and conditions remain unchanged.

### **ADDITIONAL INSURED – TENANT**

This endorsement modifies insurance provided under the following:

SCHEDULE

Person or Organization: [Insert]

The Definition of 2.1 Insured is amended to include as an Insured the person or organization shown in the above Schedule but only with respect to liability arising out of use of that part of the premises rented by such person or organization and subject to the following additional exclusion:

This insurance does not apply to:

- 1.
- 2.

[If any, Insert sub-limit of US\$xxx]

### **Excess Automobile Liability Endorsement (B)**

[If any, insert Sub-Limit: [insert amount] any one Occurrence / Annual Aggregate Liability]

In consideration of the premium charged, it is hereby agreed and understood that, with effect from [insert date]:

1. The coverages provided by this Policy shall be in excess of the terms and conditions of any local compulsory insurance and the voluntary third-part Motor Vehicle Liability (as agreed) provided to the Company, [Insert underlying policies and their related conditions, such as limit, territory, jurisdiction, vehicle type (owned/non-owned/hired), number of vehicle covered..etc., if any]
2. With respect to occurrences not covered by the current Motor Vehicle Policy/Policies but covered under the terms and conditions of this Policy, this Policy will be considered

primary.

3. The Insured shall maintain the underlying compulsory and additional liability policies and renewals or replacements thereof keep limits and coverage not more restrictive than the expired one in full effect during the Policy Period. Failure to comply with the foregoing or bankruptcy or insolvency of any of the underlying Insurers shall not invalidate this Policy but in the event of such circumstances Chubb shall be liable only to the extent that it would have been liable had such circumstances not existed during the Policy Period.
4. No passenger liability coverage is provided for trucks.

All other terms and conditions remain unchanged.

#### **EVENT SPONSOR LIABILITY CLAUSE**

It is agreed that this policy extends to indemnify all sums which [Insert the Insured or you] shall become legally liable to pay as [insert Compensation or Damages] for [insert Bodily Injury or "bodily injury"] or damage to property caused by an event sponsored by [Insert the Insured or you].

#### **Elevators/Escalators/Lifts Clause**

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that the within policy will subject to its terms, limitation and conditions extended to cover the Insured's legal liability arising out of any claim made in respect of elevators, escalators and lifts warranted that regular inspection and maintenance of the insured elevators, escalators, and lifts shall be carried out by authorized contractors.

#### **Public Liability Extension Clause**

It is agreed that the policy extends to cover [Insert Person or Organization] as Additional Insured solely under Public Liability Coverage [If any, Insert sub-limit], but limited to the owned, rented or occupied premises within [Insert territory].

[If applicable, Insert "This extension doesn't extend to cover the Public Liability of [Insert Person or Organization] outside the above-said owned, rented or occupied premises."]

#### **EMISSION OF RADIATION EXCLUSION**

The Policy does not cover any legal liability arising out of or in any way connected with the emission of radiation.

All other terms and conditions remain unchanged.

#### **Amendment to Lead Exclusion**

It is hereby declared and agreed that, Lead Exclusion shall not apply to the vendor – [insert vendor's name].

Nothing herein contained shall be held to vary, alter, waive or extend any of the Conditions, Limitations or Terms of this Policy to which this endorsement is attached other than as above stated.

#### **Absorption or Inhalation Disease Exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any absorption or inhalation Disease.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

#### **Arbitration Clause**

Any difference or dispute arising out of this Policy or claim adjustments shall be referred to the arbitration of a sole Arbitrator to be appointed in writing by both parties to or, if they cannot agree upon a single Arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three Arbitrators comprising of two Arbitrators – one to be appointed by each of the parties to the dispute / difference, and the third Arbitrator to be appointed by such two Arbitrators.

The place of the arbitration shall be United States and the English language shall be used throughout.

Arbitrators shall determine the difference in accordance with the laws of United States.

#### **Claim Files Audit Clause**

The Company shall be permitted to inspect, examine and audit the Insured's books and record in respect of any products liability claims file at any time during the policy and extensions thereof and within three years after the final termination of this policy, as far as they relate to the Products insured under this policy.

#### **SOCIAL AND/OR RECREATIONAL ACTIVITIES CLAUSE(B)**

It is agreed that this Policy extends to indemnify the Insured for claims in respect of Bodily Injury [insert if applicable: (including Bodily Injury sustained by the Insured's employees)] or damage to property occurring as a result of an accident and happening in connection with social and/or recreational activities.

Provided that

- A) Such activities are not entitled in indemnity under any other insurance policy, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy;
- B) Such activities shall be deemed as though they were observed or fulfilled by the Insured and be subject to the terms, exclusions and conditions of this Policy so far as they can apply;
- C) The limit of indemnity shall apply inclusive of this clause.

#### **Additional Insured (Grantor of Licenses Form)**

It is agreed that the [insert: definition of 2.1 Insured or "Persons Insured" provision] is amended to include as an insured any person(s) or organization(s) that grants licenses to the Named Insured when the Named Insured and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on the Named Insured's policy. Such person(s) or organization(s) is an insured only with respect to their liability as grantor of licenses to the Named Insured.

A person(s) or organization(s) status as an additional insured under this endorsement ends when:

1. The license granted to the Named Insured by such person(s) or organization(s) expires; or
2. The Named Insured's license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

#### **TIE-IN LIMIT CLAUSE (A)**

By way of endorsement to the Policy, the Company and the Insured agree as follows (subject otherwise to all other Terms, Conditions, Limits of Liability and Exclusions of the Policy and any Schedule[s] and/or endorsement[s] attached thereto):

The combined total aggregate limit of liability that the Company shall pay on behalf of the Insured for all sums which the Insured shall be legally liable to pay as Compensation as described under all insurance coverages under this Policy (insert policy numbers) and the other policy(ies) (insert policy numbers) and Supplementary Payments shall be US\$ (insert amount) for any one Occurrence and US\$ (insert amount) for all Occurrences in the aggregate for Products Liability and US\$ (insert amount) for any one Occurrence and US\$ (insert amount) for all Occurrences in the aggregate for coverages other than Products Liability while the specific limit and/or sub-limit for any one Occurrence and for all Occurrences in the aggregate shall remain as described in the Policies, Schedules and/or Endorsements attached thereto respectively.

This endorsement shall not be construed to increase the Limits of Liability (Insurance) stated in the Schedules of any of the above-mentioned policies.

All the other Terms, Conditions and Exclusions of this Policy remain unchanged.

#### **NOSE COVERAGE CLAUSE**

It is hereby understood and agreed that this insurance is extended to apply to claims which are

first made against the Insured during the policy period and which are also reported by the Insured to the Company in writing during the policy period, and which arise solely out of bodily injury or property damage included within the products hazard.

When used in this Endorsement:

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the retroactive period, including death at any time resulting therefrom;

"property damage" means

- (1) physical injury to or destruction of tangible property which occurs during the retroactive period, including the loss of use thereof at any time resulting therefrom, or
- (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the retroactive period.

"retroactive period" means the period from [insert nose coverage period effective date] to [insert nose coverage period expiry date]

It is also understood and agreed that the inclusion of this endorsement shall not increase or extend the aggregate limit of the Company's liability under this policy beyond that which is specified in the policy. The word "claim" as used in the endorsement shall mean a written demand made on the Insured by a third party for monetary damages, claims are subject to the deductible or self-insured retention applicable during the period of this policy.

All other terms, conditions and exceptions remain unchanged.

#### **WAIVER OF SUBROGATION CLAUSE (A)**

In consideration of the premium charged, it is agreed that in case of Employer's Liability claim under this Policy, [insert the Company or we] shall waive [insert its or our] right of recovery through subrogation or otherwise, against [insert vendors] and to the extent required by any agreement or by law, as their respective interests may appear.

#### **Amendment of 3.16 Professional Liability Exclusion**

It is mutually agreed that 3.16 Professional Liability Exclusion in the Policy is deleted in its entirety and replaced by the following:

3.16 the rendering of or failure to render professional advice or service by the Insured given for a fee, or any error or omission connected therewith, except [insert particular service or product provided by the Insured].

All the other terms and conditions remain unchanged.

#### **Primary and Non-Contributory Insurance Clause**

It is hereby noted and agreed that the coverage afforded under this Policy is primary, non-contributory and not be excess coverage with regard to any other available insurance to the "Designated Person and/or Organization" as scheduled.

Designated Person or Organization:[insert Designated Person or Organization.]

#### **Employee's Gym Liability Endorsement**

It is understood and agreed this Policy extend to indemnify the Insured for all sum which the Insured shall become legally liable to pay as Compensation in respect of Bodily Injury or Property Damage to third party occurring as a result of an accident happening in Employees' Gym at the Insured's premises.

For the purpose of this endorsement, employee of the Insured is deemed as third party for this coverage, subject to the followings:

1. The coverage provided is in excess of any valid and collectible insurance available.
2. The limit of liability is [insert: amount] any one occurrence and [insert: amount] in

aggregate.

However, it is hereby noted and agreed the coverage provided under this endorsement does not cover any legal liability arising out of or in any way connected with the followings:

1. Sports Injuries, which including sprains, strains, knee injuries, compartment syndrome, shin splints, Achilles tendon injuries, fractured bones and dislocated joints;
2. Professional Liability of Gym Coach.

Subject otherwise to the terms, exceptions and conditions of this policy.

### **Incidental Medical Malpractice Liability Endorsement**

It is hereby declared and agreed that this Policy is extended to cover the Insured's legal liability for Bodily Injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This extension does not apply to:

- (1) Expenses incurred by the Insured for first-aid to others at the time of an accident and Item 1.4 Supplementary Payments and Item 4.2 Insured's duties in the event of an Occurrence;
- (2) Any Insured engaged in the business or occupation of providing any of the services described under (A) and (B) above;
- (3) Injury caused by any employee or other individual if such person is engaged in the business or occupation of providing any of the services described under (A) and (B) above.

Subject otherwise to the terms exceptions and conditions of this policy.

### **Incidental Medical Malpractice Liability Clause**

It is hereby declared and agreed that this [insert Policy or policy] is extended to cover [insert the Insured's or the insured's] legal liability for [insert Bodily Injury or "bodily injury"] arising out of the rendering of or failure to render, during the [insert policy period or Policy Period], the following services:

- (A) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This extension does not apply to:

- (1) Expenses incurred by the [insert Insured or insured] for first-aid to others at the time of an accident and [insert Paragraph 1.4 Supplementary Payments under 1 COVERAGE Sand Condition 4.2 Insured's duties in the event of an Occurrence under 4 CONDITIONS or the Supplementary Payments Provision and Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS];
- (2) Any [insert Insured or insured] engaged in the business or occupation of providing any of the services described under (A) and (B) above;
- (3) Injury caused by any employee or other individual if such person is engaged in the business or occupation of providing any of the services described under (A) and (B) above.

Subject otherwise to the terms, exclusions and conditions of this [insert policy or Policy].

### **ADDITIONAL INSURED (VENDORS BROAD FORM) - Amendment**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

#### **SCHEDULE**

Name of Person or Organization (Vendor):

Product: As per the Schedule of the Policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Schedule of the Policy as applicable to this endorsement.)

The definition of 2.1 Insured is amended to include, as an Insured, any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to Bodily Injury or Property Damage arising out of Product shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- (a) Bodily Injury or Property Damage for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by the Named Insured;
- (c) Any physical or chemical change in the Product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the Product;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendors' premises in connection with the sale of the Product;
- (g) The defect in Product which gives rise to Bodily Injury or Property Damage is caused by the label, relabel or any other work performed by the vendor.

2. This insurance does not apply to any insured person or organization, from whom the Named Insured have acquired such Product, or any ingredient, part or container, entering into, accompanying or containing such Product.

### **Amendment to Supplementary Payments Endorsement – with cap of limits**

It is hereby agreed that item 1.4.9 under 1.4 – Supplementary Payments is deleted and replaced in its entirety by the following:

1.4.9 Any amount payable by the Company for any supplementary payments will be in addition to the applicable limit of liability stated in the Schedule up to [insert amount] any one Occurrence & [insert amount] Aggregate Liability.

### **Products Warranty(safety standards)**

It is warranted, and a condition precedent to recovery hereunder, that [insert Products][if any, sold to Territory] is/are complied with safety standards of [insert safety standards].

Failure to comply with the conditions of this warranty shall render this policy null and void.

### **Endorsement - 2**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to bodily injury or property damage which occurred after **[insert: date/time]**

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

### **SOCIAL AND/OR RECREATIONAL ACTIVITIES CLAUSE(C)**

It is agreed that this Policy extends to indemnify the Insured for all sums which the Insured becomes legally liable to pay as compensation in respect of Bodily Injury or Property Damage occurring as a result of an Occurrence and happening in connection with social and/or recreational activities organized by the Insured.

Provided that

- A) Such activities are not entitled in indemnity under any other insurance policy, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy;
- B) Such activities shall be deemed as though they were observed or fulfilled by the Insured and be subject to the terms, exclusions and conditions of this Policy so far as they can apply;
- C) The Limit of Liability provided under this clause is limited to [insert amount] per occurrence and [if any, insert amount] in aggregate during the Policy Period. It shall not operate to increase the Limit of Liability as set forth in the Schedule of the Policy.
- D) Such coverage afforded by this endorsement shall not apply to any liability arising out of any kind of racing, competition, bungee jumping, rock-climbing, mountain-climbing, diving, snowboarding, skiing, parachuting, any kind of gilding, wrestling, water sports (except swimming and water fun contests) and motor-bike-riding, ballooning, animal riding and/or engaging in any sport in a professional capacity where the Insured would or could earn income or remuneration from engaging in such sport as sole source of income.

### **ADDITIONAL INSURED -VENDORS (Chubb EXCESS CG 20 15)**

This endorsement modifies insurance provided under the following:

#### **SCHEDULE**

Name of Person or Organization (Vendor):

Product: As per the Schedule of the Policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Schedule of the Policy as applicable to this endorsement.)

For the purpose of this Policy, the clause regarding definition of Insured set forth in Underlying Insurance is amended to include, as an Insured, any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to [Insert: Bodily Injury or Property Damage or "bodily injury" or "property damage"] arising out of Product shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - (a) [Insert: Bodily Injury or Property Damage or "Bodily injury" or "property damage"] for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by the Named Insured;
  - (c) Any physical or chemical change in the Product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the Product;



- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendors' premises in connection with the sale of the Product;
- (g) Product which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. This insurance does not apply to any insured person or organization, from whom the Named Insured have acquired such Product, or any ingredient, part or container, entering into, accompanying or containing such Product.

### **Products Liability Exclusion – Designated Products**

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this Policy excludes any liability arising out of or in connection with products except which are sold and/or distributed via **[insert vendors]**.

All other terms and conditions remain unchanged.

### **Endorsement – 3**

This policy will not be applied to any coverage which is subject to sub-limit under the underlying policy.

### **Lot or Batch Clause Endorsement**

This endorsement modifies insurance provided under the following:

Any "Bodily Injury" or "Property Damage" that:

- A. Is included in the "Products Hazard";
- B. Arises from the substantially same general harmful condition, cause, defect, error, or suspected deficiency; and
- C. Arises out of any one "lot" of "Insured's product" that is prepared or acquired by the Insured;

Shall be considered as a single "Occurrence". Such "Occurrence" shall be deemed to occur when the "Bodily Injury" or "Property Damage" occurs for the first claim arising from such "lot".

For the purpose of this endorsement, a "lot" means all goods or products prepared or acquired:

- A. During the time frame that is the normal amount of time for a single "lot" in accordance with the insured's customary procedures; and
- B. At a single production facility; and
- C. Prepared in accordance with the insured's customary production and quality control "lot" identification procedures.

All other terms, conditions and exclusions remain unchanged.

### **Batch Clause (A)**

This endorsement modifies such insurance as is afforded by the provisions of the [insert policy or Policy] relating to [insert Products Liability Coverage or Products-Completed Operations Liability Coverage].

It is agreed that as respects the [insert Products Hazard, "products-completed operations hazard" or Product], all damages arising out of one lot of goods or products prepared or acquired by [insert the Named Insured or you] or by another trading under [insert the Insured's or your] name shall be considered as arising out of one [insert "occurrence," occurrence or Occurrence].

It is further agreed, that nothing contained in this endorsement shall be held to vary, waive or change any of the terms, limits or conditions of the [insert policy or Policy], except as set forth above.

### **Dismantling and Reinstallation Expenses Endorsement**

### **Insuring Agreement**

Subject always to the **Dismantling and Reinstallation Expenses Limit of Liability** set forth in the **Endorsement Schedule** and to all of the terms, conditions, exclusions and other provisions hereinafter mentioned and contained in the Policy, the Company will indemnify the **Insured** for **Dismantling and Reinstallation Expenses** arising out of a **Recall Incident** in excess of the **Retention** set forth in the **Endorsement Schedule**, provided that the **Recall Incident** is discovered and first reported to the Company during the **Endorsement Period**.

### **Exclusions**

The Company is not liable for payment of any costs or expenses directly or indirectly caused by or resulting from:

- (a) any **Claim** for **Bodily Injury** or **Property Damage** or any other **Claim** made by a third party against the **Insured** arising out of, or in connection with the use or consumption of the **Insured Product(s)**;
- (b) any intentional violation of governmental laws or regulations by any employee of the **Insured** in connection with the manufacture, sale or distribution of any **Insured Product(s)** or any intentional use by such employee of any material or substance in the manufacturing process which has been banned or declared unsafe by any governmental agency;
- (c) any litigation or any proceedings before any governmental body as a result of a **Recall Incident** or otherwise; ;
- (d) any **Insured Product(s)** which are prototypes, single-units or experimental products;
- (e) any **Recall Incident** which occurs more than [insert number of years] after the **Insured Product(s)** has left the control of the Insured;
- (f) any liability assumed by the **Insured** under any oral or written contract or agreement, except that this exclusion shall not apply to a **Claim** where legal liability for **Dismantling and Reinstallation Expenses** would exist even in the absence of such contract or agreement, provided always that such liability arises from a **Recall Incident**;
- (g) a **Recall Incident** resulting from any alleged, threatened or actual wilful and/or malicious product tampering.

### **Amendment to Medical Payments Endorsement**

It is hereby agreed that item 1.2 Medical Payments Coverage is amended to include Medical Expenses for Bodily Injury caused by an accident because of social and/or recreational activities sponsored or organized by the Named Insured

All other provisions, terms, conditions and exclusions remain unchanged.

### **Social and/or Recreational Activities Clause - Amendment**

It is agreed that this Policy extends to indemnify the Insured for all sums which the Insured becomes legally liable to pay as compensation in respect of Bodily Injury or Property Damage occurring as a result of an Occurrence and happening in connection with social and/or recreational activities including Voluntary Service, any types of Camp, Costal Cleanup, Art Appreciation, Running/Sports Festival and Annual Event/Party sponsored or organized by the Insured.

Provided that

- A) Such activities are not entitled in indemnity under any other insurance policy, otherwise the indemnity granted herein will apply only in respect of an amount in excess of that provided by such other policy;
- B) Such activities shall be deemed as though they were observed or fulfilled by the Insured and be subject to the terms, exclusions and conditions of this Policy so far as they can apply;

C) The Limit of Liability provided under this clause is limited to [insert amount] per occurrence and [if any, insert amount] in aggregate during the Policy Period. It shall not operate to increase the Limit of Liability as set forth in the Schedule of the Policy.

D) Such coverage afforded by this endorsement shall not apply to any liability arising out of any kind of motor racing, go-karting, bungee jumping, rock-climbing, mountain-climbing, diving, sandboarding, snowboarding, skiing, parachuting, any kind of gilding, wrestling, water sports (except swimming and water fun contests) and motor-bike-riding, mountain-biking, ballooning, animal riding, paint-balling, war-game, and/or engaging in any sport in a professional capacity where the Insured would or could earn income or remuneration from engaging in such sport as sole source of income.

### **Sub-Limit Application Clause**

This policy is not applicable for any coverage which is subject to sub-limit under the underlying insurance except in the event of exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall provide coverage for the following extensions.  
[Insert sum-limit coverage with sub-limit]

Subject otherwise to the terms, conditions and exclusions of the original policy.

### **ADDITIONAL INSURED -- LESSOR OF LEASED EQUIPMENT**

#### **SCHEDULE**

#### **Name of Additional Insured Person (s) Or Organization(s):**

Any lessor of leased equipment, whom Named Insured has agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. The Definition of 2.1 Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for Bodily Injury, Property Damage or Personal and Advertising Injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of equipment leased to Named Insured by such person(s) or organization(s).

However:

3. The insurance afforded to such additional insured only applies to the extent permitted by law; and
4. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which the Named Insured is required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any Occurrence which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to the Coverage of 1.3 Limits of Liability:

If coverage provided to the additional insured is required by a contract or agreement, the most the Company will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Schedule; whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown in the Schedule.

### **Products Liability Exclusion – Designated Business Operation**

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this Policy excludes any liability arising out of or in connection with the Product sourced and/or channeled by the Named Insured's "Agency Business"

For the purpose of this endorsement, "Agency business" means business in which the Named

Insured acts as an agent between the suppliers and vendors and the orders are placed by the vendors to the suppliers directly.

All other terms and conditions remain unchanged.

### **Public Liability Exclusion – Designated Business Operations**

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this Policy excludes any legal liability arising out of or in connection with the Insured's Business as Retailer in Taiwan except for the Insured Products supplied, sold and/or distributed by the Insured in the course of the Insured's Business.

All other terms and conditions remain unchanged.

### **Additional Insured (Grantor of Licenses Form) –(A)**

#### **SCHEDULE**

Name of Person or Organization (Additional Insured):

It is agreed that the [insert: definition of 2.1 Insured or "Persons Insured" provision] is amended to include as an insured any person(s) or organization(s) that shown in the Schedule, but only with respect to liability as the grantor of licenses to the Named Insured.

### **USA/CANADA DOMICILED OPERATIONS EXCLUSION (Chubb CGL)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any Insured's USA/Canada domiciled operations.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

### **EXCESS LIABILITY COVERAGE LIMITATION**

Notwithstanding anything herein to the contrary, it is hereby noted and confirmed that the insurance afforded by this Policy only applies in excess of Products - Completed Operations of Underlying Insurance and to the Products Insured as declared under Schedule only.

### **HEPATITIS/HIV/AIDS EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes any claims or liability arising from any condition directly or indirectly caused by, or associated with Hepatitis, Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives, or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.

[insert: "We" or "The Company"] shall have no duty to defend any suit arising out of or in any way connected to such lawsuits or legal proceedings or any demands made against the insured regardless of the circumstance concerned.

### **SANCTIONED TERRITORIES EXCLUSION ENDORSEMENT**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit [insert the name or pronoun of the insurance company used in CGL, PLI, Excess Liability, Umbrella Liability or PPL policies] from providing insurance, including, but not limited to the payment of claims.

### **Supplementary Payment Extension- Designated Insured**

**Designated Insured: [insert company name, ex: Chicony Electronics Co Ltd and their subsidiaries and affiliates]**

It is hereby noted and agreed that the Company will defend the Designated Insured as scheduled in this endorsement above in respect of Suit to which this insurance applies if all of the following conditions are met:

1. the allegation in the Suit is only in connection with products liability claims or suit caused by the Insured products covered under this policy.
2. the allegations in the Suit and the information which is known about the Occurrence are such that no conflict appears to exist between the interests of the Insured and the interests of the Designated Insured;
3. the Designated Insured and the Insured have requested the Company to conduct and control the defence of that Designated Insured against such Suit and agree that the Company

can assign the same counsel to defend the Insured and Designated Insured; and the Designated Insured agrees in writing to:

- a. cooperate with the Company in the investigation, settlement or defence of the Suit
- b. immediately send us copies of any demands, notices, summonses or legal paper received in connection with the Suit;
- c. notify any other insurer whose coverage is available to the Designated Insured and
- d. cooperate with the Company with respect to coordinating other applicable insurance available to the Designated Insured; and
- e. provide the Company with written authorization to obtain records and other information related to the Suit; and conduct and control the defence of the Designated Insured in such Suit.

On complying with the above conditions, attorneys' fees incurred by the Company in the defence of that Designated Insured and necessary litigation expenses incurred by the Company and necessary litigation expenses incurred by the Designated Insured at the Company's request will be paid as Supplementary Payments.

The Supplementary payments are payable subject to the followings:-

1. The Company is not obliged to pay any defence cost or expenses or to defend any Suit after the Company's liability under this Policy to indemnify the Insured has been exhausted.
2. The total amount payable by the Company under this Policy including all supplementary payments will not exceed the limit of liability stated in the Schedule.
3. Deductible as stated in the Schedule is payable by the Insured.

However, the Company will not be liable to pay or indemnify the "Designated Insured" for any Compensation.

#### **Amendment to Minimum & Deposit Premium Clause**

Notwithstanding anything in the policy contained to the contrary, it is hereby declared and agreed that the premium appearing in the declarations/schedules is a deposit and minimum premium subject to adjustment at expiry based on your actual sales revenue during the policy period, and you shall supply us such record at the expiry of the policy period.

At each renewal, continuation, or anniversary of the effective date of this policy, we will calculate the premium for the completed policy period in accordance with the premium rate quoted at the inception date of the policy period. As agreed, the adjustment premium will be waived if the actual premium exceeds the deposit and minimum premium for not more than 10%. If the actual premium exceeds the deposit and minimum premium for more than 10%, we will send notice to the first Named Insured, or its authorized insurance representative, advising of the adjustment premium (after deducting the above mentioned adjustment waiver of 10% of minimum and deposit premium) to be paid to us and the date by which payment is required.

If this policy is terminated or cancelled by you, the minimum premium appearing in the declarations/schedules is deemed to be fully earned and is due and payable to us. No premiums shall be refunded to you, unless we terminate or cancel the policy for reasons other than non-payment of premium. In the event we terminate or cancel the policy for reasons other than non-payment of premium, the premium shall be refunded based on a customary pro-rata method.

All the other terms and conditions remain unchanged.

#### **CAR PARK ENDORSEMENT (A)**

It is hereby declared and agreed that this Policy is extended to indemnify the Insured for all sums which the Insured becomes legally liable to pay as Compensation in respect of Property Damage to a Vehicle (other than a Vehicle owned, used by or on behalf of the Insured) whilst that Vehicle is in a car park owned or operated by the Insured other than for income or reward as a car park operator.

Provided always that:

- (i) the Company shall not be liable for any such loss or damage if such loss or damage is covered by any other insurance.

- (ii) the liability of the Company under this clause shall not exceed **[insert policy limit]**, which is inclusive and not in addition to the Limits of Liability as stated in the Schedule.

All other terms and conditions remain unchanged.

### **SANCTION CLAUSE**

By way of endorsement to [insert the policy or the Policy], the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of [insert the policy or the Policy]):

Whenever any payment provided by [insert this policy or this Policy] would be in violation of the United Nations Resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, the Republic of China or United States of America, [insert the Company, we or the equivalent] in no event shall make such payment.

In all other respects, [insert this policy or this Policy] remains unaltered.

### **EMPLOYERS' LIABILITY ENDORSEMENT (A)**

It is hereby declared and understood that this [insert Policy or policy] is extended to cover [insert the Insured's or your] legal liability to employees for [insert Bodily Injury or "bodily injury"] by accident, including death at any time resulting therefrom, arising out of and in the course of their employment by [insert the Insured or you].

However, this endorsement shall not be deemed to include [insert the Insured's or your] liability under any workmen's compensation law, labor standard law, plan or scheme, and provided also that, at the time of the claim, [insert the Insured has or you have] complied with the local workmen's compensation law or scheme in the country of employment or have in force a workmen's compensation policy.

[If any, Insert terms and conditions of this endorsement, ex. Named Insured, Sub-limit, Deductible, Territory/Jurisdiction, underlying policy information, Number of Employees/Payrolls]

[Insert, the following section if there is any underlying policy (limit)]

[In the event of failure by [insert the Insured or you] to maintain the aforementioned underlying policy (limit) in force, the insurance provided under this [insert Policy or policy] shall apply in the same manner that such underlying policy has been so maintained.]

Subject otherwise to the terms, exceptions and conditions of this [insert Policy or policy].

### **Contractual Liability, Hold Harmless or Waiver Agreements Endorsement (for Exhibition)**

With regard to contracts entered into by the Insured relating to exhibition activities in connection with the Insured's Business, Exclusion 3.8 does not apply to liability assumed by the Insured under any contract or agreement entered with any party pursuant to:

- (a) any hold harmless indemnity and/or waiver of rights of recourse against such party; and/or
- (b) any indemnity given to such party

provided always that this Endorsement does not apply to liability assumed under such contract to the extent that such assumption of liability places upon the Insured responsibility regardless of fault of any party who is not a party to or a potential beneficiary of such contract.

### **Products Liability Exclusion – Designated Business Operation (A)**

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this Policy excludes any liability arising out of or in connection with the Product sourced and/or channeled by the Named Insured's "Agency Business" except for the Named Insured's "Agency Business" for [insert the vendors].

For the purposes of this endorsement, the following definitions are added:

1. "Agency business" means business in which the Named Insured acts as an agent between the suppliers and vendors and the orders are placed by the vendors to the suppliers directly.
2. Definition 2.17 Products is amended to read as following:

The Products means any goods or product or work (after it has ceased to be in the possession or under the control of the Insured and it is away from premises the Insured owns or rents), other than real property, designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, sourced, channeled, treated, serviced, altered or repaired by or on behalf of the Insured (including any advice, consultancy, design, plan, specification, formula, labelling, packing, instructions for use or similar insofar as provided in connection with any Product or works described herein), and any container thereof other than a Vehicle.

All other terms and conditions remain unchanged.

## Chubb Life Science Liability Insurance

### 承保範圍

本公司承保生命科學產業因意外事故導致第三人發生損失，而依法律規定或承保契約應對第三人負賠償責任時，而由本公司對被保險人負責。

其主要承保範圍為：

- A - 公共意外責任
- B - 產品-完工危險責任
- C - 廣告傷害與個人傷害責任
- D - 錯誤或疏漏責任

並包含因人體臨床試驗所致之賠償責任。

### 不保事項：(主要事項)

1. 本保險不適用因為虐待或騷擾所引起的任何損害賠償、損失、支出或費用。
2. 本保險不適用於因被保險人或其代理人所有、佔有、維護、使用 (使用包含操作及裝卸作業) 或委託他人管理的飛行器、機動車輛或船舶所導致的任何損害賠償、損失、支出或費用。
3. 本保險不適用於因為任何飛行器產品或導彈或太空船所導致的任何損害賠償、損失、支出或費用。
4. 本保險不適用於因反壟斷、交易限制所導致的任何損害賠償、損失、支出或費用。
5. 本保險不適用於因石棉所導致的任何損害賠償、損失、支出或費用。
6. 本保險不適用於被保險人的任何員工因執行職務所致之責任或損失。
7. 本保險不適用於任何個人在任何時間因與僱用相關的行為、疏忽、政策、慣例或說明而受到的任何損害、損失、支出或費用。
8. 本保險不適用於被保險人或他人為加強或維修任何財產或為預防任何個人或組織遭受傷害或損失而導致的任何損害賠償、損失、支出或費用。
9. 本保險不適用於任何警戒性的或懲罰性的損害賠償、罰款或其他處罰或加倍賠償的加倍部分。
10. 本保險不適用於被保險人故意造成傷害或損失；或一個合理的人處在與被保險人相同的情況下可預見會導致傷害或損失。
11. 本保險不適用於因為任何人體研究倫理委員會的行為導致的任何損害賠償、損失、支出或費用。
12. 本保險不適用於任何實際或聲稱的違反世界上任何地方制定有關資訊傳播法律而導致的任何損害賠償、損失、支出或費用。
13. 本保險不適用於任何個人或組織因侵害或違反智慧財產權法律或權利導致的任何損害賠償、損失、支出或費用。
14. 本保險不適用於因為使用被保險人所有、經營、借用或租用的機動車輛運送機動設備而遭受的任何傷害或損失所導致的任何損害賠償、損失、支出或費用。
15. 本保險不適用於核能，除非用於醫療設備或研究引起的損害賠償、損失、支出或費用。
16. 本保險不適用於因實際、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損害賠償、損失、支出或費用。
17. 本保險不適用於因生育控制或促進的商品或產品、激素替代產品、選擇性血清素再吸收抑制劑 (SSRI) 或疫苗的缺陷、不足、功能不全或危險情況所致之損失。
18. 本保險不適用於一些特定疾病導致的任何損害賠償、損失、支出或費用名(明細請詳閱保險單內容)。
19. 本保險不適用於一些特定物質所致之任何損害賠償、損失、支出或費用名(明細請詳閱保險單內容)。
20. 本保險不適用於任何因為矽所導致的任何損害賠償、損失、支出或費用。

21. 本保險不適用於任何因為恐怖主義活動所導致的任何損害賠償、損失、支出或費用。
22. 本保險不適用於因煙草製品而導致實際或聲稱的任何形式的任何損害賠償、損失、支出或費用。
23. 本保險不適用於因未經批准的產品而導致的任何損害賠償、損失、支出或費用。
24. 本保險不適用關於任何未經批准的人體臨床試驗所導致的任何損害賠償、損失、支出或費用。
25. 本保險不適用於因為非原核准用途的宣傳所導致的任何損害賠償、損失、支出或費用。
26. 本保險不適用因戰爭所導致的任何損害賠償、損失、支出或費用。
27. 本保險不適用於被保險人依據任何勞工補償、殘障福利或失業補助法律或任何類似法律所應承擔的任何責任。

### **Chubb Life Science Liability Insurance Additional Insured Designated Person Or Organization Endorsement**

This Endorsement applies to the Policy described above.

Under Who Is An Insured, the following provision is added.

***Who Is An Insured***  
***Scheduled Person Or Organisation***

Subject to all of the terms and conditions of this insurance, any person or organisation shown in the End acting pursuant to a written contract or agreement between the Named Insured and such person or organ but they are **insureds** only with respect to liability arising out of the Named Insured's operations, or the premises, if the Named Insured is obligated, pursuant to such contract or agreement, to provide them with afforded by this Policy.

However, no such person or organisation is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organisation would have in the absence of such contract or agreement.
- damages arising out of their fault.

**Endorsement Schedule:**

*[insert the full name of any person or organization (and the coverage(s) applied)]*

All other terms and conditions remain unchanged.

### **Chubb Life Science Liability Insurance General Aggregate Limit Revision – Combined Single Limit Endorsement, Coverages A & B**

This Endorsement applies to the Policy described above.

Under Limits Of Insurance, the provision titled General Aggregate Limit is deleted and replaced with the following:

Subject to the Each **Occurrence** Limit and the **Products-Completed Operations Hazard** Aggregate Limit, the General Aggregate Limit is the most the Company will pay for the sum of amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance, in connection with **bodily injury** and **property damage**.

Any such sum the Company pays will reduce the amount of the aggregate limit available for any other payment. The remaining amount of such aggregate limit is the most that will be available for any other payment.

All other terms and conditions remain unchanged.

### **Chubb Life Science Liability Insurance Product Efficacy Exclusion**



Under Exclusions Applicable To All Coverages the following exclusion is added.

#### Product Efficacy

This insurance does not apply to any damages, loss, cost or expense arising out of the failure of **Named Insured's product** to fulfil a particular purpose or intended function or meet a particular level of performance, where the **insured** expressly or impliedly warranted or represented that **Named Insured's product** will fulfil such purpose or function (including purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding **bodily injury** or **property damage**) or meet such level of performance.

In all other respects this policy remains unaltered.

### **Chubb Life Science Liability Insurance Deletion of Coverages A & D Endorsement**

#### 一、承保範圍

本保險契約刪除下列承保範圍，不予承保：

承保範圍 A - 身體傷害與財物損失，公共意外責任

承保範圍 D - 錯誤或疏漏責任（賠償請求報案制）

本保險單所有其餘條款和條件維持不變。

#### 二、除外責任

本附加條款未約定，詳如主保險契約條款之約定。

### **Chubb Life Science Liability Insurance Deletion of Coverages C & D Endorsement**

#### 一、承保範圍

本保險契約刪除下列承保範圍，不予承保：

承保範圍 C - 廣告行為侵害與人格權侵害責任

承保範圍 D - 錯誤或疏漏責任（賠償請求報案制）

本保險單所有其餘條款和條件維持不變。

#### 二、除外責任

本附加條款未約定，詳如主保險契約條款之約定。

### **Chubb Life Science Liability Insurance-Deletion of Coverages A, C & D Endorsement**

The following Coverages are deleted from this insurance and no coverage is provided:

Coverage A – Bodily Injury And Property Damage, Premises/Operations Liability

Coverage C – Advertising Injury And Personal Injury Liability

Coverage D – Errors Or Omissions Liability, Claims-Made And Reported

All other terms and conditions remain unchanged.

### **Chubb Life Science Liability Insurance Designated Products to Designated Vendors-Occurrence Form(Coverage B only)**

#### 一、承保範圍

本附加條款提供銷售給某特定銷售商之特定產品，其所造成之身體傷害或財物損失之賠償責任給付。

#### 二、除外責任

本附加條款未約定，詳如主保險契約條款之約定。

### **Chubb Life Science Liability Insurance-Deductible A Endorsement**

#### Deductible

This insurance applies only to that part of damages, loss, cost or expense which exceeds the amount of the Deductible described in the Schedule.

The insureds are obligated to pay the amounts of damages, loss, cost or expense, to which this insurance would otherwise apply, up to the amounts of such Deductible. The insureds are required to pay the amounts of the Deductible, as incurred.

The Deductible applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Policy Schedule.

The Deductible applies separately to the sum of damages, loss, cost or expense for injury or damage arising out of each loss event.

The terms and conditions of this insurance, including those with respect to:

- the Company's right to defend the insured; and
- the insureds' duties in the event of a claim or suit;

continue to apply, regardless of the application of any Deductible.

The Company may, at its discretion, pay any part of the Deductible to effect any settlement and, upon notification of such action taken, the first named insured shown in the Policy Schedule shall promptly reimburse the Company in full for the amount of any Deductible and reasonable related costs and expenses paid by the Company. Failure to promptly reimburse the Company shall be deemed an event of nonpayment of premium.

The Deductible will not reduce the Limits Of Insurance.

### **Chubb Life Science Liability Insurance-Deductible B Endorsement**

#### **Deductible**

This insurance applies only to that part of damages, loss, cost or expense which exceeds the amount of the Deductible described in the Schedule.

The insureds are obligated to pay the amounts of damages, loss, cost or expense, to which this insurance would otherwise apply, up to the amounts of such Deductible. The insureds are required to pay the amounts of the Deductible, as incurred.

The Deductible applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Policy Schedule.

The Deductible applies separately to the sum of damages, loss, cost or expense for injury or damage arising out of each claim.

The terms and conditions of this insurance, including those with respect to:

- the Company's right to defend the insured; and
- the insureds' duties in the event of a claim or suit;

continue to apply, regardless of the application of any Deductible.

The Company may, at its discretion, pay any part of the Deductible to effect any settlement and, upon notification of such action taken, the first named insured shown in the Policy Schedule shall promptly reimburse the Company in full for the amount of any Deductible and reasonable related costs and expenses paid by the Company. Failure to promptly reimburse the Company shall be deemed an event of nonpayment of premium.

The Deductible will not reduce the Limits Of Insurance.

### **Chubb Life Science Liability Insurance-Difference In Conditions/Differences In Limits Endorsement**

#### **Difference In Conditions/Difference In Limits**

The coverages provided by this endorsement apply pursuant to their terms and conditions, unless:

A. underlying insurance, by its terms and conditions, applies, or would have applied but for the exhaustion of its limits of insurance by payments of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), to covered loss, then the coverages apply as set forth in the Excess Provision; or

B. underlying insurance, by its terms and conditions, does not apply to covered loss for reasons other than the exhaustion of its limits of insurance and the named insured has maintained all required specific insurance, then the coverages apply as set forth in the Difference In Terms/Conditions Provision.

### **Chubb Life Science Liability Insurance-Human Clinical Trials Exclusion Endorsement**

#### **Exclusion**

The following exclusion is added to this policy and replaces any similar exclusion contained therein.

The use of the words damages, loss, cost or expense in this exclusion does not expand any coverage(s) under this contract.

#### **Human Clinical Trials**

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any human clinical trial.

All other terms and conditions remain unchanged.

### **Chubb Life Science Liability Insurance-Limitation To Designated Products**

### **Endorsement**

#### Limitation To Designated Products

This insurance does not apply to bodily injury or property damage arising out of the products described below, if the injury or damage would otherwise be included in the products-completed operations hazard.

#### Description of Product:

All products of the insured except the following:  
All other terms and conditions remain unchanged.

### **Chubb Life Science Liability Insurance-Required Specific Insurance**

#### **Endorsement**

#### Required Specific Insurance

KINDS OF  
COVERAGE(S)  
JURISDICTION

LIMITS OF INSURANCE

Pursuant to the Maintenance Of Required Specific Insurance provision of the Conditions section of Difference In Conditions/Difference In Limits Endorsement [Form 75-02-0226 (Ed. 03-08)], the named insured must see to it that any required specific insurance shown above is and remains valid and in full force and effect.

All other terms and conditions remain unchanged.

### **Chubb Life Science Liability Insurance-Scheduled Diseases Exclusion**

#### **Endorsement**

#### 一、承保範圍

本附加條款未約定，詳如主保險契約條款之約定。

#### 二、除外責任

本附加條款縮小此除外責任的範圍，將不適用於此除外責任的產品內容載明於此附加條款。

### **Chubb Life Science Liability Insurance-Scheduled Goods Or Products**

#### **(Including Medical Devices) Exclusion Endorsement**

#### 一、承保範圍

本附加條款未約定，詳如主保險契約條款之約定。

#### 二、除外責任

本附加條款縮小此除外責任的範圍，將不適用於此除外責任的產品內容載明於此附加條款。

### **Chubb Life Science Liability Insurance-Scheduled Materials Or Other Goods Or**

#### **Products Exclusion Endorsement**

#### 一、承保範圍

本附加條款未約定，詳如主保險契約條款之約定。

#### 二、除外責任

本附加條款縮小此除外責任的範圍，將不適用於此除外責任的產品內容載明於此附加條款。

### **Chubb Life Science Liability Insurance-Scheduled Trials Endorsement**

#### Coverages

Under Coverages, the provision titled Special Provisions Applicable To A Human Clinical Trial is deleted and replaced with the following:

Subject to all of the terms and conditions of this insurance, this insurance applies to a human clinical trial only if such trial(s) is described in the Schedule Of Insured Human Clinical Trials and only if:

- the material tested is a life science product; and
- exposure to such material, upon or within human beings during the trial, did not first occur before the beginning of the policy period or Retroactive Date as applicable.

With respect to such human clinical trial, this insurance applies only if the:

- insured makes all filings that the insured is required to make under all applicable laws and regulations and receives all necessary authorizations in connection therewith;
- trial is approved by the appropriate institutional review board or similar organization; and
- insured has not recklessly or willfully violated or consented to any violation of any agreement,

contract, law, procedure, protocol or regulation applicable to the conduct of the trial.

### **E002 Loss Of Documents Of Others**

Under Coverage, and not withstanding the Adjustment, Inspection, Recall or Replacement Expense Exclusion, the **Company** will pay for costs and expenses the named **insured** becomes legally liable to pay for loss of or damage to data or documents owned by others including information stored in electronic form whilst in the custody of the named **insured** or other persons or organisations to whom the named **insured** has entrusted such documents.

Provided that in connection with this Coverage:

1. the **Company** will not be liable in respect of any:
  - claims arising from wear and tear, gradual deterioration, moth or vermin.
  - damages, loss, cost or expense arising out of any dispute as to ownership of or title to documents.
2. the Deductible stated in the Schedule will not apply; instead the **Company** shall not be liable for the first US\$1,000 of each and every claim.
3. any claim must be supported by bills and accounts which will be approved by a competent person to be nominated by the **Company**.
4. documents shall not include currency or negotiable instruments, including data or other information that represents any currency or negotiable instrument.

Amounts the **Company** pay under this extension will reduce the amount of the Limit Of Insurance applicable under this Policy available for any other payment.

All other terms and conditions remain unchanged

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Signed by Insurance Company of North America,      Date of Signature  
Taiwan Branch

### **Chubb Life Science Liability Insurance-Security Breach Or Unauthorized Access Exclusion Endorsement**

#### **Exclusions**

Under Exclusions Applicable To Coverage D, the exclusion titled Security Breach Or Unauthorised Access is deleted and replaced by the following.

#### **Security Breach Or Unauthorised Access**

A. This insurance does not apply to any actual or alleged financial injury arising out of or in any way related to any actual, alleged or threatened security breach of, unauthorised access to or unauthorised use of:

1. the named insured's product;
2. any property containing or incorporating the named insured's product;
3. any property on which the named insured's service is or was performed;
4. any information and network technology product.

by any person or organisation (including any insured), regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury in the absence of any such actual, alleged or threatened breach, access or use.

B. Paragraph A. above does not apply to financial injury, sustained by others, resulting from the loss of use of:

1. the named insured's product;
2. property containing or incorporating the named insured's product; or
3. property on which the named insured's service was performed;

in connection with the ownership, maintenance or use of the named insured's product or the named insured's service.

C. Notwithstanding paragraph B. above, this insurance does not apply to any actual or alleged:

1. injury arising out of or in any way related to any actual, alleged or threatened offence described in paragraph A. above, committed by or on behalf of the insured; or
2. obligation to:
  - a. pay any damages, loss, cost or expense; or
  - b. share any damages, loss, cost or expense with or repay any person or organisation who must pay any damages, loss, cost or expense;

for any actual or alleged injury sustained by any person or organisation against whom any actual or alleged offence, described in paragraph A. above, was committed.

All other terms and conditions remain unchanged.

### **Chubb Life Science Liability Insurance-Extended Reporting Periods Applicable To Coverage B and D Endorsement**

The following provision is added to the Extended Reporting Period section of this policy.

#### **Extended Reporting Periods Applicable To Coverage B and D**

An Extended Reporting Period has been requested for the Coverage described in the Endorsement Schedule. Provided the Additional Premium shown in the Endorsement Schedule is paid when due, the Extended Reporting Period begins at 12:00 Noon Taiwan Standard Time on the Beginning Date shown in the Endorsement Schedule and is for the Extended Reporting Period shown in the Endorsement Schedule.

The Limits Of Insurance set forth in this policy apply to claims to which the Extended Reporting Period applies.

### **Chubb Life Science Liability Insurance-Healthcare Professional Service Exclusion Endorsement**

#### **Exclusion**

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

#### **Healthcare Professional Service**

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of the rendering of or failure to render any healthcare service, whether or not such service is ordinary to any insured's profession and regardless of whether or not a claim or suit is brought by any client or any other person or organization.

This exclusion does not apply to:

- bodily injury caused by a defect, deficiency, inadequacy or dangerous condition in the named insured's product;
  - bodily injury caused by cardiopulmonary resuscitation or other first aid services (other than in connection with a human clinical trial); or
  - bodily injury resulting from the service provided within the scope of and in accordance with the applicable written protocol of a human clinical trial;
- to which this insurance applies.

All other terms and conditions remain unchanged.

### **安達產物 SUDDEN AND ACCIDENTAL POLLUTION – TIME ELEMENT (A)**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The Pollution Exclusions under EXCLUSIONS of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM are deleted in their entirety and replaced by the following:

This insurance does not apply to:

#### **Pollution**

"Bodily injury" or "property damage" arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants" by whomever caused, including, but not limited to, into or upon the land, the atmosphere or any watercourse or body of water, including underground water or water table supplies; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental and meets all five of the following conditions:

1. the discharge, dispersal, release, or escape must be neither expected or intended by the insured, and
2. the beginning of the discharge, dispersal, release or escape must take place during the policy period, and
3. the discharge, dispersal, release or escape must be physically evident to the insured or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape, and
4. the initial "bodily injury" or "property damage" caused by the discharge, dispersal, release or escape must ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
5. Notwithstanding anything to the contrary in Duties In The Event Of Occurrence, Claim, Offense, Or Suit (SECTION – IV COMMERCIAL GENERAL LIABILITY CONDITIONS) of the Commercial General Liability Coverage Form or any other policy conditions, the "accident" or "occurrence" must be reported to us as soon as practicable but not later than 30 days after the beginning of the discharge, dispersal, release or escape.

If we and the insured should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all 5 enumerated conditions are met rests with the insured, at the insured's own expense. Until we accept such proof, we may, but are not obligated to defend any claim.

This insurance does not apply to any cost or expense arising out of or is in any way related to any governmental or other demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants". This includes demands directives, complaints, suits, or requests brought by any governmental entity or by any person or group of persons.

We shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for damages or any other relief.

### 僱主補償契約責任保險

#### 承保範圍

被保險人在保險期間內，因其受僱人於執行職務期間遭受意外事故而致死亡、殘廢或傷害，依「意外事故補償規則」應負補償責任，而受補償請求時，本公司依本保險契約之約定負補償之責。

#### 除外責任(一)

本公司對於下列原因所致之責任，不負理賠之責：

- 一、 因戰爭、類似戰爭（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為所致者。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 二、 因核子分裂或輻射作用所致者。
- 三、 因罷工、暴動、民眾騷擾所致者。
- 四、 因被保險人或受僱人之故意行為所致者。
- 五、 因受僱人之犯罪行為（包括被刑事執行）所致者。
- 六、 因受僱人飲酒後駕(騎)車，其吐氣或血液所含酒精成分超過道路交通法令規定標準所致者。
- 七、 因被保險人經營或兼營非本保險契約所載明之業務或執行未經主管機關許可之業務或從事非法行為所致者。
- 八、 各種形態之污染所致者。
- 九、 任何直接或間接因下述原因，造成電腦系統設備無法正確處理、存取資料所致且無論該電腦系統設備是否為被保險人所有者，均同：
  - (一) 無法正確辨識日期。
  - (二) 無法處理確切日期、或與處理確切日期有關之數值及其他任何資料，而進行讀取、儲存、記憶、操作、解讀、傳送、傳回或處理任何資料、訊息、指令或指示等。
  - (三) 無法正確操作安裝於電腦系統中與年序轉換有關之任何指令或邏輯運算，包括讀取、儲存、記憶、運算及其他相關資料之處理。

#### 除外責任(二)

本公司對於下列補償責任或損失，不負理賠之責：

- 一、 任何性質之附帶損失。

前述所稱附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。
- 二、 任何罰金、罰鍰、違約金或懲罰性賠償金。
- 三、 被保險人以契約或協議所承受之責任。但被保險人依「意外事故補償規則」應負補償責任者，不在此限。
- 四、 被保險人向人租借、代人保管、管理或控制之財物，受有損失之責任。
- 五、 被保險人或其受僱人因執行專門職業及技術人員考試法施行細則第二條所稱之專門職業及技術人員或擔任法人、俱樂部、協會等組織之董事、監察人、負責人、經理人、高級管理人員或法務主管之職務所發生之責任。

### 僱主補償契約責任保險

#### 擴大承保非執行職務期間死亡撫卹附加條款

#### 承保範圍

茲經雙方同意，於要保人投保安達產物僱主補償契約責任保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物僱主補償契約責任保險擴大承保非執行職務期間死亡撫卹附加條款（以下

簡稱本附加條款)，被保險人因其受僱人於非執行職務期間，遭受意外事故而致死亡者，依「意外事故補償規則」應負死亡撫卹之補償責任，而受補償請求時，本公司依本保險契約之約定負補償之責。

#### 除外責任

同主保險契約

### 僱主補償契約責任保險 受僱身分異動通知附加條款

#### 受僱身分異動之通知

茲經雙方同意，於要保人投保安達產物僱主補償契約責任保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物僱主補償契約責任保險受僱身分異動通知附加條款（以下簡稱本附加條款），被保險人有新增之受僱人時，應按主保險契約所載之時限內以書面提供新增受僱人之異動明細通知本公司；在未通知本公司之前，對於新增受僱人所發生之任何意外事故，於被保險人提供勞工保險加保申報表證明受僱人身分，且該受僱人之勞工保險加保日距意外事故發生日未逾三十日者，本公司仍依主保險契約之約定負補償之責。

受僱人因離職、退休或其他原因喪失受僱身分時，應按主保險契約所載之時限內以書面提供喪失受僱身分受僱人之異動明細通知本公司；本公司對於該等受僱人自喪失受僱身分之日起所發生之任何意外事故不負理賠之責。

前二項事由發生時，本公司按全年保險費依日數比例計算應加收或退還之保險費。

#### 除外責任

同主保險契約

### 僱主補償契約責任保險 受僱身分異動通知附加條款（傳真或電子郵件）

#### 受僱身分異動之通知

茲經雙方同意，於要保人投保安達產物僱主補償契約責任保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物僱主補償契約責任保險受僱身分異動通知附加條款（傳真或電子郵件）（以下簡稱本附加條款），被保險人有新增之受僱人時，應立即將前述異動以傳真或電子郵件方式發送至主保險契約所載之傳真電話或電子郵件信箱，經本公司同意承保者，本公司對於該等受僱人之異動自收到傳真所載傳真時間或電子郵件所載寄送時間生效，如異動日期在傳真日或寄發電子郵件日之後，經本公司同意承保者，以通知異動日期零時生效；未經本公司同意承保者，對於該等受僱人所發生之任何意外事故，本公司不負理賠之責。

受僱人因離職、退休或其他原因喪失受僱身分時，應立即以傳真或電子郵件方式發送至主保險契約所載之傳真電話或電子郵件信箱，本公司對於該等受僱人自喪失受僱身分之日起所發生之任何意外事故不負理賠之責。

前二項事由發生時，本公司按全年保險費依日數比例計算應加收或退還之保險費。

#### 除外責任

同主保險契約

### 僱主補償契約責任保險 受僱身分異動通知附加條款（A）

#### 受僱身分異動之通知

茲經雙方同意，於要保人投保安達產物僱主意外責任保險或安達產物僱主補償契約責任保險（以下簡稱主保險契約）後，附加安達產物受僱身分異動通知附加條款（A）（以下簡稱本附加條款），被保險人有新增之受僱人時，應立即將前述異動以書面通知本公司，或傳真或電子郵件方式發送至本公司指定之傳真電話或電子郵件信箱，或至本公司所提供之加退保系統完成通知作業，經本公司同意承保者，自收到書面之日、傳真所載傳真時間、電子郵件所載寄送時間，或加退保系統所示異動完成之時起開始生效。如被保險人指定異動生效日且該日期在書面送達日、傳真日、寄

發電子郵件日或加退保系統所示異動完成日之後，經本公司同意承保者，則以被保險人指定之異動生效日零時起開始生效。未經本公司同意承保者，對於該等受僱人所發生之任何意外事故，本公司不負理賠之責。

受僱人因離職、退休或其他原因喪失受僱人身分時，應立即以書面通知本公司，或傳真或電子郵件方式發送至本公司指定之傳真電話或電子郵件信箱，或至加退保系統完成通知作業，本公司對於該等受僱人自喪失受僱人身分之日起所發生之任何意外事故不負理賠之責。

前二項事由發生時，本公司按全年保險費依日數比例計算應加收或退還之保險費。

#### 條款之適用

本附加條款所記載事項，如與主保險契約條款抵觸時，依本附加條款約定辦理，其他事項仍適用主保險契約條款之約定。

### 僱主補償契約責任保險 契約終止退費附加條款

#### 契約終止退費之約定

茲經雙方同意，於要保人投保安達產物僱主補償契約責任保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物僱主補償契約責任保險契約終止退費附加條款（以下簡稱本附加條款），主保險契約得隨時由要保人以書面通知本公司終止之，其未滿期間之保險費，本公司依照全年保險費按日數比例返還要保人。

前項所稱要保人係指向本公司要約投保主保險契約，並負有交付保險費義務之人。

#### 除外責任

同主保險契約

### 旅行業責任保險

#### 承保範圍

本保險契約承保被保險人於本保險契約有效期間內所安排或接待之旅遊期間內，因發生意外事故致旅遊團員身體受有傷害或殘廢或因而死亡，依照發展觀光條例及旅行業管理規則之規定，應由被保險人負賠償責任而受賠償請求時，本公司將依本保險契約之約定，對被保險人負賠償責任。旅遊期間內，被保險人得經本公司同意後，加繳約定之保險費延長旅遊期間。

#### 第八條 除外事項

本公司對於下列事由所致之損失不負賠償責任：

- 一、因戰爭、類似戰爭(不論宣戰與否)、敵人的侵略、外敵行為、叛亂、內亂、強力霸佔或被徵用所致者。
- 二、因核子分裂或輻射作用所致者。
- 三、因被保險人或其受僱人或旅遊團員之故意行為所致者。
- 四、因被保險人或其受僱人經營或兼營非本保險契約所載明之旅遊業務或執行未經主管機關許可之業務或從事非法行為所致者。
- 五、被保險人或其受僱人以協議所承受之賠償責任；但縱無該項協議存在時仍應由被保險人負賠償責任，或依本保險契約之約定，應由被保險人負賠償責任者，不在此限。
- 六、被保險人或其受僱人向他人租借、代人保管、管理或控制之財物受有損失之賠償責任。但本保險另有約定者不在此限。
- 七、因電腦系統年序轉換所致者。(詳財政部 87.12.10 台財保第 871886806 號函核准之附加條款)。
- 八、任何恐怖主義行為所致者(詳財政部 91.07.30 台財保字第 0910706978 號函核准之附加條款)。
- 九、被保險人或旅遊團員所發生之任何法律訴訟費用。
- 十、旅遊團員之文件遭海關或其它有關單位之扣押或沒收，所致之毀損或滅失。
- 十一、起因於任何政府之干涉、禁止或法令所致之賠償責任。
- 十二、被保險人或其受僱人或其代理人因出售或供應之貨品所發生之賠償責任。但意外事故發生



於旅遊期間致旅遊團員死亡、殘廢或醫療費用不在此限。

十三、以醫療、整型或美容為目的之旅遊所致任何因該等行為所生之賠償責任。

十四、各種形態之污染所致者。

#### **第九條 除外責任(原因)**

本公司對旅遊團員直接因下列事由所致之損失，不負賠償責任：

- 一、細菌傳染病所致者。但因意外事故所引起之化膿性傳染病，不在此限。
- 二、旅遊團員之故意、自殺（包括自殺未遂）、犯罪或鬥毆行為所致者。
- 三、旅遊團員因吸食禁藥、酗酒、酒醉駕駛或無照駕駛所致者。
- 四、旅遊團員因妊娠、流產或分娩等之醫療行為所致者。但其係因遭遇意外事故而引起者，不在此限。
- 五、旅遊團員因心神喪失、藥物過敏、疾病、痼疾或其醫療行為所致者。
- 六、非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之航空器所致者。

#### **第十條 除外責任(活動)**

除契約另有約定，本公司對所承保旅遊團員從事下列活動時，所致之損失不負賠償責任：

- 一、旅遊團員從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等運動時。
- 二、旅遊團員從事汽車、機車、及自由車等競賽或表演時。

#### **旅行業責任保險慰撫金費用附加條款**

茲經雙方同意，於要保人投保本公司旅行業責任保險（以下簡稱主保險契約）後，加繳保險費，投保本旅行業責任保險慰撫金費用給付附加條款（以下簡稱本附加條款），被保險人因旅遊團員於旅遊期間內遭受主保險契約約定之意外事故所致死亡，前往弔慰死亡旅遊團員時所支出之慰撫金費用，本公司依本附加條款之約定給付保險金。

#### **旅行業責任保險國內善後處理費用附加條款**

茲經雙方同意，於要保人投保本公司旅行業責任保險（以下簡稱主保險契約）後，加繳保險費，投保本旅行業責任保險國內善後處理費用附加條款（以下簡稱本附加條款），被保險人因旅遊團員於旅遊期間內因主保險契約第二條承保範圍所致死亡或重大傷害，且出發地、旅遊地點及事故地點均於台灣地區之內，而發生下列合理之必要費用，本公司依本附加條款所約定之保險金額限額內負賠償責任：

- 一、旅遊團員家屬前往事故地點善後處理費用：  
被保險人必須安排受害旅遊團員之家屬前往事故地點照顧傷者或處理死者善後所發生之合理之必要費用，包括食宿、交通、傷者運送、遺體或骨灰運送費用。
- 二、被保險人處理費用：  
被保險人或其受僱人必須帶領受害旅遊團員之家屬，共同前往協助處理有關事宜所發生之合理之必要費用，但以食宿及交通費用為限。

#### **旅行業責任保險超額責任附加條款**

茲經雙方同意，於要保人投保本公司旅行業責任保險（以下簡稱主保險契約）後，加繳保險費，投保本旅行業責任保險超額責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，於由其所安排或接待之旅遊期間內，發生意外事故致旅遊團員殘廢或因死亡，依照發展觀光條例及旅行業管理規則之規定，應由被保險人負賠償責任而受賠償請求時，本公司對於超過主保險契約承保之保險金額以上部分，依本附加條款之約定對被保險人負理賠之責。

#### **旅行業責任保險額外住宿與旅行費用附加條款**

茲經雙方同意，於要保人投保本公司旅行業責任保險（以下簡稱主保險契約）後，加繳保險費，投保本額外住宿與旅行費用附加條款（以下簡稱本附加條款），對於接受被保險人安排旅遊行程之旅遊團員於旅遊期間（不含首日出發行程）內遭受下列意外突發事故所發生之合理額外住宿與旅行費用支出，本公司依本附加條款之約定對被保險人負賠償之責：

- 一、因護照或旅行文件之遺失，但因任何政府之沒收充公者除外。
- 二、檢疫之規定，但旅遊團員必需採取任何合理之步驟，以符合檢疫之規定或要求。
- 三、颱風、暴風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、地陷或其他天然災變及不可抗力之天候因素。
- 四、汽車、火車、航空器或輪船等之交通意外事故，自行駕駛或同行人員駕駛者除外。

#### **旅行業責任保險出發行程延遲費用附加條款**

茲經雙方同意，於要保人投保本公司旅行業責任保險（以下簡稱主保險契約）後，加繳保險費，投保本旅行業責任保險出發行程延遲費用附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，就其安排旅遊行程之旅遊團員於旅遊期間內，因被保險人或旅遊團員所不能控制之因素致其預定之首日出發行程所安排搭乘之大眾運輸交通工具延遲超過十二小時以上時，本公司依本附加條款之約定對被保險人負賠償之責。

### 旅行業責任保險行李遺失賠償責任附加條款

茲經雙方同意，於要保人投保本公司旅行業責任保險（以下簡稱主保險契約）後，加繳保險費，投保本旅行業責任保險行李遺失賠償責任附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，就其安排旅遊行程之旅遊團員於旅遊期間內，因被保險人之疏忽或過失致旅遊團員交運之行李遺失之損失，依法應由被保險人對旅遊團員負賠償責任而受賠償請求時，本公司依本附加條款之約定對被保險人負賠償之責。

### 旅行業責任保險法定責任附加條款

#### 承保範圍

茲經雙方同意，要保人於投保安達產物旅行業責任保險（以下簡稱主保險契約）後，加繳保險費，投保本旅行業責任保險法定責任附加條款（以下簡稱本附加條款），本公司就被保險人於本附加條款有效期間內所安排或接待之旅遊期間內，因發生意外事故致旅遊團員身體受有體傷、死亡或財物損害，依法應由被保險人負賠償責任而受賠償請求時，本公司就超過主保險契約及其他附加條款所承保之應行給付部分，對被保險人負賠償之責。

#### 特別不保事項

除適用主保險契約條款除外事項及除外責任外，本公司對於下列事項亦不負賠償之責：

- 一、被保險人之家屬或在執行職務之受僱人發生體傷、死亡或其財物受有損害之賠償責任。
- 二、被保險人因所有、使用或管理電梯（包括電扶梯、升降梯）所致旅遊團員體傷、死亡或財物毀損滅失之賠償責任。
- 三、被保險人因所有、使用或管理航空器及船舶所致旅遊團員體傷、死亡或財物毀損滅失之賠償責任。
- 四、因罷工、暴動、民眾騷擾所致。
- 五、因颱風、地震、洪水或其他天然災害所致。
- 六、被保險人對所安排或接待之旅遊未於出發前將記載團員名冊、保險金額、旅遊地區、旅遊期間暨交通工具行程出發及返抵時日之出團通知書向本公司申報。

### 醫師業務責任保險

#### 承保範圍

被保險人於追溯日起至保險期間屆滿之日，因執行醫師業務，直接引致病人體傷或死亡，依法應由被保險人負賠償責任，而在保險期間內首次受賠償請求時，本公司依本保險契約之約定，對被保險人負賠償之責。

對於第三人提出之一個或數個賠償請求係歸因於同一醫療行為所生者，視為「一次事故賠償請求」，本公司僅就本保險契約所載之「每一次事故保險金額」負賠償之責。在本保險期間內因不同醫療行為所致之賠償請求次數超過一次時，本公司就本保險契約所載之「保險期間內之累計保險金額」負賠償之責。

#### 不保事項

（除外原因）

對於直接或間接因下列事由所致之賠償請求，本公司不負理賠責任：

- （一）任何被保險人之故意、不誠實、惡意行為。
- （二）被保險人於執行業務時，因受酒類、毒品或麻醉劑之影響。
- （三）被保險人非基於診斷上或治療上之理由提供醫療服務。
- （四）任何與人工流產手術、結紮或與不孕症有關之治療手術。
- （五）被保險人為達到第三人減肥之目的而建議或使用減肥藥物。
- （六）與嚴重急性呼吸道症候群（SARS）、後天免疫力缺乏症（AIDS）、禽流感（Avian Influenza or Bird flu），或其病原體有關者。
- （七）因基因受損或操縱基因所致。
- （八）被保險人因牙醫業務行為所為之全身性麻醉，或在全身性麻醉下所為之牙醫業務行為。
- （九）被保險人由於不正當治療、濫用鴉片、嗎啡等毒劑藥品所致者。

(除外責任)

對於下列賠償責任，本公司不負賠償之責：

- (一) 被保險人違反保密義務而引起之賠償責任。
- (二) 任何罰金、罰鍰、違約金或懲罰性賠償金。
- (三) 因血庫之經營所引發之賠償請求；但因本保單所載之業務行為而供血或提供血製品者，不在此限。
- (四) 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時仍應由被保險人負賠償責任者，不在此限。
- (五) 被保險人因承諾醫療效果或包醫之後果所發生之賠償責任。
- (六) 在中華民國台灣地區(含金門、馬祖及政府統治權所及之其他地區)以外所發生者。
- (七) 被保險人被撤銷醫師資格、被撤銷開業執照，或受停業處分，而仍繼續執行醫師業務。
- (八) 因核子分裂或輻射作用所致之賠償請求，但因使用本保險單載明之放射器材者，不在此限。
- (九) 被保險人因具有醫院、療養院、診所、實驗所或其他事業機構之所有人、合夥人、監督人或經理人之身份，而非直接醫療行為所致者。
- (十) 被保險人之僱用醫師獨立執行醫師業務。
- (十一) 因戰爭、類似戰爭(不論宣戰與否)、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義所致者。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- (十二) 被保險人之受僱人因執行職務而致死亡或受有體傷。
- (十三) 被保險人違反醫師法所規定之強制診療義務。
- (十四) 被保險人執行未經主管機關許可之業務或其他非法行為所發生之賠償責任。
- (十五) 各種型態之污染所致者。
- (十六) 任何直接或間接因下述原因，造成電腦系統設備無法正確處理、存取資料所致之賠償請求，且無論該電腦設備是否為被保險人所有者，均同：
  1. 無法正確辨識日期。
  2. 無法處理確切日期、或與處理確切日期有關之數值及其他任何資料，而進行讀取、儲存、記憶、操作、解讀、傳送、傳回或處理任何資料、訊息、指令或指示等。
  3. 無法正確操作安裝於電腦系統中與年序轉換有關之任何指令或邏輯運算，包括讀取、儲存、記憶、運算及其他相關資料之處理。

### 安達產物行動裝置保險(分期交付甲型)

#### 【承保範圍】

##### 第三條 承保範圍

對於承保之行動裝置於保險期間內無法正常使用或因不可預料之事故所致毀損，被保險人至遲應於保險契約有效期間屆滿後十五個日曆天內將前述行動裝置送至指定維修中心者，本公司得選擇以原機維修或置換方式進行理賠，理賠次數以本保險契約所載之累計最高賠償次數為限。

#### 【不保事項】

##### 第五條 不保事項

本公司對於承保行動裝置直接或間接因下列事項所致之毀損或有下列狀況時，不負賠償責任：

- 一、要保人及被保險人故意行為。
- 二、要保人及被保險人從事犯罪或教唆犯罪或逃避合法逮捕之行為。
- 三、戰爭、類似戰爭(不論宣戰與否)、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 四、罷工、暴動、民眾騷擾。
- 五、颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變。
- 六、任何性質之附帶損失。所謂附帶損失，係指危險事故直接致財產損失之結果所造成之間接損

失。

七、原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。

八、一般使用狀況下之正常損耗，或原廠公告非其保固範圍內之現象，包括但不限於螢幕影像殘留、亮點、暗點、烙印、色偏等。所謂正常損耗，係指磨損、腐蝕、氧化、鏽垢、變質、自然耗損。

九、因電池蝕漏、電力不足或遽增或不適當電壓或電流。

十、承保行動裝置製造商或經銷商依法或依約應負保固或瑕疵擔保責任範圍內提供之修復服務或召回。

十一、資料遺失、軟體無法使用、軟體(包括操作系統與任何儲存資料)使用、安裝或移除以及電腦病毒或具有危險性之程式碼所導致之故障、承保行動裝置周邊設備或新增硬體所造成之故障。

十二、傳輸線、觸控筆、電線、連接器、SIM卡、記憶卡、充電器、耳機、周邊配備或其他非基本功能所必要之選購配備之損壞。不影響機體正常功能使用之行動裝置外型、非功能性或裝飾性零組件之損壞(例如行動裝置外觀無觸控或其他功能之玻璃材質部位磨損)。外殼、電池、充電孔、耳機孔、卡槽之單獨故障或損壞。

十三、承保行動裝置未經原廠同意之改裝、動拆、替換零件、不當安裝、變更或未遵守原廠關於組裝、操作或保養之說明與指示。或使用未經原廠授權之電池、零件或配件所致之損害。

十四、承保行動裝置欠缺外殼、螢幕或機板、無法清楚辨識或其產品識別碼遭竄改。

十五、任何個人及企業，將行動裝置使用於營利商業目的，包括但不限於租借他人使用所致之損壞。

十六、一般定期保養、清潔、調整或校準，以及未發現任何毀損或無法正常使用之檢查費用。

十七、承保行動裝置之遺失;或因竊盜、搶奪、強盜行為所致承保行動裝置之滅失。

### 安達產物行動裝置保險(分期交付乙型)

#### 【承保範圍】

##### 第三條 承保範圍

對於承保之行動裝置於保險期間內無法正常使用或因不可預料之事故所致毀損，被保險人至遲應於保險契約有效期間屆滿後十五個日曆天內將前述行動裝置送至指定維修中心者，本公司得選擇以原機維修或置換方式進行理賠，理賠次數以本保險契約所載之累計最高賠償次數為限。

#### 【不保事項】

##### 第五條 不保事項

本公司對於承保行動裝置直接或間接因下列事項所致之毀損或有下列狀況時，不負賠償責任：

一、要保人及被保險人故意行為。

二、要保人及被保險人從事犯罪或教唆犯罪或逃避合法逮捕之行為。

三、戰爭、類似戰爭(不論宣戰與否)、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

四、罷工、暴動、民眾騷擾。

五、颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變。

六、任何性質之附帶損失。所謂附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。

七、原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。

八、一般使用狀況下之正常損耗，或原廠公告非其保固範圍內之現象，包括但不限於螢幕影像殘留、亮點、暗點、烙印、色偏等。所謂正常損耗，係指磨損、腐蝕、氧化、鏽垢、變質、自然耗損。

九、因電池蝕漏、電力不足或遽增或不適當電壓或電流。

十、承保行動裝置製造商或經銷商依法或依約應負保固或瑕疵擔保責任範圍內提供之修復服務或召回。

十一、資料遺失、軟體無法使用、軟體(包括操作系統與任何儲存資料)使用、安裝或移除以及電腦病毒或具有危險性之程式碼所導致之故障、承保行動裝置周邊設備或新增硬體所造成之故障。

十二、傳輸線、觸控筆、電線、連接器、SIM卡、記憶卡、充電器、耳機、周邊配備或其他非基

本功能所必要之選購配備之損壞。不影響機體正常功能使用之行動裝置外型、非功能性或裝飾性零組件之損壞(例如行動裝置外觀無觸控或其他功能之玻璃材質部位磨損)。外殼、電池、充電孔、耳機孔、卡槽之單獨故障或損壞。

十三、承保行動裝置未經原廠同意之改裝、動拆、替換零件、不當安裝、變更或未遵守原廠關於組裝、操作或保養之說明與指示。或使用未經原廠授權之電池、零件或配件所致之損害。

十四、承保行動裝置欠缺外殼、螢幕或機板、無法清楚辨識或其產品識別碼遭竄改。

十五、任何個人及企業，將行動裝置使用於營利商業目的，包括但不限於租借他人使用所致之損壞。

十六、一般定期保養、清潔、調整或校準，以及未發現任何毀損或無法正常使用之檢查費用。

十七、承保行動裝置之遺失;或因竊盜、搶奪、強盜行為所致承保行動裝置之滅失。

## 安達產物行動裝置保險(一次交付乙型)

### 【承保範圍】

#### 第三條 承保範圍

對於承保之行動裝置於保險期間內因不可預料之事故所致毀損，被保險人至遲應於保險契約有效期間屆滿後十五個日曆天內將前述行動裝置送至指定維修中心者，本公司得選擇以原機維修或置換方式進行理賠，理賠次數以本保險契約所載之累計最高賠償次數為限。

### 【不保事項】

#### 第五條 不保事項

本公司對於承保行動裝置直接或間接因下列事項所致之毀損或有下列狀況時，不負賠償責任：

一、要保人及被保險人故意行為。

二、要保人及被保險人從事犯罪或教唆犯罪或逃避合法逮捕之行為。

三、戰爭、類似戰爭(不論宣戰與否)、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

四、罷工、暴動、民眾騷擾。

五、颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變。

六、任何性質之附帶損失。所謂附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。

七、原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。

八、一般使用狀況下之正常損耗，或原廠公告非其保固範圍內之現象，包括但不限於螢幕影像殘留、亮點、暗點、烙印、色偏等。所謂正常損耗，係指磨損、腐蝕、氧化、鏽垢、變質、自然耗損。

九、因電池蝕漏、電力不足或遽增或不適當電壓或電流。

十、承保行動裝置製造商或經銷商依法或依約應負保固或瑕疵擔保責任範圍內提供之修復服務或召回。

十一、資料遺失、軟體無法使用、軟體(包括操作系統與任何儲存資料)使用、安裝或移除以及電腦病毒或具有危險性之程式碼所導致之故障、承保行動裝置周邊設備或新增硬體所造成之故障。

十二、傳輸線、觸控筆、電線、連接器、SIM卡、記憶卡、充電器、耳機、周邊配備或其他非基本功能所必要之選購配備之損壞。不影響機體正常功能使用之行動裝置外型、非功能性或裝飾性零組件之損壞(例如行動裝置外觀無觸控或其他功能之玻璃材質部位磨損)。外殼、電池、充電孔、耳機孔、卡槽之單獨故障或損壞。

十三、承保行動裝置未經原廠同意之改裝、動拆、替換零件、不當安裝、變更或未遵守原廠關於組裝、操作或保養之說明與指示。或使用未經原廠授權之電池、零件或配件所致之損害。

十四、承保行動裝置欠缺外殼、螢幕或機板、無法清楚辨識或其產品識別碼遭竄改。

十五、任何個人及企業，將行動裝置使用於營利商業目的，包括但不限於租借他人使用所致之損壞。

十六、一般定期保養、清潔、調整或校準，以及未發現任何毀損或無法正常使用之檢查費用。

十七、承保行動裝置之遺失;或因竊盜、搶奪、強盜行為所致承保行動裝置之滅失。

## 安達產物行動裝置保險(一次交付甲型)

### 【承保範圍】

#### 第三條 承保範圍

對於承保之行動裝置於保險期間內因不可預料之事故所致毀損，被保險人至遲應於保險契約有效期間屆滿後十五個日曆天內將前述行動裝置送至指定維修中心者，本公司得選擇以原機維修或置換方式進行理賠，理賠次數以本保險契約所載之累計最高賠償次數為限。

### 【不保事項】

#### 第五條 不保事項

本公司對於承保行動裝置直接或間接因下列事項所致之毀損或有下列狀況時，不負賠償責任：

- 一、要保人及被保險人故意行為。
- 二、要保人及被保險人從事犯罪或教唆犯罪或逃避合法逮捕之行為。
- 三、戰爭、類似戰爭(不論宣戰與否)、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 四、罷工、暴動、民眾騷擾。
- 五、颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變。
- 六、任何性質之附帶損失。所謂附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。
- 七、原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。
- 八、一般使用狀況下之正常損耗，或原廠公告非其保固範圍內之現象，包括但不限於螢幕影像殘留、亮點、暗點、烙印、色偏等。所謂正常損耗，係指磨損、腐蝕、氧化、鏽垢、變質、自然耗損。
- 九、因電池蝕漏、電力不足或遽增或不適當電壓或電流。
- 十、承保行動裝置製造商或經銷商依法或依約應負保固或瑕疵擔保責任範圍內提供之修復服務或召回。
- 十一、資料遺失、軟體無法使用、軟體(包括操作系統與任何儲存資料)使用、安裝或移除以及電腦病毒或具有危險性之程式碼所導致之故障、承保行動裝置周邊設備或新增硬體所造成之故障。
- 十二、傳輸線、觸控筆、電線、連接器、SIM卡、記憶卡、充電器、耳機、周邊配備或其他非基本功能所必要之選購配備之損壞。不影響機體正常功能使用之行動裝置外型、非功能性或裝飾性零組件之損壞(例如行動裝置外觀無觸控或其他功能之玻璃材質部位磨損)。外殼、電池、充電孔、耳機孔、卡槽之單獨故障或損壞。
- 十三、承保行動裝置未經原廠同意之改裝、動拆、替換零件、不當安裝、變更或未遵守原廠關於組裝、操作或保養之說明與指示。或使用未經原廠授權之電池、零件或配件所致之損害。
- 十四、承保行動裝置欠缺外殼、螢幕或機板、無法清楚辨識或其產品識別碼遭竄改。
- 十五、任何個人及企業，將行動裝置使用於營利商業目的，包括但不限於租借他人使用所致之損壞。
- 十六、一般定期保養、清潔、調整或校準，以及未發現任何毀損或無法正常使用之檢查費用。
- 十七、承保行動裝置之遺失;或因竊盜、搶奪、強盜行為所致承保行動裝置之滅失。

## 商業火災保險

### 承保範圍：

- (一)火災
- (二)爆炸引起的火災
- (三)閃電雷擊

須經特別約定承保之危險事故：

- 一、爆炸，包括火災引起之爆炸。
- 二、保險標的物自身之醱酵、自然發熱、自燃或烘焙。
- 三、竊盜。
- 四、第三人之惡意破壞行為。
- 五、不論直接或間接由於下列危險事故，或因其引起之火災或其延燒所致之損失：

- (一)地震、海嘯。
- (二)地層滑動或下陷、山崩、地質鬆動、沙及土壤流失。
- (三)颱風、暴風、旋風或龍捲風。
- (四)洪水，河川、水道、湖泊之高漲氾濫或水庫、水壩、堤岸之崩潰氾濫。
- (五)罷工、暴動、民眾騷擾。
- (六)恐怖主義者之行為。
- (七)冰雹。
- (八)機動車輛或其他拖掛物或裝載物之碰撞。
- (九)航空器及其墜落物之碰撞。

因前項第一、二、三、四款所列之危險事故導致火災發生者，本公司對保險標的物因此所生之損失，負賠償責任。

**不保事項：**

- 一、各種放射線之幅射及放射能之污染。
- 二、因原子能引起之任何損失。
- 三、戰爭（不論宣戰與否）、類似戰爭行為、叛亂、扣押、征用、沒收等。
- 四、火山爆發、地下發火。
- 五、要保人、被保險人或其家屬之故意、唆使縱火。但被保險人之家屬非企圖使被保險人獲得賠償金者，不在此限。
- 六、政府命令之焚毀或拆除。

**商業火災保險爆炸保險附加條款**

**承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因爆炸所致之毀損或滅失，依本附加條款之約定，負賠償責任。

**爆炸之除外範圍：**

下列各項不屬於本附加條款所稱爆炸之範圍：

- 一、震動；但由於爆炸所引起者，不在此限。
- 二、電弧驟發。
- 三、水衝（Water Hammer）。
- 四、水管之爆炸或豁裂。
- 五、音爆（Sonic Boom）。

**不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失（Consequential Loss）。
- 二、蒸氣設備、鍋爐、預熱器、汽管、蒸氣或瓦斯透平、蒸汽引擎、內燃機、油壓機或水壓機及其他使用壓力之器具設備（均包括其附屬設備）發生爆炸、豁裂或碎裂所致本身之損失。
- 三、機器設備之轉動或活動部份，因離心力作用或機件損壞引起豁裂或碎裂所致之損失。

**商業火災保險地震保險附加條款**

**承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因地震所致之毀損或滅失，依本附加條款之約定，負賠償責任。

**不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、土地改良費用及任何性質之附帶損失(Consequential Loss)。
- 二、不論直接或間接地震引起洪水或海潮高漲所致之損失。

**商業火災保險颱風及洪水保險附加條款**

**承保範圍：**

茲經雙方同意，要保人加繳約定保險費後，本公司對於保險標的物在本附加條款有效期間內直接因颱風或洪水所致標的物之毀損或滅失，依本附加條款之約定，負賠償責任。

**不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。

二、因雨水、砂塵等引起之損失;但承保建築物或置存保險標之物之建築物，其屋頂、門窗、通氣口或牆壁先直接遭受颱風損壞，造成破孔，致使該承保建築物之內部裝修或置存於建築物內之保險標之物，遭受雨水或砂塵等所致之損失，不在此限。

三、因冰霜、暴風雪所致之損失。

四、不論直接或間接因颱風或洪水引起地層滑動或下陷、山崩、地質鬆動、沙及土壤流失(包括土石流)所致之損失。

五、圍牆及其大門或置存於露天之保險標之物(裝置在固定地點之露天機器設備及貯槽除外)所遭受之損失，但經特別約定者，不在此限。

六、金屬煙囪、室外廣告設備及招牌，或其他室外裝修所遭受之損失，但經特別約定者，不在此限。

七、在翻造或修建中之承保建築物，因外部門窗及其他開口缺乏完善之防風防雨設備所遭受之損失。

八、不論直接或間接因所承保之危險事故引起爆炸豁裂所致之損失。

九、因撒水器設備、水槽、水管、或其他供水、儲水設備破毀或溢水所致之損失。

### 商業火災保險航空器墜落、機動車輛碰撞保險附加條款

#### 承保範圍：

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標之物在本附加條款有效期間內，直接因航空器及其墜落物或在陸地上或軌道上行駛之機動車輛所致保險標之物之毀損或滅失，依本附加條款之約定，負賠償責任。

#### 不保事項：

本公司對於下列毀損或滅失，不負賠償責任：

一、任何性質之附帶損失(Consequential Loss)。

二、被保險人所有或操作之航空器或機動車輛所致之損失。

三、圍牆及其大門走道或草地，被機動車輛碰撞所致之損失。

四、航空器、機動車輛及其所載物品之損失；但在製造中或儲存中而未經裝載之航空器或機動車輛，不在此限。

### 商業火災保險罷工、暴動、民眾騷擾、惡意破壞行為保險附加條款

#### 承保範圍：

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標之物在本附加條款有效期間內，直接因下列危險事故所致之毀損或滅失，依本附加條款之約定，負賠償責任：

一、任何人參加擾亂公共安寧之行為(不論是否與勞方之罷工或資方之歇業有關)。

二、治安當局為鎮壓前項擾亂或為減輕其後果所採取之行為。

三、任何罷工者為擴大其罷工或被歇業之勞工為抵制歇業之故意行為。

四、治安當局為防止前項行為或為減輕其後果所採取之行動。

五、任何人非因政治、宗教、信仰、意識型態或其他類似意圖之目的之故意破壞或惡意破壞行為。

#### 不保事項：

本公司對於下列毀損或滅失，不負賠償責任：

一、任何性質之附帶損失(Consequential Loss)。

二、由於全部或部份停工或任何工作過程受延滯、阻礙、或停頓所致之損失。

三、由於政府或任何地方機構之徵收、充公所致之損失，或因封鎖或海關管制而遭受損失。

四、由於建築物臨時或永久被非法佔用所致之損失。

五、由於核子武器或其物料，直接或間接所致之損失。

六、任何直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任。

所謂恐怖主義(Terrorism)係指係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

七、要保人、被保險人或其家屬之故意行為所致之損失。

八、戰爭、侵略、外敵行為、敵對狀態、或類似之情形(不論宣戰與否)、內戰、謀反、革命、叛亂或因叛亂軍事力或謀反事件致之群眾騷擾。

### 商業火災保險恐怖主義保險附加條款



**承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因恐怖主義者為其組織或團體，運用爆炸或其他任何破壞行動所致之毀損或滅失，依本附加條款之約定，負賠償責任。

**不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。
- 二、由於全部或部份停工或任何工作過程受延滯、阻礙、或停頓所致之損失。
- 三、由於政府或任何地方機構之徵收、充公所致之損失，或因封鎖或海關管制而遭受損失。
- 四、由於建築物臨時或永久被非法佔用所致之損失。
- 五、由於核子武器或其物料，直接或間接所致之損失。
- 六、戰爭、侵略、外敵行為、敵對狀態、或類似之情形(不論宣戰與否)、內戰、謀反、革命、叛亂或因叛亂軍事力或謀反事件致之群眾騷擾。

**商業火災保險自動消防裝置滲漏保險附加條款****承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因自動消防裝置意外滲漏或噴射水或其他物質，或因其水源倒塌、崩潰所致之毀損滅失，依本附加條款之約定，負賠償責任。

**不保之原因：**

本公司對下列原因導致自動消防裝置發生前述意外滲漏、噴射或其水源倒塌、崩潰所致保險標的物之毀損或滅失，不負賠償責任：

- 一、非由於本保險契約所承保之火災引起之熱。
- 二、鍋爐或飛輪豁裂或碎裂。
- 三、修繕或加建建築物。
- 四、修繕、改裝、擴充或遷移自動消防裝置。
- 五、冰凍。
- 六、自動消防裝置建造不良而要保人或被保險人所知情者。

**不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。
- 二、自動消防裝置本身之毀損。
- 三、挖土、土方修整或填土之費用。
- 四、下列各項之拆除、清理及重造費用：
  - (一)磚、石或混凝土基礎，包括機器、鍋爐、發動機等之基礎。
  - (二)在平面以下之樁材、管線、溝渠等。
- 五、照像軟片、記錄帶之毀損；但其未使用前本身之價值，不在此限。

**商業火災保險煙燻保險附加條款****承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因意外煙燻所致之毀損或滅失，依本附加條款之約定，負賠償責任。

**不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。
- 二、由於烹飪或使用火爐、壁爐或香爐產生之煙燻。
- 三、在生產製造過程中產生之煙燻。

**商業火災保險水漬保險附加條款****承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因下列危險事故所致之毀損或滅失，依本附加條款之約定，負賠償責任：

- 一、水槽、水管或其他儲水設備破損或溢水。
- 二、一切供水設備、蒸氣管、冷暖氣及冷凍設備之水蒸氣之意外滲漏。
- 三、雨水、雪霜由屋頂、門窗或通氣口進入屋內。

**不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失 (Consequential Loss)。
- 二、水槽、水管或其他儲水設備本身之損失。
- 三、自動消防裝置滲漏所致之損失。
- 四、洪水、潮汐或地上水之氾濫及颱風所致之損失。
- 五、溝渠、下水道溢流或倒灌所致之損失。
- 六、由建築物牆壁、地基、地下室或邊道溢流滲漏所致之損失。
- 七、損失發生後因被保險人重大過失所致之擴大損失。
- 八、因固有瑕疵、正常耗損、乾裂、鏽蝕、蟲蛀所致之損失。
- 九、因氣候變化引起潮溼及發霉所致之損失。
- 十、雨水、雪霜經由已毀損屋頂、門窗或通氣口進入屋內所致之損失。
- 十一、置存於露天或未完全關閉處所之保險標之物(裝置在固定地點之露天機器設備及貯槽除外)所致之損失；但經特別約定者，不在此限。

**商業火災保險竊盜保險附加條款****承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標之物在本附加條款有效期間內，直接因他人不法侵入置存保險標之物之處所，從事竊盜所致保險標之物之毀損或滅失，依本附加條款之約定，負賠償責任。

置存保險標之物之建築物因遭受竊盜所致之損失，本公司負賠償責任；但該毀損之建築物以被保險人所自有者為限。

**不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。
- 二、要保人、被保險人或其家屬或其受僱人之縱容、主謀、共謀，或串通所致之竊盜損失。
- 三、保險標之物存放於露天或未全部關閉之建築內所遭受之竊盜損失。
- 四、被保險人對於保險標之物所受之損失，無法證明確係由於竊盜所致者。

**商業火災保險地層下陷、滑動或山崩保險附加條款****承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標之物在本附加條款有效期間內，直接因非地震之突發及不可預料之地層下陷、滑動、山崩、地質鬆動、沙及土壤流失(包括土石流)所致之毀損或滅失，依本附加條款契約之約定，負賠償責任。

**不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。
- 二、直接因地震引起的地層下陷、滑動或山崩所致之損失。
- 三、直接或間接由於海岸遭受浸蝕、地層隆起(Heave)所致之損失。
- 四、建築物或置存保險標之物之建築物工程完成後一年內因固有瑕疵產生下陷所致之損失；但因外來意外事故所致者，不在此限。
- 五、地層下陷、滑動或山崩所致小徑、車道、圍籬、圍牆大門、擋土牆及露天設備設施(裝置在固定地點之露天機器設備及貯槽除外)之損失；但經特別約定者，不在此限。
- 六、清理殘餘物或恢復原地形地物所產生之清除費用。
- 七、由於被保險人自行監造之建築物因設計錯誤、施工不良或材質不佳等所致之損失。

**商業火災保險第三人意外責任保險附加條款****承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標之物在本附加條款有效期間內因火災或爆炸所致第三人體傷、死亡或財物損害，依法應由被保險人負賠償責任而受賠償請求時，依本附加條款之約定，負賠償責任。

**不保事項：**

本公司對於下列事故所致之賠償責任，不負賠償之責：

- 一、因被保險人經營或兼營非本附加條款所載明之業務或執行未經主管機關許可之業務或從事非法行為或因被保險人之故意行為所致之賠償責任。

二、任何性質之附帶損失。

前述所稱附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。

三、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時仍應由被保險人負擔賠償責任者，不在此限。

四、被保險人向人租賃、代人保管、管理或控制之財物，受有損失之賠償責任。

五、對被保險人之家屬或受雇人因體傷、死亡或財物損害之賠償責任。

六、因被保險人所有、使用或管理航空器、船舶及機動車輛所致之賠償責任。

七、因修繕或營建工程所致之賠償責任。

### 商業火災保險租金損失保險附加條款

#### 承保範圍：

茲經雙方同意，要保人加繳約定之保險費後，本公司對於在本附加條款有效期間內，直接因發生承保之危險事故致本保險契約所載明之承保保險標的物毀損或滅失，而直接引起租金之實際損失 (Actual Loss Sustained)，依本附加條款之約定，負賠償責任。但本公司之賠償責任以不超過本附加條款保險金額為限。

#### 不保事項：

本公司對下列損失，不負賠償責任。

一、其他附帶損失 (Consequential Loss)。

二、政府命令之拆除或焚毀所增加之租金損失。

三、受毀損之保險標的物於重建、修復或重置期間，因遭受罷工、暴動、民眾騷擾、他人之惡意破壞行為或恐怖主義份子之破壞行動，所增加之租金損失；即使本保險契約已承保附加罷工、暴動、民眾騷擾、惡意破壞行為保險及恐怖主義保險時亦同。

由於租賃權之終止、租賃契約解除、撤銷所致之損失。但該終止、解除、撤銷係因本保險契約承保之危險事故發生所致者，則本公司仍負賠償責任。

### 商業火災保險營業中斷保險附加條款(製造業適用)

#### 承保範圍：

茲經雙方同意，要保人加繳約定之保險費後，本公司對於在本附加條款有效期間內，因發生承保之危險事故致本保險契約所載處所內之保險標的物 (成品除外) 毀損或滅失，而直接導致營業中斷之實際損失及恢復營業所生之費用，依本附加條款之約定，負賠償責任。

#### 不保事項：

本公司對下列損失，不負賠償責任。

一、其他附帶損失(Consequential Loss)。

二、政府命令之拆除或焚毀所增加之營業中斷損失。

三、受毀損之保險標的物於重建、修復或重置期間，因遭受罷工、暴動、民眾騷擾、他人之惡意破壞行為或恐怖主義份子之破壞行動所增加之損失；即使本附加條款已承保附加罷工、暴動、民眾騷擾、惡意破壞行為保險及恐怖主義保險時亦同。

四、由於租賃權之終止、特許權逾期失效、契約或訂貨單遭解除、取消所致之損失。但該終止、失效、解除或取消係因本附加條款承保之營業中斷所致者，則本公司仍負賠償責任。

### 商業火災保險營業中斷保險附加條款(非製造業適用)

#### 承保範圍：

茲經雙方同意，要保人加繳約定之保險費後，本公司對於在本附加條款有效期間內，因發生承保之危險事故致本附加條款所載處所內之保險標的物毀損或滅失，而直接導致營業中斷之實際損失及恢復營業所生之費用，依本附加條款之約定，負賠償責任。

#### 不保事項：

本公司對下列損失，不負賠償責任。

一、其他附帶損失(Consequential Loss)。

二、政府命令之拆除或焚毀所增加之營業中斷損失。

三、受毀損之保險標的物於重建、修復或重置間，因遭受罷工、暴動；民眾騷擾、他人之惡意破壞行為或恐怖主義份子之破壞行動，所增加之營業中斷損失；即使本保險契約已承保附加罷工、暴動、民眾騷擾、惡意破壞行為保險及恐怖主義保險時亦同。

四、由於租賃權之終止、特許權逾期失效、契約或訂貨單遭解除、取消所致之損失。但該終止、失效、解除或取消係因本附加條款承保之營業中斷所致者，則本公司仍負賠償責任。

### 商業火災保險抵押權附加條款

#### **承保範圍：**

茲經雙方同意，訂立商業火災保險抵押權附加條款(以下簡稱本附加條款)，本公司同意就本保險契約之保險金在抵押權人與被保險人債權債務範圍內，應優先清償抵押權人之抵押債權，本公司並應直接給付予抵押權人。

### **商業火災保險 SB 附加條款**

#### **SB001 重置成本附加條款**

##### **(REPLACEMENT COST CLAUSE)**

茲經雙方同意，本保險契約之保險金額係以重置成本為基礎，至保險契約基本條款及其他批單中有關“實際價值”一辭皆以“重置成本”代替。亦即“實際價值”一辭中折舊之因素一律不予考慮。所謂“重置成本”係指修復、重建或置換與該標的物，同一地點之建築物或裝修，或同一廠牌、型式、規格、性能或相類似機具之新品成本。

#### **SB002 80% 共保附加條款**

##### **(80% CO-INSURANCE CLAUSE)**

茲經雙方同意，本保險契約特別載明適用本條款之保險標的物於約定之保險事故發生並造成損失時，倘其保險金額已達該標的物實際價值之百分之八十者，本公司就保險金額範圍內按實際損失金額賠付，不受本保險契約基本條款第二十五條第二項比例分攤之限制。

#### **SB003 實損實賠保險附加條款**

##### **(FIRST LOSS INSURANCE CLAUSE)**

茲經雙方同意，本保險單承保之保險標的物，其保險金額係以實損實賠(FIRST LOSS INSURANCE)為基礎，保險期間內每一次保險事故發生時，以實際損失賠付，不受本保險契約基本條款第二十五條第二項比例分攤之限制，但保險期間內累計之賠償金額仍以保險金額為限。

#### **SB004 保險金額自動增加附加條款**

##### **(AUTOMATIC CAPITAL ADDITIONS CLAUSE)**

茲經雙方同意，本保險契約所承保之條件，除另有規定外，並約定事項如下：

1. 本公司對保險標的物(貨物除外)的變動、增加或改良致實際現金價值增加者均予自動承保，惟以不超過各該項保險標的物金額百分之十為限。
2. 被保險人應於每三個月後七天內將保險標的物實際價值通知本公司憑以計算保險費，如逾規定通知之日不為通知時，本公司即以本保險契約所載保險金額作為該三個月之保險金額據以計算保險費。
3. 保險標的物實際價值之增加幅度超過本保險契約所載各該項保險標的物保險金額百分之十之範圍時，被保險人得隨時通知本公司並申請辦理批加保險金額，未經被保險人申請辦理批改時，本公司對超過本保險契約所載各該項保險標的物保險金額百分之十之增加部份不予自動承保。
4. 本公司於簽發本保險契約時，以保險契約所載保險金額計算全年保險費，被保險人應先交付之。保險期間屆滿時，如全年累計應付保險費超過已付保險費，被保險人應補交該超過部份之保險費。
5. 保險事故發生需予理賠時，如保險標的物之實際價值超過本保險契約所載保險金額，被保險人應補交該增加部份之保險費，其計算方式如下：
  - (1) 以該項保險標的物之實際價值超過該項保險標的物保險金額之部份計算之，該超過部份並以保險金額百分之十為限。
  - (2) 計算期間以自保險標的物實際價值超過保險金額之日起至保險契約到期日止。

#### **SB005 保險金額自動恢復附加條款**

##### **(AUTOMATIC REINSTATEMENT CLAUSE)**

茲經雙方同意，本保險契約所承保之保險標的物，因發生約定保險事故致毀損或滅失時，各該受損標的物之保險金額自動恢復，但被保險人應交付自保險標的物回復原狀之日起計算至保險契約到期日止之保險費。

#### **SB006**

##### **專業費用附加條款**

##### **(PROFESSIONAL FEES CLAUSE)**

茲經雙方同意，本公司對所承保之建築物、營業裝修或機器設備因保險事故發生遭受毀損或滅失後，為回復原狀所必需且合理之建築師、技師、會計師、律師費用、鑑定費用、法定費用及其他專業費用亦負賠償之責，但每一事故之最高賠償金額以建築物、營業裝修或機器設備之各分項賠償金額百分之五為限，最高不得超過新台幣五百萬元。

前項專業費用與受損保險標的物之賠償金額合計以各分項之保險金額為限。

#### **SB007**

##### **殘餘物清除費用附加條款**

##### **(DEBRIS REMOVAL CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標的物於保險事故發生所產生之下列費用：

- 一、搬運殘餘物
- 二、拆除或分解受損保險標的物
- 三、支撐保險標的物
- 四、清除保險標的物

本保險契約對於保險事故發生所致位於承保處所內非承保財產之殘餘物清除費用，亦負賠償責任。

本保險契約承保之保險標的物，倘另有其他保險契約承保時，不論該其他保險契約是否承保本項殘餘物清除費用，本公司對本項清除費用之賠償責任，以不超過本保險契約之保險金額與承保同一標的物同一保險事故之總保險金額之比例為限。

本公司於評估保險標的物之實際價值作為保險金額時，本項清除費用不予計算在內。但於理算賠款時，本項清除費用仍應與財產之損失金額合併計算，受不足額保險比例分攤之限制。

除本保險契約另有約定外，由於遵照政府命令或建築法規及其相關法令之規定，而營建、修復或拆除建築物所產生之清除費用，本公司不負賠償責任。

本保險契約之保險標的物不只一項時，分別適用本條款。

本公司對每一事故之賠償責任最高以各分項保險標的物賠償金額百分之十五為限，但最高不得超過新台幣一千萬元；非承保財產之殘餘物所生之清除費用亦受上述各項賠償金額之限制。各分項清除費用與該項受損保險標的物之賠償金額合計不得超過該受損保險標的物之保險金額。

#### **SB008 暫時外移附加條款**

##### **(OFF PREMISES CLAUSE)**

茲經雙方同意，保險標的物(貨物除外)因清理、改裝、修復或相類似之目的，暫時遷移並置存於保險契約載明之保險標的物地址以外之可關閉處所，發生保險事故遭受毀損或滅失時，本公司亦負賠償責任。本公司對每一事故之賠償金額以該項保險標的物保險金額百分之五為限，最高不得超過新台幣伍佰萬元。保險標的物在運輸途中或展覽會場內不適用本條款。

#### **SB009 預付賠款附加條款**

##### **(PAYMENTS ON ACCOUNT CLAUSE)**

茲經雙方同意，保險標的物因保險事故所致之毀損或滅失，經本公司理算後，其損失金額已確定部份，得先預付部份賠款予被保險人，惟該先行預付之賠款須於理算完成後由應賠付之金額中扣除。

#### **SB010 建築物外部設備附加條款**

##### **(OUTBUILDING CLAUSE)**

茲經雙方同意，本保險契約所承保之不動產包含牆垣、簷廊、外部附著裝飾、外部樓梯間及鐵架結構體。

#### **SB011 擴大承保處所附加條款**

##### **(PREMISES CLAUSE)**

茲經雙方同意，本保險擴大承保在保險契約載明之處所內，置存於平台上、通廊中之財物。

#### **SB012 內部遷移附加條款**

##### **(INTERNAL REMOVAL CLAUSE)**

茲經雙方同意，在本保險契約所載地址範圍內，保險標的物由原置存處所遷移至其他置存處所，因被保險人之疏忽未事先通知本公司，遇有保險事故發生時本公司對該遷移之保險標的物仍負賠償責任，本公司之賠償金額以動產之保險金額百分之十為限，但最高不得超過新台幣壹仟萬元。

被保險人應於知悉遷移事實後，立即通知本公司，必要時自遷移日起調整保險金額或保險費。

**SB013 改建與修復附加條款  
(ALTERATIONS AND REPAIRS CLAUSE)**

茲經雙方同意，被保險人對不動產或置存其內之標的物進行改建、增建或修復並不影響本保險契約之效力，惟改建、增建或修復完成時，被保險人應立即通知本公司，重新訂定費率，調整保險費。

**SB014 拋棄代位求償權附加條款  
(WAIVER OF SUBROGATION RIGHTS CLAUSE)**

茲經雙方同意，本公司對下表所列與被保險人在所有權或經營管理上有關係之人，同意拋棄代位求償權利。

**SB015 車輛裝載物附加條款  
(VEHICLE LOAD CLAUSE)**

茲經雙方同意，裝載保險標的物之車輛或貨櫃暫時停置於保險契約所載明處所內時，本公司對該保險標的物於保險期間內，因發生保險事故所致之毀損或滅失，亦負賠償責任。

**SB016  
理賠準備費用附加條款  
(CLAIMS PREPARATION COSTS CLAUSE)**

茲經雙方同意，本保險契約擴大承保被保險人因承保危險事故發生致保險標的物遭受毀損或滅失時，依本保險契約相關規定，為準備或證明理賠金額所實際發生必要且合理之費用。

前項費用不包括與本公司或本公司代理協商理賠時所產生之費用。

該項理賠準備費用賠償金額與該受損保險標的物之賠償金額合計不得超過該受損保險標的物之保險金額。但每一事故之理賠準備費用以新台幣一百萬元為限。

**SB017  
建築物拆除及建築費用增加附加條款  
(DEMOLITION AND INCREASED COST OF CONSTRUCTION CLAUSE)**

茲經雙方同意，本保險契約擴大承保因保險事故發生導致保險標的物毀損或滅失，被保險人為執行政府法令規定，於重建、重置或修復保險標的物所發生之下列費用：

- 一、因拆除任何未受損保險標的物之額外費用。
- 二、在其他地點重建、重置或修復另購置之他建築物所實際發生之費用(不包括土地成本)，但不得高於在原處重建、重置或修復所實際發生之費用。

本條款之賠償總額以不超過前述一、二項之總額為限。

本公司對於被保險人為執行任何有關污染之法令規定所生之第一項額外費用，不負賠償責任。

本公司對於被保險人或有關之關係人故意不執行主管機關通知被保險人修改或拆除保險標的物所致之拆除費用，不負賠償責任。

本公司對每一事故之賠償限額為新台幣一千萬元，但該項費用與該項受損保險標的物之賠償金額合計不得超過該受損保險標的物之保險金額。

**SB018：甲式  
趕工費用附加條款  
(EXPEDITING EXPENSE CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標的物因保險事故發生遭受毀損或滅失，被保險人為進行臨時性修復或永久性修復、重置所增加之合理趕工費用。

前項趕工費用包括加班費、快遞費用或支付其他運輸工具之費用。

本公司之賠償限額每一事故為新台幣五百萬元。

**SB019：乙式  
額外費用附加條款  
(SHORING AND PROPPING AND GOVERNMENT CHARGES CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標的物因保險事故發生遭受毀損或滅失所生之下列額外費用：

- 一、為緊急從事必要之復原、修理或替換保險標的物而產生之快遞費用、加班費、雇用額外勞力或租用設備或購買所需之材料費用。
  - 二、為避免擴大損失、降低損失或抑制損失，對於政府機關所提供之服務或供給設備，所必需繳付之任何費用、分攤或其他課徵(罰鍰或罰金除外)。
  - 三、為避免擴大損失所必需從事之支撐、支持或臨時性修理而產生之費用。
- 本公司對於一、二額外費用之賠償限額為新台幣五百萬元。

#### **SB020**

##### **消防費用附加條款**

##### **(FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSE CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標的物因保險事故發生遭受毀損或滅失所生之下列費用：

- 一、被保險人應分攤之消防費用。
- 二、耗用消防器材之費用。

本公司對上述費用之賠償，當保險金額低於保險標的物之價值時，本公司之賠償金額，以保險金額對保險標的物價值之比例定之。

#### **SB021**

##### **鎖鑰費用附加條款**

##### **(LOCKS AND KEYS CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標的物因竊盜、強盜、強奪所致重置或複製鎖鑰或開啟保險箱或房間所生之費用。

本公司之賠償限額為新台幣二十萬元。

#### **SB022**

##### **其他動產附加條款**

##### **(ALL OTHER CONTENTS CLAUSE)**

茲經雙方同意，本保險契約承保下列動產因保險事故發生所致之毀損或滅失：

- 一、貨幣及郵票。但除特別約定者外，合計賠償限額為新台幣十萬元。
  - 二、文件、證件、文稿及帳簿。但僅限於其紙張價值及登載資料所需之文書處理人工費用，賠償限額為新台幣二十萬元。
- 三、電腦資料儲存體。但僅限於置換電腦資料儲存體或複製其儲存之資料所需之費用，賠償限額為新台幣二十萬元。
- 四、圖樣、圖案及模型。賠償限額為新台幣二十萬元。
  - 五、被保險人員工所有之動產。但每一員工之賠償限額為新台幣二千元，保險期間內累積賠償限額為新台幣五十萬元。

#### **SB023**

##### **小額賠款附加條款**

##### **(APPRAISEMENT CLAUSE)**

茲經雙方同意，因保險事故發生所致保險標的物遭受毀損或滅失時，若其損失金額未達新台幣五百萬元以上者，不適用不足額保險比例分攤，且對未受損之保險標的物無需進行特別盤點或鑑價。

#### **SB024**

##### **比例分攤附加條款**

##### **(Average Penalty Relief CLAUSE)**

茲經雙方同意，本保險契約所承保之保險標的物(貨物除外)遭受毀損或滅失，其實際現金價值超過保險金額之百分之一百二十五時，則本公司之賠償金額以保險金額之百分之一百二十五與實際現金價值之比例定之。

賠償金額之理算公式如下：

$$\text{賠款金額} = \frac{\text{損失金額} \times \text{保險金額}}{\text{實際現金價值}} \times 125\%$$

#### **SB025**

##### **商標附加條款(適用於高級名牌或商標之貨物)**

#### **(BRAND OR TRADEMARK CLAUSE)**

茲經雙方同意，本保險契約所承保具有品牌、商標之貨物或製造商、被保險人有明示或默示提供保證或責任之貨物，因保險事故發生遭受毀損或滅失時，受損貨物之殘餘價值將以本公司自行負擔費用，並依照慣例清除受損貨物所有品牌或商標或其他識別特徵後之價值決定之。

被保險人擁有前述受損貨物之所有權及控制權，被保險人經合理之判斷後，可自行決定前述受損之貨物是否仍適合利用。非經被保險人同意，不適合利用之貨物不得出售或處置，但被保險人應將出售所得或以其他方式處理之所得交付本公司。

#### **SB026**

##### **商標附加條款(適用於一般貨物)**

#### **(BRANDED GOODS CLAUSE)**

茲經雙方同意，本保險契約對被保險人擁有或信託佔有或保管之受損貨物，或已出售尚未交運之貨物，在未經被保險人同意前不得出售。未出售受損貨物價值之認定，由被保險人自行除去商標、標籤或名稱後，與本公司商定之。

#### **SB027**

##### **被保險人照顧、監管及控制標的物範圍附加條款**

#### **(CARE, CUSTODY AND CONTROL COVERAGE CLAUSE)**

茲經雙方同意，於要保人繳交約定保險費後，本保險契約擴大承保在被保險人照顧、監管及控制下之財產，因保險事故發生遭受之毀損或滅失。

但本公司對下列財產不負賠償責任：

- 一、被保險人作為臨時工作場所之建築物(含動產)或因被保險人之營業行為而暫時擁有之財產。
- 二、員工及訪客之衣物或私人用品。
- 三、被保險人應負責任之租用建築物。

#### **SB028**

##### **溫度控制系統損壞附加條款**

#### **(CHANGES IN A TEMPERATURE CONTROLLED ENVIRONMENT CLAUSE)**

茲經雙方同意，本保險契約擴大承保貨物受溫度控制系統因機械、水壓、電力或電器設備損壞引發溫度改變期間達二十四小時以上所致之毀損或滅失。

每一事故及累積最高賠償限額為新台幣五百萬元。

#### **SB029**

##### **契約承購者附加條款**

#### **(CONTRACTING PURCHASER CLAUSE)**

茲經雙方同意，本保險契約所承保之建築物因保險事故發生遭受毀損或滅失時，若被保險人已簽訂將其持有建築物之權益出售之契約，雖然此一交易尚未完成，惟在該交易完成時，買方承受被保險人於本保險契約所得享有之相同權益。

#### **SB030**

##### **電腦系統當機、故障或操作失當附加條款**

#### **(DATA PROCESSING/MEDIA FAILURE BREAKDOWN OR MALFUNCTION OF THE PROCESSING SYSTEM CLAUSE)**

茲經雙方同意，本保險契約擴大承保營業處所內之電腦系統及其週邊設備，在使用中或因為清理、調整、檢查、修理、翻修、調整位置之目的而停止運轉、拆除、移動、重組，並於當地測試完畢後，因遭受意外事故所致之毀損或滅失。

前述所稱意外事故係指操作錯誤、疏忽、員工或第三人惡意行為、竊盜、強盜、搶奪、設計或原料錯誤、短路、電壓過高、感應、燒焦、煤灰或任何濕氣、腐蝕之影響。

每一事故及累積最高賠償限額為新台幣二百萬元。

#### **SB031**

##### **地震、颱風及洪水—單獨損失附加條款**

#### **(EARTHQUAKE AND FLOOD – SINGLE LOSS CLAUSE)**

茲經雙方同意，因地震或颱風及洪水所致下列之每一損失，應視為一次單獨損失。

一、本保險契約有效期間內，任何七十二小時內所發生一次以上之地震或颱風及洪水。本條款所



稱之颱風係指經中央氣象局就台灣地區發布有陸上颱風警報者，或  
二、在一特定期間內，任何河流、溪流之水位連續高漲、氾濫或此等河流、溪流堤岸塌陷而導致洪水發生，或  
三、因任何一次自然現象改變引起海潮或連續海潮所導致之洪水。  
若前項第一款之情形發生，而地震或颱風及洪水發生之時間在本保險契約有效期間內，但七十二小時之時間超出本保險契約終止日期，本公司對此等期間之損失，視為完全在保險期間發生，仍負賠償責任。  
但本公司對發生於保險契約生效日期前或終止日期後之地震或颱風及洪水所致之毀損或滅失，不負賠償責任。

#### **SB032**

##### **電器設備損壞附加條款**

##### **(ELECTRICAL INJURY CLAUSE)**

茲經雙方同意，本保險契約所承保之電機、電氣器具或電器設備之任何部分，因使用過度、電壓過高、短路、自燃、電弧或漏電等事故致其本身之毀損或滅失，本公司負賠償責任。  
本公司對於每一事故之賠償限額為新台幣一百萬元。

#### **SB033**

##### **被保險人員工所有動產附加條款**

##### **(EMPLOYEES' PERSONAL EFFECTS CLAUSE)**

茲經雙方同意，本保險契約擴大承保被保險人員工所有動產因保險事故發生遭受毀損或滅失。  
本公司對每位員工之賠償限額為新台幣二千元，全體員工之賠償限額為新台幣五十萬元。

#### **SB034**

##### **改建修復責任附加條款**

##### **(INDEPENDENT CONTRACTOR'S LIABILITY CLAUSE)**

茲經雙方同意，本保險契約對於被保險人因承保之危險事故發生須改建或修復其所有、使用或管理之保險標的物致第三人遭受體傷或財損，依法應負賠償責任，而受賠償請求時，負賠償之責。  
本公司對於每一事故之賠償限額為新台幣二百萬元。  
被保險人可從其他責任險取得賠款時，本公司不負賠償責任。  
被保險人為第一項之改建或修復時，應立即以書面通知本公司；若因錯誤或疏忽未為通知者，應於知悉時立即通知本公司。

#### **SB035**

##### **出租人責任附加條款**

##### **(LANDLORD LIABILITY CLAUSE)**

茲經雙方同意，本保險契約對於承租人之財物因承保之保險事故發生遭受毀損或滅失，出租人依法應負賠償責任，而受賠償請求時，負賠償之責。  
本公司對於每一事故之賠償限額為新台幣一百萬元。

#### **SB036**

##### **法令變更自動生效附加條款**

##### **(LIBERALISATION CLAUSE)**

茲經雙方同意，本保險契約因政府主管機關行政命令或法律修正致擴大承保範圍，在不需增加要保人保費負擔及無損於被保險人權益下，自該命令或法律修正實施之日起生效。

#### **SB037**

##### **機械設備操作附加條款**

##### **(LIFT, HOIST, PLANT & MACHINERY CLAUSE)**

茲經雙方同意，本保險契約擴大承保被保險人或其受僱人因操作工作所需之吊車、起重機或機械設備所導致保險標的物之毀損或滅失。  
每一事故被保險人之自負額為新台幣一百萬元。  
本公司之賠償限額為該項受損保險標的物保險金額之百分之五，但最高不得超過新台幣一千萬元。

**SB038****責任解除附加條款(甲型)  
(LOSS PAYABLE CLAUSE)**

茲經雙方同意，本保險契約所承保之保險事故發生致保險標之物遭受毀損或滅失時，各保險人按其承保比例與約定責任理算及支付賠款，保險人於支付前述賠款後，該部分責任視為已解除。

**SB039****責任解除附加條款(乙型)  
(LOSS PAYABLE CLAUSE)**

茲經雙方同意，本保險契約所承保之保險事故發生致保險標之物遭受毀損或滅失時，本公司依據個別被保險人之權利及保險利益，理算損失及支付賠款後，該部分責任視為已解除。

**SB040****貨物水險(50/50)附加條款  
(MARINE CARGO INSURANCE (50/50 CLAUSE))**

茲經雙方同意，本保險契約所承保之保險事故發生致保險標之物在本保險契約有效期間內遭受毀損或滅失，並於貨物水險保險契約效力終止後始發現者，經適當調查仍無法判定損失發生時間是在貨物水險保險契約終止之前或之後，若貨物水險保險契約之保險人同意負擔百分之五十之損失賠償責任，本公司亦同意負擔百分之五十之損失賠償責任。

本損失分攤責任之約定不影響本公司與貨物水險之保險人對損失分攤比例之最後約定。

若本保險契約與貨物水險保險契約各有不同自負額約定時，雙方保險人於賠償各自之百分之五十損失時，應扣除各自約定自負額之百分之五十。

本條款僅限於被保險人在保險標之物運抵承保處所時，對所有保險標之物及容器必需依實際情況儘速進行查驗是否有明顯破損，始得適用。

**SB041****小型工程附加條款  
(MINOR WORKS CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標之物進行小型之改建、增建、修復或試車時，因突發而不可預料之意外事故所致之毀損或滅失，需予修復或重置時，本公司負賠償責任。

每一事故賠償限額為新台幣五百萬元。

除了保險契約另有約定外，本公司僅對超過自負額部分，負賠償責任。

**SB042****新取得財產附加條款  
(NEW ACQUISITIONS CLAUSE)**

茲經雙方同意，本保險契約擴大承保被保險人新取得之財產或新增處所之財產，惟不得超過各該項保險標之物保險金額之百分之十，且最高以新台幣一千萬元為限。

上述新取得之財產或新增處所之財產，本公司以暫保方式予以承保，並自被保險人取得保險利益時即開始生效，且於下述三種情形中之任一情形發生時，其效力即行終止：

- 一、被保險人新取得財產或新增處所之財產滿九十天者；或
- 二、新取得之財產或新增處所之財產已通知本公司，且已增加原保險契約保險金額者；或
- 三、本保險契約之保險期間已屆滿者。

上述暫保責任仍受保險契約所載之各該項保險標之物保險金額之限制。

**SB043****無控制權附加條款  
(NO CONTROL CLAUSE)**

茲經雙方同意，本保險契約之效力不因被保險人無控制權所致危險因素增加而受影響。

**SB044****無法進入承保處所鄰近財產附加條款(一般營業處所適用)  
(PREMISES IN VICINITY 「PREVENTION OF ACCESS」 CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標之物處所鄰近之財產，因保險事故發生遭受毀損或滅失，導致被保險人無法進入保險標之物處所或使用保險標之物所產生營業中斷之實際損失及恢復

營業所生之費用，不論保險標的物本身有無毀損或滅失，均視為保險標的物遭受毀損或滅失，本公司負賠償責任。

被保險人因上項原因所致營業中斷時間持續達二十四小時以上，本公司始負賠償責任。惟被保險人應自負五個連續工作天之營業中斷損失，且本公司之賠償限額每一事故為新台幣二千萬元。

#### **SB045**

##### **無法進入承保處所鄰近財產附加條款(商業中心適用)**

##### **(PREMISES IN VICINITY CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標的物處所共同形成或位於同一商業中心之商業體，因保險事故發生遭受毀損或滅失，導致該商業中心暫時性客源減少所產生營業中斷之實際損失及恢復營業所生之費用，不論保險標的物本身有無毀損或滅失，均視為保險標的物遭受毀損或滅失，本公司負賠償責任。

被保險人因上項原因所致營業中斷時間持續達二十四小時以上，本公司始負賠償責任。惟被保險人應自負五個連續工作天之營業中斷損失，且本公司之賠償限額每一事故為新台幣二千萬元。

#### **SB046**

##### **續保保費調整附加條款**

##### **(PREMIUM ADJUSTMENT CLAUSE)**

茲經雙方同意，本保險契約除另有約定外，於每年續保前，被保險人應將保險標的物危險變更情形通知保險人，其保險費由保險人重新釐訂，並自本保險契約續保之日起生效。

前項通知義務，被保險人應於每年保險期間屆滿日三十天前為之。

#### **SB047**

##### **陸上運送附加條款**

##### **(PROPERTY IN TRANSIT CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標的物，自約定處所：  
工具起運，並在正常運輸過程中，運送至本保險契約之約定處所：  
事故發生(不包括裝卸)遭受毀損或滅失，本公司負賠償責任：

一、火災或爆炸。

二、運輸工具之傾覆或出軌。

三、運輸工具之碰撞或觸撞。

本保險契約不承保上述承保責任以外之運輸、提單應負之賠償責任或貨物運輸保險契約應負之賠償責任。

本公司最高賠償限額每次運送為新台幣五百萬元。

#### **SB048**

##### **儲存於非承保處所附加條款**

##### **(PROPERTY IN OFF-SITE STORAGE CLAUSE)**

茲經雙方同意，本保險契約擴大承保儲存在保險契約載明地址以外處所之保險標的物(不包括半成品、在製品或儲存於製造商、經銷商或供應商處所之保險標的物)，前述儲存處所包括：

。被保險人對儲存處所疏於採行一般公認之損害防阻措施所致之損失，本公司不負賠償責任。

前項損害防阻措施至少應包括：

一、儲存處所需為密閉之建築物，並針對該儲存處所及儲存物之特性，採取適當之保全及防火措施。

二、以防火牆隔離儲存物品或保持儲存物品間之距離在 7.62 公尺以上。

三、儲存物品置放位置之設計應能防止因雨積水導致損失或高於過去二十年一次之洪水位。

四、每一儲存處所最高賠償限額為新台幣五百萬元。

#### **SB049**

##### **公權力附加條款**

##### **(PUBLIC AUTHORITIES CLAUSE)**

茲經雙方同意，本保險契約擴大承保保險標的物因保險事故發生遭受毀損或滅失，被保險人在重建或修復受損保險標的物時，必須執行相關法令所產生之額外費用，但仍需符合下列規定：

一、被保險人應於損失發生後立即重建或修復該受損保險標的物，並在損失發生之日起十

二個月內(或經本公司書面同意延長期限)完工;若法令規定該受損保險標的物必須在其他地點重建或修復時,本公司亦負賠償責任,但本公司之賠償責任仍以原保險金額為限。

二、若保險標的物受損,依保險契約之規定而減少賠償責任時,則本附加條款之賠償責任亦依相關規定減少。

三、本公司對每一受損保險標的物之賠償責任每一事故以該受損標的物賠償金額之百分之十為限,但不得超過新台幣一千萬元。

本公司對於下列事故所生之第一項額外費用不負賠償責任:

一、被保險人執行相關法令所致下列損失,因而產生之額外費用:

(一)本保險契約生效前發生之損失;

(二)本保險契約承保範圍以外之損失;

(三)損失發生前被保險人已接到政府機關命令拆除或重建之通知,因而產生之損失;

(四)有關受損保險標的物中未受損部分之費用。

二、被保險人依相關法令規定,為恢復受損保險標的物達到全新狀態所生之額外費用;

三、被保險人執行相關法令所需支付之財產增值稅或其他費用。

## **SB050**

### **特殊分類附加條款**

#### **(SINGLE CLASSIFICATION CLAUSE)**

茲經雙方同意,本保險契約對於需按整批、或整套規格、色系或其他分類方法銷售之貨物,因保險事故發生而導致未受損部分價值之減少,本公司負賠償責任。

## **SB051**

### **單一機器或設備附加條款**

#### **(SINGLE MACHINE OR UNIT CLAUSE)**

茲經雙方同意,本保險契約擴大承保因保險事故發生導致由兩個以上零件組成機器設備之任何部分遭受毀損或滅失,本公司僅以受損機器設備或零件部分之價值為限,負賠償責任;本公司亦得依被保險人之選擇,對更換或修理部分受損之機器設備或零件所需之費用,負賠償責任。

## **SB052**

### **擴大承保供應商/顧客處所附加條款**

#### **(SUPPLIERS'/CUSTOMERS' PREMISES EXTENSION(S) CLAUSE)**

茲經雙方同意,本保險契約擴大承保供應商/顧客處所屬於被保險人之財物發生保險事故遭受毀損或滅失導致被保險人營業中斷之實際損失及恢復營業所生之費用,視同保險標的物損失所引起之營業中斷之損失。

一、所稱供應商處所係指被保險人取得原物料、組件、商品之任何供應商處所,以及被保險人之製造商工廠及設備所在之處所。

二、所稱顧客之處所係指由被保險人提供原物料、組件、商品之任何顧客處所。

三、本公司對於供應商/顧客處所內不屬於被保險人財物發生保險事故所引起營業中斷之損失,不負賠償責任。

被保險人每一事故應自負五個連續工作天之營業中斷損失。保險期間內本公司對每一供應商/顧客之賠償責任限額為新台幣一千萬元,且每一事故賠償限額為新台幣一千萬元。

本公司對於因機械故障所引起之營業中斷損失,不負賠償責任。

上述供應商/顧客處所僅限位於台、澎、金、馬地區。

## **SB053**

### **他人使用保險標的物附加條款**

#### **(TENANTS CLAUSE)**

茲經雙方同意,本保險契約擴大承保非為被保險人使用之保險標的物,因他人之任何行為、疏忽或改變所致危險增加,於被保險人不知情或無法控制情形下,本保險契約之效力不受影響。但被保險人應於知悉後十日內通知本公司,如有必要時,應加繳保險費。

## **SB054**

### **標題附加條款**

#### **(TITLES OF PARAGRAPHS CLAUSE)**

茲經雙方同意，本保險契約各條款之標題僅供參考，不因任何原因而影響該條款之內容。

#### **SB055**

##### **未受損之附屬或周邊設備附加條款**

##### **(UNDAMAGED ANCILLARY AND/OR PERIPHERAL EQUIPMENT CLAUSE)**

茲經雙方同意，本保險契約對於任何承保之建築物或機器設備，因保險事故發生遭受毀損或滅失而無法置換時，其附屬或周邊設備雖未受損，但已無法單獨使用，則此附屬或周邊設備無法單獨使用之損失，將視同保險事故所致之毀損或滅失。

本公司對於未受損但無法單獨使用之附屬或周邊設備之賠償責任，每一事故以該受損標的物賠償金額之百分之十為限，但不得超過新台幣一千萬元。

#### **SB056**

##### **未受損之建築物附加條款**

##### **(UNDAMAGED BUILDINGS & FOUNDATIONS CLAUSE)**

茲經雙方同意，本保險契約對於承保之建築物因保險事故發生遭受毀損，被保險人為執行法令而必須在其他地點重建時，則該被拋棄之未受損建築物部分，視同保險事故發生導致之毀損。

本公司對於未受損建築物之賠償責任，每一事故以該受損標的物賠償金額之百分之十為限，但不得超過新台幣一千萬元。

若因拋棄未受損建築物而增加銷售價值者，該增加部分視為未受損建築物之殘值，於本公司應付賠款金額中扣除。

對於前述基地之增值如有異議時，得依相關法令以仲裁方式解決。其程序及費用依仲裁法及相關法規規定辦理。

#### **SB057**

##### **基層保險附加條款**

##### **(UNDERLYING INSURANCE CLAUSE)**

茲經雙方同意，若本保險契約附加本條款時，則本保險契約與基層保險契約之賠償責任，依下列規定辦理：

- 一、本保險契約之賠償責任係承保超過基層保險契約之部分，基層保險契約之存在，不影響本保險契約之效力。
- 二、若本保險契約之起賠金額與基層保險契約之保險金額重疊時，則該重疊之部分，視為其他保險。

前項所稱基層保險係指當保險事故發生造成損失時，首先免賠償責任之保險。

#### **SB058**

##### **被保險人控制及停車處所之車輛附加條款**

##### **(VEHICLES ON INSURED'S CONTROL AND CAR PARK CLAUSE)**

茲經雙方同意，本保險契約對於被保險人因保險事故發生導致其所控制或停放於承保處所之車輛遭受毀損或滅失，依法應負之賠償責任，而受賠償請求時負賠償之責，但仍應受下列之限制：

- 一、被保險人應善盡預防義務，以防止任何車輛遭受毀損或滅失。
- 二、本公司之賠償限額每一車輛為新台幣二十萬元，每一事故為新台幣五百萬元。

本條款不適用於營業用停車場。

#### **SB059**

##### **工人附加條款**

##### **(WORKMEN CLAUSE)**

茲經雙方同意，本公司對於工人不定時在承保處所內從事結構性施工或其他施工時，本保險契約之效力不受影響。

#### **SB060**

##### **新增機器設備申報附加條款**

##### **(SPECIAL CONDITIONS CONCERNING DECLARATION OF NEW VALUE)**

茲經雙方同意，本保險契約擴大承保已成功安裝及測試完畢後之新增機器設備，但被保險人應於新增機器設備起保日起三十天內向本公司申報，並自起保日起計算應加繳之保險費。

被保險人每次申報金額以新台幣 元為限。保險期間內本保險契約之保險金額以新台幣

元為限。

#### **SB061**

##### **公用事業附加條款(財產保險適用)**

##### **(SERVICE INTERRUPTION CLAUSE)(for PD)**

茲經雙方同意，本保險契約擴大承保因保險事故所致供應電力、瓦斯、水力之管線、供電所、瓦斯供應站、給水站之毀損或滅失，而直接導致保險標的物遭受之毀損或滅失。

因上述各項之任一原因所致供應中斷時間持續達二十四小時以上，本公司始負賠償責任。供應中斷時間內，若有局部恢復供應，視為供應已完全恢復。

每一事故被保險人之自負額為新台幣一百萬元。本公司對於每一事故之賠償限額為新台幣二千萬元。

除本保險契約另有約定承保者外，本公司對於第一項所載公用事業本身設備之毀損或滅失，不負賠償責任。

本公司對於下列原因所致保險標的物之毀損或滅失，不負賠償責任：

- 一、公用事業執行計劃性任務。
- 二、公用事業運用其權力，限制供應相關服務。
- 三、罷工或勞工聯盟之抗爭。
- 四、久旱不雨所致供水短缺。

#### **SB062**

##### **公用事業附加條款(營業中斷險適用)**

##### **(SERVICE INTERRUPTION CLAUSE)(for BI)**

茲經雙方同意，本保險契約擴大承保因保險事故所致供應電力、瓦斯、水力之管線、供電所、瓦斯供應站、給水站之毀損或滅失，而直接導致被保險人營業中斷之實際損失及恢復營業所生之費用。

因上項原因所致供應中斷時間持續達二十四小時以上，本公司始負賠償責任。供應中斷時間內，若有局部恢復供應，視為供應已完全恢復。

每一事故被保險人應自負五個連續工作天之營業中斷損失。本公司對於每一事故之賠償限額為新台幣二千萬元。

除本保險契約另有約定承保者外，本公司對於第一項所載公用事業本身設備之毀損或滅失，不負賠償責任。

本公司對於下列原因所致被保險人之營業中斷損失，不負賠償責任：

- 一、公用事業執行計劃性任務。
- 二、公用事業運用其權力，限制供應相關服務。
- 三、罷工或勞工聯盟之抗爭。
- 四、久旱不雨所致供水短缺。

#### **SB063**

##### **內部依存附加條款(營業中斷險適用)**

##### **(INTERDEPENDENCY CLAUSE)(for BI)**

茲經雙方同意，本保險契約擴大承保於保險契約有效期間內，因保險事故發生致下列處所內：之財物毀損或滅失，而直接導致被保險人位於本保險契約所載處所營業中斷之實際損失及恢復營業所生之費用。

本公司對於每一事故之賠償責任以營業中斷保險金額百分之五為限，最高不得超過新台幣二千萬元。且該項金額與營業中斷之實際損失合計不得超過營業中斷保險之保險金額。

#### **SB064**

##### **政府命令附加條款(營業中斷險適用)**

##### **(INTERRUPTION BY CIVIL OR MILITARY AUTHORITY CLAUSE)(for BI)**

茲經雙方同意，本保險契約擴大承保於保險契約有效期間內，因保險事故發生致本保險契約所載處所內之保險標的物遭受毀損或滅失，而致政府命令禁止進入保險標的物所在地址恢復營業導致營業中斷之實際損失及恢復營業所生之費用。

本公司對於每一事故之賠償限額以營業中斷保險金額百分之五為限，最高不得超過新台幣二千萬元。且該項金額與營業中斷之實際損失合計不得超過營業中斷保險之保險金額。

**SB065****保險標的物無法進出附加條款(營業中斷險適用)  
(INGRESS/EGRESS CLAUSE)(for BI)**

茲經雙方同意，本保險契約擴大承保於保險契約有效期間內，因保險事故發生致保險標的物無法進出本保險契約所載處所導致營業中斷之實際損失及恢復營業所生之費用。

本公司對於每一事故之賠償責任以營業中斷保險金額百分之五為限，最高不得超過新台幣二千萬元。且該項金額與營業中斷之實際損失合計不得超過營業中斷保險之保險金額。

**SB066****電腦資料及設備危險除外不保附加條款  
(ELECTRONIC DATA AND EQUIPMENT PERILS EXCLUSION CLAUSE)**

因下列事故所致之直接或間接損失，本公司不負賠償責任。

- 一、網際網路或類似設備之正常或不正常作用。
- 二、資料、軟體或任何程式及指令所導致之損害、滅失、失真或刪除。
- 三、全部或部分資訊、編碼、程式、軟體或其他電腦週邊設備，不能使用或功能喪失，以及因而導致被保險人之賠償責任或無法執行業務所致之損失。

**SB067****錯誤遺漏附加條款(ERRORS OR OMISSIONS CLAUSE)**

茲經雙方同意，要保人或被保險人因過失而錯誤或遺漏、遲延向本公司為下列事項時，本公司仍負賠償責任：

- 一、訂立契約時，對於書面詢問之告知說明事項。
- 二、保險標的物轉移之通知說明事項。

要保人或被保險人知悉上述錯誤或遺漏、遲延時，應於三十日內通知本公司，否則本公司不負賠償責任。

本公司最高賠償金額以保險金額之百分之一為限，但最高不得超過新台幣五百萬元。

**SB068****汽車修理廠託修車輛附加條款  
(CARE, CUSTODY AND CONTROL OF CUSTOMER'S VEHICLES)**

茲經雙方同意，本保險契約所承保之客戶託修車輛，因保險事故致毀損或滅失，依法應由被保險人負賠償責任而受賠償請求時，本公司依下列事項之約定辦理：

- 一、託修車輛部份毀損時，以修復至毀損發生前之狀況所必要之修理費用為限。
- 二、託修車輛全部毀損或滅失時，以事故發生當時之實際價值為限。實際價值為新車購買價格扣除折舊（依汽車保險條款按使用年度，自用車每年折舊 25%，營業車每年 30% 計算）後之餘額。
- 三、由於修理工作之故意或過失所致車輛本身之毀損或滅失，本公司不負賠償責任。
- 四、託修車輛之毀損或滅失所致之任何附帶損失（包括貶值之損失或被保險人擅自承諾非屬本保險契約之賠償責任），本公司不負賠償責任。
- 五、給付賠款時應檢附車輛所有權人及被保險人之和解書，或共同簽署領款收據始得賠付。

**SB069****金屬鎔液溢出附加條款(MOLTEN METAL SPILLAGE CLAUSE)**

茲經雙方同意，對於直接因金屬鎔液之溢出，所致金屬鎔液本身及其他保險標的物之毀損或滅失，本公司不負賠償責任，但因此而致保險標的物發生火災之損失則不在此限。

**SB070****保險標的物敘述附加條款  
(DESCRIPTION OF PROPERTY INSURED CLAUSE)**

茲經雙方同意，本公司與被保險人對於本保險契約所載之保險標的物之定義發生異議時，本公司同意以保險事故發生時被保險人之財產帳冊分類為理賠基準。

**SB071****委外加工附加條款(WORK IN PROCESS – OUTSOURCED CLAUSE)**

茲經雙方同意，被保險人委外加工之貨物因發生保險事故所致之毀損或滅失時，本公司仍負賠償

責任。但保險期間內最高賠償限額為新台幣五百萬元。

#### **SB072**

##### **竊盜保全附加條款(SEcurity CONDITION CLAUSE)**

茲經雙方同意，對於竊盜事故所致之損失，本公司依下列事項之約定辦理：

- 一、被保險人應於本保險契約有效期間內，就保險標之物之置存處所與保全公司訂立保全服務契約，並裝設有效之防盜警報措施，且應按保全契約之規定，切實履行防盜警報系統之設定與維護義務，被保險人若未能履行上述之義務，則對於因此所遭致之損失，本公司不負賠償責任。
- 二、對於本保險契約應負賠償責任之竊盜損失，本公司將依竊盜保險附加條款及本保險契約條款之約定理算，扣除下列二項較高者之金額後，就超過之部份，賠付予被保險人：
  - 1、保全公司因竊盜事故賠付予被保險人之賠償金。
  - 2、竊盜險之自負額。
- 三、若竊盜損失事故發生時，保險標之物已無有效保全契約，本公司將不予理賠該竊盜事故之損失。

#### **SB073**

##### **受委託代工貨物附加條款(CONSIGNED STOCK CLAUSE)**

茲經雙方同意，本保險契約所承保之受委託代工貨物，倘遇保險事故所致損失時，本公司依下列約定辦理：

- 一、按主保險契約基本條款之「理賠事項」約定賠償。
- 二、受委託代工貨物如遇有保險事故發生時，被保險人(或所有權人)應提供代工貨物之憑證、帳冊、代工合約及有關證明文件，且被保險人及所有權人應共同簽署和解書後，被保險人始得領取賠款。

#### **SB074**

##### **試車/測試附加條款**

##### **(PLANT & PROPERTY TESTING AND COMMISSIONING CLAUSE)**

茲經雙方同意，本保險契約所承保之保險標之物於建造、安裝、拆卸、分解、改裝、試車或測試(含機械性能測試)期間，其本身所遭受之毀損或滅失，及其引起之附帶損失，本公司不負賠償責任。

本保險契約同意承保之財產需完成並符合下列之程序：

- 一、機械性測試。
  - 二、熱試車。
  - 三、符合契約載明設計標準之性能測試，連續測試至少 72 小時且全廠維持於穩定及可控制之狀態。
  - 四、被保險人正式點交完畢(含書面文件或記錄等)，且無任何權利保留或放棄保證事項。
- 上述事項不含正常之維修保養作業。

##### **商業火災保險小額賠款附加條款**

茲經雙方同意，因保險事故發生所致保險標之物遭受毀損或滅失時，若其損失金額未達新台幣[填入金額]以上者，不適用不足額保險比例分攤，且對未受損之保險標之物無需進行特別盤點或鑑價。

##### **制裁除外不保附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：當本保險單所提供之任何理賠有違反聯合國決議或歐盟、英國、中華民國或美國之貿易制裁法令者，本公司不予以理賠。

本附加條款未約定事項悉依本保險單約定辦理。

##### **商業火災綜合保險**

##### **承保範圍：**

本公司對於保險標之物因突發不可預料之意外事故所致之損失，除本保險契約第四、五、六、七、八、九、十條所載不保之危險事故及原因外，本公司依本保險契約之約定，負賠償責任。因前項危險事故之發生，為救護保險標之物，致保險標之物發生損失者，視同本保險契約承保危險事故所致之損失。



## 不保事項

壹、本保險契約不承保因下列各種危險事故所致保險標之物之毀損或滅失：

一、保險標之物本身設計或規範之錯誤或瑕疵，材料、器材之瑕疵、規格不合，施工或工藝品質不良。

二、保險標之物之固有瑕疵、隱藏性缺陷、逐漸惡化、變質、變形或自然耗損。

三、水電、瓦斯或燃料系統供應中斷或保險標之物所在地外接之排放系統故障。

但損失之發生係由於緊接上述三種危險事故之另一危險事故所造成，且該發生在後之危險事故為本保險契約所承保者，則本公司僅就發生在後之危險事故所致之損失負賠償責任。

貳、本保險契約不承保因下列各種危險事故所致保險標之物之毀損或滅失：

一、建築物的倒塌或龜裂。

二、保險標之物之腐蝕、生鏽、磨損、刮損或因氣溫、濕氣、乾溼度的變化、外觀之變化、光線所致變化或因腐壞、收縮、蒸發、失重、污染、變味、變色、菌害、蟲害。

但直接因本保險契約承保之危險事故發生所致保險標之物或置存保險標之物處所發生損失或因而導致上述二種危險事故發生所致保險標之物之損失，不在此限。

參、本保險契約不承保因下列各種危險事故所致保險標之物之毀損或滅失：

一、偷竊，但以暴力或毀越門窗牆垣或其他安全設施，侵入置存保險標之物之建築物內偷竊，不在此限。

二、詐欺、侵占或不誠實行為

三、消失、不明原因的短少、貨物盤點時發現的短少、資料歸檔錯誤或遺失、運送中動產之短少，應供應或送達之物資短少、文書或會計處理之錯誤所致之短少。

四、蒸氣設備、鍋爐、預熱氣、汽管、蒸氣或瓦斯透平、蒸汽引擎、內燃機、油壓機或水壓機及其他使用壓力之器具設備(均包括其附屬設備)本身的過熱、爆炸、壓潰、裂開、接頭滲漏、焊接不良。

五、機械性或電氣性的當機或喪失機器設備應有之功能。

六、當保險標之物之處所為空屋或不使用時，儲水槽或容器或管線破裂、溢流、滲漏。

但損失之發生係由緊接上述六種危險事故之另一危險事故所造成，且該發生在後之危險事故為本保險契約所承保者，則本公司僅就發生在後之危險事故所致之損失負賠償責任。

肆、本保險契約不承保因下列各種危險事故所致保險標之物之毀損或滅失：

一、海水或河水的侵蝕。

二、地層滑動、隆起或下陷、山崩、地質鬆動、沙及土壤流失。

三、建築物的正常下沉或基床下沉。

四、置存於露天或於有開口建築物或圍牆、大門內可移動財產，因風、雨、雹、霜、雪、洪水、沙土或灰塵所致之損失。

五、冷凍凝固體或不慎流出的溶解物質。

伍、本保險契約不承保因下列各種原因所致之毀損或滅失：

一、要保人、被保險人或其家屬之故意行為所致之損失。

二、停工、延遲、喪失市場所致之損失或因而引起任何之間接或連帶之損失。

陸、本保險契約不承保無論直接或間接因下列各種危險事故或原因所致之毀損或滅失：

一、戰爭、侵略、外敵行為、敵對狀態、或類似之情形(不論宣戰與否)、內戰、謀反、革命、叛亂或因叛亂軍事力或謀反事件所致之群眾騷擾。

二、任何直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任。

三、(一)由於政府機構行使充公、沒收、扣押或徵收之權力致保險標之喪失永久性或臨時性之占有者。

(二)由於建築物被他人永久或臨時非法占有所致者。

但上述二種占用前保險標之物因承保之危險事故所致之損失，仍應負賠償責任。

四、因政府命令之焚毀或拆除。

柒、本保險契約不承保因下列各種危險事故所致保險標之物之損失：

一、核子武器之原料。

二、因核子原料或核子廢料所引起之任何損失。

三、各種放射線之幅射及放射能之污染。

四、因原子能引起之任何損失。

不保之不動產及動產：

下列標的物不在本保險契約承保範圍內：

一、(一)違禁品，但經依法特許持有者，不在此限。

(二)貨幣、票據、郵票、債券、信用卡及其他有價證券、珠寶、玉石、貴重金屬、金銀條塊、絕版書籍、皮草、古玩及藝術品。

但經特別聲明並記載於本保單、且因約定之承保危險事故所引起者，不在此限。

(三)玻璃。

(四)瓷器、陶器、大理石或其他易碎品。

(五)電腦設備及資料處理設備。

但上述(三)、(四)、(五)目所載之保險標的物因火災、閃電雷擊、爆炸、航空器墜落、機動車輛碰撞、罷工暴動、民眾騷擾及第三人惡意破壞行為、地震、颱風、洪水、水漬所致保險標的物發生損失者，不在此限。

二、受第三人寄託或寄售的貨物、文件證件、文稿、帳簿或其他商業憑證簿冊、電腦系統檔案、模型、模具、圖樣、圖畫、圖案、爆炸物。但經特別約定載明承保者，不在此限。

三、(一)運輸工具，但於本保險契約所載地點內專供作貨物搬運之用者，不在此限。

(二)運送中的動產，但不包含載明同一廠區、同一營業處所內之保險標的物。

(三)拆除中、建造中或安裝中之動產以及其相關之材料。

(四)土地(包括回填土)、下水道、水渠、行車道、人行道、跑道、鐵道、管線、水壩、蓄水池、運河、礦井、水井、隧道、鐵軌、地道、水壩、水庫、地下管線、橋梁、船塢、碼頭、堤防、礦產、離岸之財物。

(五)各種動物及植物，但作為商品供銷售者，不在此限。

(六)在製造過程中所致動產本身之損失。

(七)在進行安裝、遷移或重置(包括拆除及再安裝)期間之機器設備。

(八)在進行變更、修復、測試及裝置或運轉期間之保險標的物。但損失之發生係由緊接上述危險事故之另一危險事故所造成，且該發生在後之危險事故為本保險契約所承保者，則本公司僅就發生在後之危險事故所致之損失負賠償責任。

(九)其他險種之保險單已載明承保該保險標的物者。

四、保險事故發生時已有或應由海上保險承保之財物。本保險契約僅就超過海上保險應負賠償責任之部分，負賠償責任。

五、鍋爐、節熱器或其他壓力容器機械或儀器裝置之爆炸或潰裂所致本身的損失。

## 營造綜合保險

**承保範圍：**

一、營造工程財物損失險

本保險契約所載之承保工程在施工處所，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，需予修復或重置時，除約定不保事項外，本公司對被保險人負賠償之責。為營建承保工程所需之施工機具設備或為進行修復所需之拆除清理費用，經約定承保者，本公司亦負賠償責任。

二、營造工程第三人意外責任險

被保險人在施工處所或毗鄰地區，於保險期間內，因營建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。

前項賠償責任，其受請求者為定作人時，本公司對定作人仍負賠償之責。但定作人應受本保險單條款之拘束。

被保險人因第一項意外事故，致被起訴或受有賠償請求時，為抗辯或進行和解所需之訴訟費用及必要開支，事先經本公司書面允諾者，本公司另行給付之。但應賠償之金額超過保險金額者，其費用由本公司依保險金額與超過金額之比例分攤。

**不保事項：**

壹、共同不保事項

第一條營造工程財物損失險及第二條營造工程第三人意外責任險之承保範圍，不包括直接或間接因下列各項所致之毀損、滅失或賠償責任：

- (一)戰爭(不論宣戰與否)、類似戰爭行為、叛亂或強力霸佔等。
- (二)罷工、暴動、民眾騷擾。
- (三)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。
- (四)政府或治安當局之命令所為之扣押、沒收、徵用、充公或破壞。
- (五)核子反應、核子輻射或放射性污染。
- (六)被保險人之故意行為。
- (七)工程之一部分或全部連續停頓逾三十日曆天。

貳、營造工程財物損失險特別不保事項

第一條營造工程財物損失險之承保範圍不包括下列各項:

- (一)任何附帶損失,包括貶值、不能使用、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。
- (二)因工程規劃、設計或規範之錯誤或遺漏所致之毀損或滅失。
- (三)因材料、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。但因上述原因導致承保工程其他無缺陷部分之意外毀損或滅失,不在此限。
- (四)保險標的之腐蝕、氧化、銹垢、變質或其他自然耗損。
- (五)文稿、證件、圖說、帳冊、憑證、貨幣及各種有價證券之毀損或滅失。
- (六)任何維護或保養費用。
- (七)清點或盤存時所發現任何保險標的之失落或短少。
- (八)家具、衣李、辦公設備及事務機器之毀損或滅失。
- (九)下列財物之毀損或滅失:
  - 1.各型船隻、航空器。
  - 2.領有公路行車執照車輛之毀損或滅失。但在施工處所用作施工機具,經約定並載明於本保險契約者,不在此限。
  - (十)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。

參、營造工程第三人意外責任險特別不保事項

第二條營造工程第三人意外責任險之承保範圍不包括下列各項:

- (一)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。
- (二)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、施工或營建管理無關者不在此限。
- (三)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、施工或營建管理無關者不在此限。
- (四)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本保險契約者,不在此限。
  - (五)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。
  - (六)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。

## 安裝工程綜合保險

**承保範圍:**

一、安裝工程財物損失險

本保險契約所載之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,需予修復或重置時,除約定不保事項外,本公司對被保險人負賠償之責。承保工程所需之施工機具設備或為進行修復所需之拆除清理費用,經約定承保者,本公司亦負賠償責任。

## 二、安裝工程第三人意外責任險

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。

前項賠償責任，其受請求者為定作人時，本公司對定作人仍負賠償之責。但定作人應受本保險契約條款之拘束。

被保險人因上述意外事故，致被起訴或受有賠償請求時，為抗辯或進行和解所需之訴訟費用及必要開支，事先經本公司書面允諾者，本公司另行給付之。但應賠償之金額超過保險金額者，其費用由本公司及被保險人依保險金額與應賠償金額之比例分攤。

### 不保事項：

#### 壹、共同不保事項

第一條安裝工程財物損失險及第二條安裝工程第三人意外責任險之承保範圍，不包括直接或間接因下列各項所致之毀損、滅失或賠償責任：

- (一)戰爭(不論宣戰與否)、類似戰爭行為、叛亂或強力霸占等。
- (二)罷工、暴動、民眾騷擾。
- (三)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。
- (四)政府或治安當局之命令所為之扣押、沒收、徵用、充公或破壞。
- (五)核子反應、核子輻射或放射性污染。
- (六)被保險人之故意行為。
- (七)工程之一部分或全部連續停頓逾三十日曆天。

#### 貳、安裝工程財物損失險特別不保事項

第一條安裝工程財物損失險之承保範圍不包括下列各項：

- (一)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、撤消合約、或不履行合約等之損失。
- (二)因工程規劃、設計或規範之錯誤或遺漏所致之毀損或滅失。
- (三)因材料、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滅失。
- (四)保險標的之腐蝕、氧化、銹垢、變質或其他自然耗損。
- (五)文稿、證件、圖說、帳冊、憑證、貨幣及各種有價證券之毀損或滅失。
- (六)任何維護或保養費用。
- (七)清點或盤存時所發現任何保險標的之失落或短少。
- (八)家具、衣李、辦公設備及事務機器之毀損或滅失。
- (九)下列財物之毀損或滅失：
  - 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。
- (十)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。

#### 參、安裝工程第三人意外責任險特別不保事項

第二條安裝工程第三人意外責任險之承保範圍不包括下列各項：

- (一)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。
- (二)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。
- (三)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，不在此限。
- (四)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。

(五)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。

(六)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。

## 電子設備綜合保險

### 承保範圍：

#### 一、電子設備損失險

本保險契約所載之電子設備在所載處所，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，除約定不保事項外，本公司對被保險人負賠償之責。

#### 二、電腦外在資料儲存體損失險

本保險契約所載電子設備中之電腦外在資料儲存體，在所載處所，於保險期間內，因第一條電子設備損失險之承保事故所致之毀損或滅失，需予置換或其儲存資料需予重製時，除約定不保事項外，本公司對被保險人負賠償之責。

#### 三、電腦額外費用險

本保險契約承保電子設備中之電腦設備，於保險期間內，因第一條電子設備損失險之承保事故，受有毀損或滅失致作業全部或部分中斷，為繼續作業使用非本保險契約承保之替代設備所增加之租金、人事費及材料運費，除約定不保事項外，本公司對被保險人負賠償之責。

### 不保事項：

#### 壹、共同不保事項

第一條電子設備損失險、第二條電腦外在資料儲存體損失險及第三條電腦額外費用險之承保範圍，均不包括直接或間接因下列事項所致之毀損滅失或所生費用：

(一)戰爭(不論宣戰與否)、類似戰爭行為、叛亂或強力霸占等。

(二)罷工、暴動、民眾騷擾。

(三)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。

(四)政府或治安當局命令所為之扣押、沒收、徵用、充公或毀壞。

(五)核子反應、核子輻射或放射性污染。

(六)被保險人之故意行為。

#### 貳、電子設備及電腦外在資料儲存體損失險之共同不保事項

一、第一條電子設備損失險及第二條電腦外在資料儲存體損失險因下列事項所致之毀損滅失或所生費用，本公司不負賠償之責：

(一)直接或間接因氣體、給水或電力供應不正常或中斷所致之毀損或滅失。

(二)保險標之物之磨損、腐蝕、氧化、鏽垢、變質及自然耗損。

(三)保險標之物未發生毀損滅失，為排除一般作業障礙所生之費用。

(四)電腦病毒。

(五)任何維護保養之費用及其置換之零件。

(六)保險標之物製造商或供應商依法或依約應負責賠償之毀損或滅失。

(七)租借之保險標之物，其所有人依法或依約應負責賠償之毀損或滅失。

(八)任何性質之附帶損失及賠償責任。

(九)消耗性或需定期更換之零組件之毀損或滅失。但與本體同時受損者，不在此限。

(十)保險標之物外觀上之瑕疵，如脫漆、刮痕、褪色等。但與本體同時受損者，不在此限。

二、第一條電子設備損失險及第二條電腦外在資料儲存體損失險因下列事項所致之毀損滅失或所生費用，除經本公司書面同意加保者外，本公司不負賠償之責：

(一)直接或間接因颱風、洪水、地震、火山爆發或海嘯所致之毀損或滅失。

(二)保險標之物置存於地下室或低於地面處所，因淹水或漲水所致之毀損或滅失。

(三)直接或間接因竊盜所致之毀損或滅失。

#### 參、電腦外在資料儲存體損失險特別不保事項

第二條電腦外在資料儲存體損失險之承保範圍不包括因下列事項所生費用：

(一)程式設計、打卡或標記之錯誤。

- (二)不當之資料註銷或儲存體之廢棄。
- (三)磁場干擾所致之資料喪失。
- (四)系統或程式之設計。

肆、電腦額外費用險特別不保事項

第三條電腦額外費用險之承保範圍不包括因下列事項所增加之費用：

- (一)政府對電腦設備之重置修復或操作所加之限制。
- (二)被保險人未及時支付受損電腦設備之修復或重置費用。

### 商業動產流動綜合保險

**承保範圍：**

第一條：本公司對保險標的物在本保險單所載區域內，且在被保險人之營業處所外於下列情況因外來突發事件所致保險標的物之毀損或滅失，依照本保險契約之規定，負賠償責任。

- 一、正常運輸途中。
- 二、正常運輸途中之暫時停放，以不超過七天為限，但得經本公司之事前同意加批延長之。
- 三、修理保養期間。
- 四、操作使用期間。
- 五、加工處理期間。
- 六、委託他人銷售期間。
- 七、巡迴展示銷售期間。
- 八、出租於他人使用期間。

前項所稱「正常運輸途中」係指始於始裝載，經一般習慣上認為合理之運送路線及方法為運送，以迄於卸載完成時止。所謂「運輸」包括被保險人自行運送或委託他人運送而言。

被保險人得經本公司之同意，於加繳保費後由本公司以批單方式加保內河沿海及離島水運。

第二條：本保險單遇有任何一次賠款時，本公司僅對超過自負額之部份負賠償責任。

第三條：本保險單所承保之毀損滅失以保險標的物在本保險單約定之區域及有效期間內直接因意外事故所致之損失為限。

**不保事項：**

第四條：本公司對下列各項財物之毀損或滅失，除經特別約定載明者外，不負賠償責任。

- 一、受託或受託寄售之財物。
- 二、金銀條塊、貴重金屬及其製品、珠寶、玉石首飾、古玩、藝術品。
- 三、稿、圖樣、紙樣、圖畫、圖案、模型、軟體、程式。
- 四、貨幣、股票、債券、郵票、印花、稅票、票據及其他有價證券。
- 五、各種文書證件、帳簿、債券憑證、或其他商業憑證、簿冊。
- 六、運送保險標的物之交通工具如汽車、機車、船舶、飛機等。
- 七、動物、植物。
- 八、裝載於船舶或未完全自船舶卸載或受海上貨物運輸保險所承保之進出口貨物。

第五條：本公司對下列各種危險事故所致保險標的物之毀損滅失，除經特別載明者外，不負賠償責任：

- 一、各種放射線之輻射及放射能之污染以及直接或間接因原子能引起之火災或延燒。
- 二、火山爆發、地下發火以及不論意外與否由於森林平野或叢草之焚燒。
- 三、戰爭(不論宣戰與否)類似戰爭行為、叛亂、強力霸佔、征用、沒收、政府機關之行政措施、非法運送、海關沒收、檢疫所之破壞。
- 四、保險標的物使用不當致逾越其承受量或負荷而造成保險標的物本身之損失。
- 五、保險標的物屬電機、電氣器具或電氣設備者，因使用過度、電壓過高、搭線、短路、電弧或漏電等而致保險標的物本身之毀損或滅失。
- 六、標的物本質或自然耗損、固有瑕疵、腐蝕、沖蝕、蟲蛀。
- 七、鍋爐、蒸氣管、蒸氣引擎等因爆炸、破裂而致本身之毀損。
- 八、事故發生而無法舉證之損失。
- 九、清點或盤存時所發現短缺之損失。
- 十、包裝不良、捆紮不當及誤取錯拿標的物之損失。

- 十一、任何附帶損失。
- 十二、被保險人、要保人、其家屬或其負責人之故意行為所致之損失。
- 十三、標的物試驗之損失。
- 十四、偷竊、強盜行為之損失。
- 十五、因罷工、暴動、民眾騷擾、無論直接或間接所致之毀損滅失。

## War, Terrorism and Political Violence Insurance Policy

### Coverages

#### -PROPERTY DAMAGE

The Company agrees (subject to the terms, exclusions and conditions, both special and general, contained herein or endorsed hereon) to indemnify the Insured for any one Occurrence against physical loss or physical damage of or to the Property Insured occurring during the Period of Insurance caused solely and directly by any one or more of the following Perils, but only in respect of the Perils shown as Covered in the Schedule:

#### 1. Act of Terrorism and /or Sabotage

#### 2. Political Violence:

- i. Riots, Strikes, Civil Commotion and/or Malicious Damage and /or
- ii. Insurrection, Revolution or Rebellion and /or
- iii. Mutiny and/or Coup d'Etat and /or

#### 3. War and /or Civil War

#### -BUSINESS INTERRUPTION EXTENSION

In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached, and also to the following additional Conditions, Exclusions limitations, this Policy is extended to cover loss resulting from necessary Interruption of Business caused by physical Loss or Damage, (hereinafter termed Damage), as covered by the Policy to which this Extension is attached, to the Property Insured.

### Exclusions

#### -PROPERTY DAMAGE

This Policy does not insure against:

#### Radioactive and Nuclear Contamination

- 1. loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused

#### Seizure

- 2. Loss or damage by seizure or legal or illegal occupation unless physical loss or damage is caused directly by a Peril

#### Confiscation, Nationalisation

- 3. loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade

#### Seepage or Pollution

- 4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment

#### Chemical or Biological Emission

- 5. loss or damage arising directly or indirectly from or in consequence of chemical or biological

emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind

**Asbestos**

6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind

**Fines and Penalty**

7. any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person

**Electronic Data**

8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile

**Loss of Market**

9. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working, unless insured herein

**Utilities**

10. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service

**Hoax**

11. loss or increased cost as a result of threat or hoax

**Theft**

12. loss or damage caused by or arising out of burglary, house-breaking, theft or larceny, vandalism, criminal damage or activity, looting, pillaging, mysterious or unexplained disappearance of Property Insured hereunder or directly or indirectly caused by any person taking part in any such activity

**Mould**

13. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health

**Political Violence**

14. loss or damage occasioned directly or indirectly by hostile acts of sovereign or local government entities, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising or caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion

**This exclusion shall not apply if Peril 2. Political Violence, is shown in the Schedule as Covered**

**War**

15. loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile or civil war

**This exclusion shall not apply if Peril 3. War and/or Civil War, is shown in the Schedule as Covered**

**Schemes and Pools**

16. loss, destruction or damage, injury or any consequential loss resulting therefrom, which can be insured against under any government scheme, government or public authority compensation scheme, insurance pool or natural catastrophe insurance scheme, other than where such loss, destruction or damage is permitted by law and is so insured hereby. This Policy will insure any difference between the amount recoverable or in the cover provided under such scheme or pool

provided always that the liability of the Company shall be limited to the difference between the amount recoverable under such other insurance and the amount that would have been



recoverable under this Policy but for the existence of such other insurance

and that no deductible amount nor any financial loss sustained by the Insured resulting from the operation of any condition of average or co-insurance in such other insurance be recoverable under this Policy

#### **Sanctions**

17. and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **-BUSINESS INTERRUPTION EXTENSION**

This Extension does not insure against:

1. any loss resulting from interruption of or interference with the Business in consequence of Damage (as within defined) other than as insured herein;
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured Interruption of Business, and then the Company shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;
3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. loss of market or any other consequential loss.

### **Chubb Elite Personal Management Liability Insurance Policy**

#### **一、承保範圍**

##### **1. Insuring Agreement**

A. The **Insurer** will pay on behalf of the **Insured Person** all **Loss** resulting from a **Claim** first made during the **Policy Period** against the **Insured Person**;

B. The **Insurer** will pay on behalf of the **Insured Person** all **Loss** which is **Legal Representation Expenses** in respect of an **Investigation**;

where the **Company** has not indemnified such **Loss** or the **Underlying Insurance** does not pay such because:

(a) it refuses or is unable to indemnify the **Insured Person** for whatever reason; or

(b) such **Underlying Insurance** is the policy with the highest attachment point, whose limit of liability has been exhausted by payment, or part-payment, of **Loss**.

All coverage afforded by this **Policy** shall be excess of, and shall not contribute with, all **Underlying Insurance**, provided that all coverage afforded by this **Policy** shall be subject only to the limitations, conditions, provisions and other terms of this **Policy** and shall not follow or be subject to the limitations, conditions, provisions and other terms of the **Underlying Insurance**.

##### **2. Extensions**

###### **2.1 Cyber Privacy and Confidentiality**

This **Policy** is extended to pay to or on behalf of the **Insured Person** all **Loss** resulting from a **Claim** as a direct result of:

(i) any invasion infringement or interference with any right to privacy or of publicity, including any disclosure of **Data** which amounts to a breach of the relevant legislation; or

(ii) any unauthorised disclosure or use of any **Confidential Information** in **Data** form or information in **Data** form which is subject to statutory restriction on its disclosure or use.

###### **2.2 Prosecution Costs**

This **Policy** covers, as **Loss**, **Prosecution Costs** arising from a **Claim** or **Investigation**.

###### **2.3 Occupational Health & Safety and Negligent Homicide in Performance of Duties**

This **Policy** covers, as **Loss**, all **Defence Costs** and **Legal Representation Expenses** of the **Insured Person** arising from any **Claim** or **Investigation** alleging commitment of **Negligent Homicide in Performance of Duties** or a breach of the Occupational Safety and

Health Act of the Republic of China or any similar legislation in any **Foreign Jurisdiction**.

#### **2.4 Deprivation of Assets**

This **Policy** covers, as **Loss**, **Deprivation of Assets Expenses** arising from a **Claim** or **Investigation**.

The sub-limit of liability under this Extension shall not exceed US\$100,000.

#### **2.5 Pre-Investigation Costs**

This **Policy** covers, as **Loss**, the reasonable and necessary fees, costs and expenses of the **Insured Person** (but not including any remuneration, cost of their time or costs or overheads of any **Company**) incurred, with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld or delayed, directly with respect to:

- (i) any **Pre-Investigation**; and
- (ii) preparing any written notice or reports to any official body in connection with any **Pre-Investigation**.

#### **2.6 Environmental Violation**

This **Policy** is extended to pay to or on behalf of the **Insured Person** all **Loss** resulting from an **Environmental Proceeding**.

#### **2.7 Tax**

A **Wrongful Act** under this **Policy** is extended to include the **Insured Person's** personal liability under applicable insolvency legislation for the **Company's** unpaid taxes solely by reason of their **Insured Person** capacity or position without any allegation of wrongdoing, where the **Company** has become insolvent, and except to the extent that such liability arises from a breach of any statutory duty governing the payment of taxes by the **Company** at the deliberate instigation or with the full knowledge and/or assistance of such **Insured Person**.

#### **2.8 Reinstatement of Limit if a Recovery**

The amount of the depleted **Limit of Liability** following payment of **Loss** shall be reinstated to the extent of an amount equal to any sums recovered by the **Insurer** (net of the **Insurer's** reasonable expenses associated with such recovery).

#### **2.9 Emergency Costs and Expenses**

If it is not possible for the **Insured Person** to obtain the **Insurer's** prior written consent to the incurring of **Defence Costs**, **Legal Representation Expenses**, **Bail Bond Costs**, **Public Relations Expenses**, **Crisis Costs** and **Pre-Investigation Costs**, the **Insurer** will waive the requirement for prior written consent, as long as the **Insurer's** consent is sought within 30 days of the first of such costs being incurred.

#### **2.10 Bail Bond Costs, Crisis Costs, Public Relations Expenses & Reputation Protection Expenses**

This **Policy** covers, as **Loss**:

- (i) **Bail Bond Costs**;
- (ii) **Crisis Costs**;
- (iii) **Public Relations Expenses**; or
- (iv) **Reputation Protection Expenses**.

#### **2.11 Extradition Proceedings**

This **Policy** covers, as **Loss**:

- (i) **Defence Costs**;
- (ii) **Bail Bond Costs**;
- (iii) **Crisis Costs**;
- (iv) **Public Relations Expenses**;
- (v) **Reputation Protection Expenses**; or
- (vi) **Overseas Travelling Costs**;

in relation to an **Extradition Proceeding**.

#### **2.12 Continuous Cover**

Notwithstanding Exclusion 4.2, coverage is provided under this **Policy** for a **Claim** or **Investigation**, provided always that:

- (i) the **Claim** or **Investigation** could have been notified under a policy that:
  - (a) was in force at the time the **Insured Person** first became aware of the **Claim** or **Investigation**; and
  - (b) has an inception date that is not prior to the date shown in Item 6 of the Schedule;
- (ii) the **Insured Person** has maintained, without interruption, a directors and officers liability policy with the **Insurer** from the date shown in Item 6 of the Schedule;

(iii) there has been no fraudulent non-disclosure or misrepresentation to the **Insurer** in respect of the **Claim** or **Investigation**;

(iv) cover under this Extension will be in accordance with the terms, conditions, Exclusions and limitations (including Insuring Agreement, Schedule, limit of liability and retention) of the policy in force at the time the **Insured Person** first becomes aware of the **Claim** or **Investigation** but only where such earlier policy affords no broader cover in respect of the **Claim** or **Investigation** than the provisions of this **Policy**; and

(v) the **Insured Person** agrees not to claim under more than one policy issued by the **Insurer**.

#### **2.13 Advancement of Costs and Expenses**

The **Insurer** will advance any **Defence Costs, Legal Representation Expenses, Bail Bond Costs, Deprivation of Assets Expenses, Overseas Travelling Costs, Prosecution Costs, Public Relations Expenses, Crisis Costs, Pre-Investigation Costs or Reputation Protection Expenses** as provided under this **Policy** within 30 days of receipt of an invoice for same from the party approved by the **Insurer** prior to final disposition of any **Claim** or **Investigation**.

## **二、不保事項**

### **4. Exclusions**

The **Insurer** shall not be liable to make any payment for **Loss** under this **Policy**:

#### **4.1 Conduct**

based on, arising from or attributable to:

(i) any criminal, dishonest or fraudulent act or omission of the **Insured Person** or an intentional breach of the law by the **Insured Person**; or

(ii) any personal profit or advantage gained by the **Insured Person** to which such **Insured Person** was not legally entitled except that this Exclusion shall not apply to that portion of any **Loss** based on, arising from or attributable to a **Claim** in which violations of Sections 11, 12 or 15(a) of the US Securities Act 1933, as amended, are alleged against such **Insured Person**;

provided that this Exclusion shall only apply if it is established through a **Final Adjudication** in the **Claim** or **Investigation** for which **Loss** is claimed, that the relevant conduct occurred.

#### **4.2 Pending or Prior Litigation**

based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or investigations) involving the **Company** or the **Insured Person** and issued or otherwise begun before the date shown at Item 6 of the Schedule or alleging or derived from the same or substantially the same facts or circumstances alleged in such pending or prior litigation or proceedings.

#### **4.3 Notice Under Previous Policy**

based on, arising from or attributable to any **Wrongful Act** or a series of related **Wrongful Acts** alleged in any **Claim**, circumstance or any **Investigation** of which notice has been given under and accepted under any policy existing or expired before or on the inception date of this **Policy**.

#### **4.4 Company versus Insured Person - USA**

based on, arising from or attributable to any **Claim** brought or maintained by or on behalf of the **Company** against the **Insured Person** in the United States of America or its territories, except:

(i) for contribution or indemnity if such **Claim** directly results from another **Claim** that would otherwise be covered under this **Policy**;

(ii) any **Derivative Proceeding** brought or maintained on behalf of the **Company** without the solicitation or participation of the **Insured Person** or **Company** unless legally compelled to do so;

(iii) brought or maintained by a liquidator, receiver or administrative receiver, or similar person under the laws of any other jurisdiction;

(iv) **Defence Costs**; or

(v) alleging an **Employment Related Wrongful Act**.

#### **4.5 Securities Offering**

based on, arising from or attributable to any actual or intended:

- (i) initial public offering anywhere in the world; or
- (ii) placement or offering of any **Securities** within USA; or
- (iii) placement or offering of any **Securities** during the **Policy Period** where the total value of such placement or offering exceeds the sum shown at Item 7 of the Schedule.

#### 4.6 **Cyber Publication**

based on, arising from or attributable to:

- (i) any omission of a **Company** or **Insured Person** to remove publications from any Internet, **Intranet** or **Extranet** following a complaint or notice in relation to the publication from any third party; or
- (ii) any publication made to an **Open Site** by a **Company** or **Insured Person** or any employee or third party.

provided that this Exclusion shall only apply to Extension 2.1 Cyber Privacy and Confidentiality.

#### 4.7 **Professional Services**

based on, arising from or attributable to the rendering or failure to render professional services to a third party.

#### 4.8 **Product Liability**

based on, arising from, attributable to the failure or effect of any product.

#### 4.9 **Intellectual Property Right**

based on, arising from or attributable to any actual or alleged plagiarism or infringement of any intellectual property right, including but not limited to plagiarism, copyright, trademark, trade secret, registered design or patent.

#### 4.10 **Money Laundering**

based on, arising from or attributable to any actual or alleged money laundering or related financial crime under any statute, law, rule, regulation, international treaty, convention or accord pertaining to the movement of illicit cash or cash equivalent proceeds.

#### 4.11 **Payments and Gratuities**

based on, arising from or attributable to:

- (i) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign officials, agents, representatives, employees, or any members of their family or any entity with which they are affiliated;
- (ii) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any officers, directors, agents, owners, partners, representatives, principal shareholders or employees of any customers or potential customers of the **Company** or any members of their family or any entity with which they are affiliated, or any **Insured Person** or **Company**; or
- (iii) political contributions, whether domestic or foreign.

#### 4.12 **Prior Acts**

based on, arising from or attributable to any **Wrongful Acts** committed or **Investigations** commenced after the date shown at Item 12 of the Schedule.

### 董監事及重要職員責任保險

#### 承保範圍：

本保險契約承保範圍如下：

- 一、對於曾經、現在或即將擔任被保公司的董事、監察人、重要職員或其他職員職務之自然人（以下稱被保險人），因其執行上開職務發生或被指控發生疏失、錯誤、義務違反、不實或誤導性陳述之行為（以下簡稱錯誤行為），依法應負賠償責任而於保險期間內受賠償請求，且於保險期間內通知本公司時，本公司同意依本保險契約約定對被保險人負補償責任。被保公司如依據相關法令或與被保險人之協議必須先行支付或補償被保險人之損失時，本公司對被保公司亦負補償之責。
- 二、被保公司於保險期間內併購、創立、出售或解散從屬公司，對併購、創立日後或出售、解散日前擔任從屬公司之董事、監察人、重要職員或其他職員職務之自然人因執行職務所發生或被指控發生之錯誤行為所致之賠償責任，本公司亦同意依照本保險契約之約定予以補償。
- 三、對於被保險人受被保公司指派，擔任被保公司以外但已列名於保險單上之公司或組織（以下簡稱外部組織）之董事、監察人或重要職員，因執行職務發生或被指控發生錯誤行為所致之賠償責任，本公司亦同意依照本保險契約之約定予以補償。

#### 不保事項：

本公司對於因下列事故所致之賠償責任或損失，不負賠償責任：

##### 一、詐欺、不誠實或犯罪行為

被保險人的詐欺、不誠實或犯罪行為，經法院判決確定；或被保險人所獲得之個人利得或利益，經法院判決為不當得利。但不得因任何一被保險人之作為、事實或知情的事項違反本項之約定，而推定其他被保險人亦違反本項之約定。

##### 二、發生於本保險單承保明細表所載之「賠案請求起算日」前的任何法律程序或訴訟。

##### 三、於本保險單生效前已向其他保險單就可能導致賠償請求之事實、情形、行為、疏失申請備案或已提出理賠申請者。

##### 四、被保公司或被保險人於本保險單生效日前已知悉可能導致賠償請求之事實、情形、行為、疏失。

##### 五、由被保險人或被保公司所提出之賠償請求；但下列賠償請求本公司仍予以承保：

(一)基於僱傭行為賠償責任提出之賠償請求。

(二)由單一股東或股東集體以被保公司名義主動提出之賠償請求，但以被保險人或被保公司並無協助或參與者為限。

(三)由被保公司監察人以被保公司名義，或基於單一股東或股東集體權益主動提出之賠償請求，但以其他被保險人或被保公司並無協助或參與者為限。

(四)由被保公司破產管理人提出之賠償請求，但以被保險人或被保公司並無協助或參與者為限。

##### 六、因擔任下列任一職務所引發之賠償請求：

(一)任何退休金或員工福利金計劃之受託人或管理人。

(二)被保公司外部之稽核、審計或查帳人員。

##### 七、下列事項所致之損失：

(一)任何可歸因於污染所致之體傷、死亡、疾病、財損、費用支出、損失、法律責任及義務，包括由股東提出或與污染有關之衍生性賠償請求。污染包括事實的、被指控的或可能的有污染物質存在於環境中或排放污染物質進入環境。污染物質係指具有或被指控具危害性或危險性使環境遭受不潔的物質。前述之環境包括空氣、土壤、水道、水、水源、結構體及其內之空氣。

(二)核能輻射或放射性危險物質。

##### 八、任何歸因於下列的賠償請求：

(一)任何人的體傷、疾病、死亡或精神損害，但關於僱傭行為賠償責任之精神損害賠償請求不在此限。

(二)任何實體財物之毀損滅失，包括使用收益損失之賠償請求。

### 董監事及重要職員責任保險附加續約承保條款

#### 承保範圍：

本保險契約如係就本公司先前出具之董監事及重要職員責任保險換約繼續承保時，本公司同意擴大承保被保險人於先前保單之保險期間內應通知而未通知之任何賠償請求或可能會導致賠償請求之任何錯誤行為，但仍須於本保險期間提出賠償請求或通知，並依下列約定辦理：

一、應通知而未通知之日與實際通知日期之間，本保險單須已銜接本公司先前所出具之董監事及重要職員責任險保單。

二、保險單之條款、承保內容、保險金額之適用及理賠處理仍依原應通知日所應歸屬之先前保險期間的董監事及重要職員責任保險單之規定辦理。

三、本保險單第六條不保事項第二、三、四項之規定不適用於本批單，但因詐欺意圖而未揭露者仍不予理賠。

### Insolvency & Default Insurance (Risks Attaching)

#### Insuring Agreement

In consideration of the payment of the Premium, subject to the statements made to the Company by the Insured and in strict accordance with the Policy Schedule and endorsements made as part of the Policy and its terms and conditions, the Company agrees to indemnify the Insured for the Insured Percentage of Loss in excess of the Deductible, incurred in connection with Eligible Shipments and caused directly by Insolvency or Default, up to the applicable Limits of Liability.

## **Exclusions**

The following Losses are excluded and no indemnity shall be payable under the Policy in respect of any Loss caused by any of the following:

1. Wrongful, wilful or dishonest acts and/or omissions of the Insured or its agents.
2. Disputes between the Insured and the Buyer, unless and until each dispute shall have been finally resolved and the sum due to the Insured shall be a valid and legally enforceable indebtedness of the Buyer, its bankruptcy trustee, reorganizer, administrator, receiver, liquidator or other legally appointed supervisor, or its successor in interest.
3. The failure of the Insured or its agents to comply with the applicable laws and regulations for the acquisition and transfer of Contract Currency.
4. Failure by the Insured or the Buyer to obtain any import or export license or other authorisation necessary for the performance of the Contract of Sale unless a previously valid import or export license or other authorisation has been withdrawn after the date of Shipment.
5. The failure of the Insured to fulfil any of the terms and conditions of the Contract of Sale with a Buyer.
6. Insolvency or financial default of:
  - (a) any party except the Buyer; or
  - (b) any company and/or other entity in which the Insured has an ownership interest and/or a director or partner in common
7. Any contract with a publicly-owned entity of the country of the Insured, being the central government or one of its ministries, departments or agencies and/or a regional or local authority and/or a nationalised undertaking.
8. Any Shipments made to any Buyer that, as at inception of the Policy,
  - (a) is Insolvent, or, unless otherwise agreed to in writing by the Company,
  - (b) is more than sixty (60) days overdue in any payment obligation to the Insured, or
  - (c) for whom the Insured has rescheduled or extended the Due Date of any payment obligation prior to inception of the Policy, or
  - (d) the Insured is aware to be in financial difficulties prior to inception of the Policy.Payment obligations that are disputed by the Buyer in writing will not be considered overdue for the purpose of this clause.
9. Any Loss arising in any country not specified in the Policy Schedule or in an endorsement.
10. Any debts that are purchased or otherwise acquired by the Insured from any entity unless agreed in writing by the Company and evidenced by an endorsement.
11. Any Loss insured elsewhere.
12. Any post-maturity, penalty or other interest accrued on balances unpaid after the original Due Date.
13. Nuclear reaction or nuclear radiation or radioactive contamination.
14. War between the People's Republic of China, France, the United Kingdom, the Russian Federation and/or the United States of America.

## **Insolvency & Default Insurance (Risks Attaching)**

### **Consignment Stock Endorsement**

In consideration of the Premium paid, it is hereby understood and agreed that Section B. Definitions, 16. Eligible Shipments, is amended to include Shipments of Goods Insured made to the Buyer and withdrawn from stock by the Buyer in accordance with a Consignment Stock Agreement as part of a Contract of Sale.

It is additionally understood and agreed that Section B. Definitions is amended to include the following Definition:

**Consignment Stock Agreement** shall mean a separate (independent) written agreement or the articles stipulated in the Contract of Sale between the Insured and the Buyer permitting the Buyer to stock on its premises Goods Insured owned by the Insured and to withdraw them from stock at its convenience.

It is further understood and agreed that Section D. Conditions precedent is extended to include the following additional conditions precedent to the Company's liability in respect of individual claims:

#### **Consignment Stock Agreement**

In respect of a Consignment Stock Agreement, the Insured shall ensure that:

1. Within fifteen (15) days after the end of each month the Insured shall invoice the Buyer for the value of the goods sold during that month by verifying related account

records on the Buyer's B2B website. In the event of Insolvency, the Insured shall invoice the buyer for all goods sold according to the records shown on the Buyer's B2B website as soon as practically possible.

2. Every six (6) months the Insured shall verify and print the account records related to the Consignment Stock Agreement, which are pasted on the Buyer's B2B website. The Insured shall have such records approved by its external independent financial accountant and then have such approved records submitted to the Buyer for acknowledgement of such approved records.

The Company shall have no liability unless and until an invoice has been rendered to the Buyer, at which time title to the goods shall be deemed to pass to the Buyer for the purpose of this policy.

This endorsement attaches to and forms part of your Policy, which is amended only as set forth herein. It is otherwise subject to the terms and conditions of your Policy.

### **Insolvency & Default Insurance (Risks Attaching) Consignment Stock Endorsement**

In consideration of the Premium paid, it is hereby understood and agreed that Section B. Definitions, 16. Eligible Shipments, is amended to include Shipments of Goods Insured made to the Buyer and withdrawn from stock by the Buyer in accordance with a Consignment Stock Agreement as part of a Contract of Sale.

It is additionally understood and agreed that Section B. Definitions is amended to include the following Definition:

**Consignment Stock Agreement** shall mean a separate (independent) written agreement or the articles stipulated in the Contract of Sale between the Insured and the Buyer permitting the Buyer to stock on its premises Goods Insured owned by the Insured and to withdraw them from stock at its convenience.

It is further understood and agreed that Section D. Conditions precedent is extended to include the following additional conditions precedent to the Company's liability in respect of individual claims:

**Consignment Stock Agreement**

In respect of a Consignment Stock Agreement, the Insured shall ensure that:

1. Within fifteen (15) days after the end of each month the Insured shall invoice the Buyer for the value of the goods sold during that month by verifying related account records on the Buyer's B2B website. In the event of Insolvency, the Insured shall invoice the buyer for all goods sold according to the records shown on the Buyer's B2B website as soon as practically possible.
2. Every six (6) months the Insured shall verify and print the account records related to the Consignment Stock Agreement, which are pasted on the Buyer's B2B website. The Insured shall have such records approved by its external independent financial accountant and then have such approved records submitted to the Buyer for acknowledgement of such approved records.

The Company shall have no liability unless and until an invoice has been rendered to the Buyer, at which time title to the goods shall be deemed to pass to the Buyer for the purpose of this policy.

This endorsement attaches to and forms part of your Policy, which is amended only as set forth herein. It is otherwise subject to the terms and conditions of your Policy.

### **Insolvency & Default Insurance (Risks Attaching) Amendment of Exclusion Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

**C. Exclusions 6.** is hereby deleted in its entirety and replaced by the following:

6. Insolvency or financial default of:
  - (a) any party except the Buyer; or
  - (b) any company and/or other entity except the Buyer in which the Insured has an ownership interest and/or a director or partner in common.

In all other respects this policy remains unaltered.

### **Insolvency & Default Insurance (Losses Attaching) Factoring**

#### **Insuring clause**

In consideration of the payment of the Premium, subject to the statements made to the Company by the Insured and in strict accordance with the Policy Schedule and endorsements made as part of the Policy and its terms and conditions, the Company agrees to indemnify the Insured for the Insured Percentage of Loss in excess of the Deductible, provided that, in accordance with the Factoring Agreement, the invoices were purchased by the Insured during the Policy Period, incurred in connection with Eligible Shipments and caused directly by Insolvency or Default, up to the applicable Limits of Liability.

#### **Exclusions**

The following Losses are excluded and no indemnity shall be payable under the Policy in respect of any Loss caused by any of the following:

1. Wrongful, wilful or dishonest acts and/or omissions of the Insured or its agents.
2. Disputes between any of the Insured, the Supplier and the Buyer, unless and until each dispute shall have been finally resolved and the sum due to the Insured shall be a valid and legally enforceable indebtedness of the Buyer, bankruptcy trustee, liquidator, reorganizer or other legally appointed supervisor, or its successor in interest.
3. The failure of the Insured, the Supplier or their agents to comply with the applicable laws and regulations for the acquisition and transfer of Contract Currency.
4. Failure by the Insured, the Supplier or the Buyer to obtain any import or export license or other authorisation necessary for the performance of the Contract of Sale unless a previously valid import or export license or other authorisation has been withdrawn after the date of Shipment.
5. The failure of the Insured and/or the Supplier to fulfil any of the terms and conditions of the Factoring Agreement and/or the Contract of Sale with the Buyer.
6. Insolvency or financial default of:
  - (a) any party except the Buyer; or
  - (b) any company and/or other entity in which the Insured has an ownership interest and/or a director or partner in common.
7. Any contract with a publicly-owned entity of the country of the Insured, being the central government or one of its ministries, departments or agencies and/or a regional or local authority and/or a nationalised undertaking.
8. Any Shipments made to any Buyer that, as at inception of the Policy,
  - (a) is Insolvent, or
  - (b) is more than sixty (60) days overdue in any payment obligation to the Insured and/or the Supplier unless otherwise agreed to in writing by the Company, or
  - (c) for whom the Insured has rescheduled or extended the Due Date of any payment obligation prior to inception of the Policy, or
  - (d) the Insured is aware to be in financial difficulties prior to inception of the Policy. Payment obligations that are disputed by the Buyer in writing will not be considered overdue for the purpose of this clause.
9. Any Loss arising in any country not specified in the Policy Schedule or in an endorsement.
10. Any debts that are purchased or otherwise acquired by the Insured from any entity other than a Supplier unless agreed in writing by the Company and evidenced by an endorsement.  
Any Loss insured elsewhere.
11. Any post-maturity, penalty or other interest accrued on balances unpaid after the original Due Date.
12. Nuclear reaction or nuclear radiation or radioactive contamination.
13. War between the People's Republic of China, France, the United Kingdom, the Russian Federation and/or the United States of America.

### **Insolvency & Default Insurance (Losses Attaching) Factoring Consignment Stock Endorsement**

In consideration of the Premium paid, it is hereby understood and agreed that Section B. Definitions, #16. Eligible Shipments, is amended to include Shipments of Goods Insured made to the Buyer by the Supplier and withdrawn from stock by the Buyer in accordance with a



Consignment Stock Agreement as part of a Contract of Sale.

It is additionally understood and agreed that Section B. Definitions is amended to include the following Definition:

**Consignment Stock Agreement** shall mean the written agreement between the Supplier and the Buyer permitting the Buyer to stock on its premises Goods Insured owned by the Supplier and to withdraw them from stock at its convenience.

It is further understood and agreed that Section D. Conditions precedent is extended to include the following additional conditions precedent to the Company's liability in respect of individual claims:

**Consignment Stock Agreement**

In respect of a Consignment Stock Agreement, the Insured shall cause the Supplier to ensure that:

1. Within 5 days after the end of each month the Buyer shall submit to the Supplier a return of goods withdrawn from the consignment stock during that month and on receipt of such a return the Supplier shall immediately invoice the Buyer for the value of such goods; and
2. The Supplier shall make physical checks of consignment stock held by the Buyer at frequent and irregular intervals.

The Company shall have no liability unless and until an invoice has been rendered to the Buyer, at which time title to the goods shall be deemed to pass to the Buyer for the purposes of this Policy.

This endorsement attaches to and forms part of your Policy, which is amended only as set forth herein. It is otherwise subject to the terms and conditions of your Policy.

**Insolvency & Default Insurance (Losses Attaching) Factoring  
Amendment of Definitions, Conditions precedent, Overdues and claims  
conditions and General conditions Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

**B. Definitions 5. Confirmation of Debt** is hereby deleted in its entirety and replaced by the following:

5. Confirmation of Debt shall mean the following:

In the case of Insolvency:

- (a) written confirmation from the trustee in bankruptcy, liquidator or equivalent (as may be required by regulations in force in the Buyer's Country), of the amount ranking against the insolvent estate of the Buyer in respect of the Supplier's unpaid invoices owned by the Insured under a Factoring Agreement; or
- (b) written confirmation as at the date of appointment from the reorganizer or equivalent (as may be required by regulations in force in the Buyer's Country), of the amount shown in the financial records of the Buyer as due to the Supplier in respect of unpaid invoices owned by the Insured under a Factoring Agreement.

In the case of Default:

Written evidence to the Company's satisfaction of action which the Insured has taken to enforce the judgment or award and/or a judgment or arbitration award in favour of the Insured from the appropriate court or arbitration tribunal having jurisdiction over the Buyer's (and Guarantor's if applicable) affairs and, unless otherwise agreed by the Company, evidence to the Company's satisfaction of action which the Insured has taken to enforce such a judgment. Subject to prior written approval from the Company to proceed with legal action against the Buyer and/or the Guarantor, if the full amount of the Loss or part of the Loss is not confirmed six (6) months after the receipt of a fully completed Claim Form by the Company, the Company will pay the Insured an indemnity subject at all times to the terms and conditions of the Policy and the following:

- (a) the amount owing to the Insured by the Buyer is not disputed by the Buyer;

- (b) the Insured has demonstrated to the Company that it has taken all available steps to obtain a judgment and/or it is actively pursuing a judgment;
- (c) Upon receipt and review of the Claim Form, at the Company's discretion, a loss adjuster may be appointed to review the validity of the claim in the absence of a Confirmation of Debt. The loss adjuster will report to the Company. The cost of the loss adjuster will be split equally between the Insured and the Company, and be collected by the Company as part of the Premium as detailed in the Policy Schedule;
- (d) The Company will review the loss adjuster's recommendation. The Company shall advise the Insured of its decision with respect to the liability and amount of the Loss. In the event that the policy covers the Loss, the Company will indemnify the Insured, the said indemnity shall be paid to the Insured within 30 days of receipt of the loss adjuster's recommendation;
- (e) Where the Company decides not to appoint a loss adjuster, the Company will ask the Insured to provide sufficient information, as agreed by the Company to establish the Loss, including but not limited to documentation proving that the goods and/or services under the claim were delivered to and accepted by the Buyer thus creating a valid and sustainable payment obligation of the Buyer in favour of the Insured;
- (f) Following indemnification, unless otherwise agreed by the Company in writing, the Insured must continue to pursue Confirmation of Debt. In any event, on a quarterly basis following indemnification, the Insured must report to the Company its progress in obtaining Confirmation of Debt;
- (g) if the amount finally confirmed is lower than the indemnity paid by the Company, the Insured will immediately refund the difference to the Company; and
- (h) Where any claim payment made by the Company is reduced due to the lack of a Confirmation of Debt, this does not affect the right of the Insured to obtain indemnity from the Company should a satisfactory Confirmation of Debt subsequently become available, subject to confirmation of liability by the Company and the terms and conditions of the Policy.

**B. Definitions 9. Credit Limit** is hereby deleted in its entirety and replaced by the following:  
**9. Credit Limit** shall mean the maximum amount of credit approved by the Company to the Buyer in respect to the Supplier, excluding value added or other taxes.

**B. Definitions 10. Credit Management Procedures** is hereby deleted in its entirety and replaced by the following:  
**10. Credit Management Procedures** shall mean the representations made by the Supplier to the Insured that describe its credit management procedures.

**B. Definitions 12. Deductible** is hereby deleted in its entirety and replaced by the following:  
**12. Deductible** shall mean the amount specific in the Policy Schedule or an endorsement, which is the aggregate amount of Losses that exceed the Non-Qualifying Loss Amount which the Supplier shall retain for its own account.

**B. Definitions 14. Discretionary Credit Limit** is hereby deleted in its entirety.

**B. Definitions 18. Deductible** is hereby deleted in its entirety and replaced by the following:  
**18. Factoring Agreement** shall mean an agreement in writing between the Insured and the Supplier under which:

- (a) the Supplier has agreed to assign and sell its debts to the Insured in respect of Eligible Shipments and
- (b) the Insured has bought the Factored debts without recourse to the Supplier in respect of the credit risk on the Buyer and
- (c) the Supplier is responsible for collecting the Factored debts.  
(refer to Article 4.4 Last paragraph and 6.2 Non Recourse Accounts Receivables Purchase Agreement "RPA")

**B. Definitions 26. Loss** is hereby deleted in its entirety and replaced by the following:  
**26. Loss** shall mean the aggregate amount of Eligible Shipments where the amount exceeds the Non-Qualifying Loss Amount, including non-penalty interest, if any, accrued and unpaid to the original Due Date, and less:

- (i) discounts or other similar allowances and concessions; and/or
- (ii) amounts which prior to the date of payment of a claim by the Company the Supplier

has received from any source whatsoever as or towards payment for the Eligible Shipments, including realisation of any security and recovered or returned goods and resale of the goods; and/or

- (iii) expenses saved by the Insured by the non-payment of agent's commissions, non-fulfilment of the Contract of Sale or otherwise; and/or
- (iv) amounts which the Buyer would have been entitled to deduct by way of credit, set-off or counterclaim against the Supplier; and/or
- (v) sales, value-added, or other taxes.
- (vi) amount in excess of the Credit Limit.  
(refer to RPA Article 4.4. last paragraph)

**D. Conditions precedent. 1. The Proposal Form, Credit Procedures Questionnaire** is hereby deleted in its entirety and replaced by the following:

**1. The Proposal Form**

The Insured has completed a Proposal Form, which, together with any attachments and additional information, are accurate and complete in all material respects and are in consequence incorporated into the Policy as its basis.

**D. Conditions precedent. 2. No Knowledge of potential Loss** is hereby deleted in its entirety and replaced by the following:

**2. No knowledge of potential Loss**

At inception of the Policy the Insured has no knowledge or information of any matter as informed by the Supplier, fact or circumstance which is likely to give rise to a Loss hereunder which has not been disclosed in writing to the Company.

**D. Conditions precedent. 3. Credit Management Procedures** is hereby deleted in its entirety and replaced by the following:

**3. Credit Management Procedures**

The Supplier shall adhere to the Credit Management Procedures and shall consistently follow these procedures to determine that a Buyer has both the financial capacity to meet its payment obligations and a record of meeting similar obligations on a timely basis, and that it will not vary or change its Credit Management Procedures in any material way without obtaining the Company's written approval. Any joint Insured added by endorsement is subject to the same Credit Management Procedures.

**D. Conditions Precedent 5. Insured Retention** is hereby deleted in its entirety and replaced by the following:

**5. Insured's retention**

The Supplier will retain for its own account and uninsured any amount which exceeds the amount that the Company is liable to pay to the Insured under the Policy, the uninsured percentage of any Loss and any Losses in excess of the Policy Limit of Liability.

**D. Conditions Precedent 6. Confidentiality** is hereby deleted in its entirety and replaced by the following:

**6. Confidentiality**

The Insured shall not disclose the existence of the Policy, at any time, either before or after a Loss occurs and whether before or after the expiry of the Policy, to any third party other than to its own professional, financial and legal advisors or the Supplier, without the prior consent of the Company.

**D. Conditions Precedent. 7 Invoicing** is hereby deleted in its entirety and replaced by the following:

**7. Invoicing**

The Supplier shall provide invoice within thirty (30) days of Shipments of goods or rendering the service for which payment is due; or for export, from Shipments of the goods, or the goods are already abroad, from Shipments of goods or rendering the service for which payment is due. Invoices shall describe what goods were delivered or services were rendered as well as the terms of payment.

**E. Overdues and claims conditions. 1. Reporting procedures (a) Overdue Accounts** is hereby deleted in its entirety and replaced by the following:

**(a) Overdue Accounts**

The Insured or the Supplier shall notify the Company of all debts overdue by more than the Maximum Extension Period as at the end of each month, by providing a report thereof within thirty (30) working days of the end of each month.

**E. Overdues and claims conditions 2. Cease Shipments** is hereby deleted in its entirety and replaced by the following:

**2. Cease Shipments**

The Insured shall not incur any further exposure following the occurrence of an event or circumstances that may reasonably be expected to result in a Loss and to any Buyer that becomes Insolvent.

The Company has no liability for Factoring of further Shipments made to any Buyer:

(a) which has become overdue in any payment obligation (whether or not insured under the Policy) to the Supplier, beyond the Due Date under the terms of the Contract of Sale.

**E. Overdues and claims conditions 11. Recoveries** is hereby deleted in its entirety and replaced by the following:

**11. Recoveries**

The Insured and the Supplier shall pursue any available Recoveries and shall secure compensation for any Loss insured under the Policy and at all times shall act in accordance with all directions as the Company shall reasonably give. The provisions of this Condition shall apply equally before and after payment of a Loss by the Company. After payment of a claim by the Company, any Recoveries shall immediately be remitted to the Company and until so remitted shall be held in trust by the Insured for the Company. After receipt by the Company, Recoveries shall be divided between the Insured and the Company as follows:

(a) The Company shall receive the Insured Percentage of all amounts recovered until the amount of the payment of the Loss and the Company's cost of recovery have been fully reimbursed.

(b) All further amounts recovered shall be for the benefit of the Insured.

For any Recoveries received in a currency other than Policy Currency, the rate of exchange shall be the rate as offered by the Bank of Taiwan on the date that cleared funds are received into the account of the Insured, or of the Company where paid directly to the Company.

**F. General conditions 4. Non-cancellable & Non-terminable Policy** is hereby deleted in its entirety and replaced by the following:

**4. Non-cancellable & Non-terminable Policy**

The policy may not be cancelled or terminated by any party, except that:

(a) the Company may cancel for non-payment of Premium, in which case the Policy shall be cancelled retroactively to the start of the period for which the Premium is due and unpaid and all subsequent periods. No Loss shall be payable for those periods, whether suffered before or after the date the payment of Premium fell due; and

(b) the Company may terminate with effect from the date of any change of control of the Insured; and

(c) the Policy shall automatically terminate as to future Shipments upon the Insolvency of the Insured.

If the Policy is cancelled by the Insured, then the Insured will have to pay the owed quarterly instalment of Premium, and we the Company will have no liability on this policy. The policy termination will only be triggered if RPA is officially cancelled between AUO and ING, otherwise 100% premium will be earned. In the event of a Claimable situation, all Premium must be made by the Insured.

**F. General conditions 5. Utmost Good Faith** is hereby deleted in its entirety and replaced by the following:

**5. Utmost Good Faith**

The contract of insurance evidenced by this Policy is a contract of utmost good faith between the Company and the Insured, and in accordance with this principle, the Insured

and the Supplier confirm that before the contract of insurance was concluded the Insured and the Supplier had fully disclosed and truly represented to the Company all material facts and circumstances which might influence the Company to fix the Premium and to agree to subscribe to the Policy. In particular (but without prejudice to the generality of the obligation), the Insured confirms that as at the date of the conclusion of the contract neither it nor the Supplier had any information of any fact or circumstance which could give rise to or increase the likelihood of a Loss under this Policy.

**F. General conditions 9. Non-assignment, Loss Payee** is hereby deleted in its entirety and replaced by the following:

**9. Non-assignment, Loss Payee**

The Insured shall not assign or transfer the Policy, its benefits or several designated obligations (i.e. credit management procedures) undertaken by the Supplier to any other party or person. However, the Insured may, subject to the Company's prior written consent, designate a third party as payee in respect of any claim which may become payable hereunder. Notwithstanding the foregoing, Insured shall have the rights to take all reasonable steps to minimize Loss not limiting to appoint a Servicer in the case of Supplier failed to perform its obligations under the Credit Management Procedures subject to Company's written consent and shall not be unreasonably withheld by the Company.

In all other respects this policy remains unaltered.

### **Insolvency & Default Insurance (Losses Attaching) Factoring Termination Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Following written notification received from the Insured that the RPA will be terminated between the Insured and the Supplier, this policy is terminated with effect from [insert the date].

The Insured will supply to the Insurers, the receivables outstanding for the [insert the date]. It will then be confirmed that, all receivables will be fully paid or buy back by the Supplier and the policy will be terminated without any liability to the Insurers.

In the event of a Claimable situation, the remaining Premium will be paid with immediate effect to the Insurers.

All other terms and conditions remain unchanged.

### **Chubb Fiduciary Fidelity Bond For Employee Benefits Plan**

In consideration of payment of the required premium and subject to the Declarations made a part hereof and the limitations, conditions and provisions and other terms of this bond, Insurance Company of North America, Taiwan Branch ("the Company") agrees to pay to the Fiduciary such losses of money, securities and other property as the Fiduciary of the Assured shall discover, during the Bond Period, that the Assured has sustained by reason of acts of fraud or dishonesty on the part of an Employee of the Fiduciary, acting alone or through connivance with others, subject to the following:

*Definition of Employee* 1. As used in this bond, Employee means any officer or employee of the Fiduciary who handles funds or other property of the Assured in the capacity of a "plan official" as referenced in Section 412 of the Employee Retirement Income Security Act of 1974.

*Non-Accumulation Of Liability* 2. Regardless of the number of years this bond shall continue in force, and the *Liability* number of premiums which shall be payable or paid or any other circumstance

whatsoever, the liability of the Company under this bond with respect to any loss

or

losses shall not be cumulative from year to year or from period to period.

*Discovery Period* 3. This bond does not cover any loss not discovered within twelve (12) calendar

months following the termination of this bond as an entirety. If prior to the termination of this bond as an entirety, this bond is terminated as to any Assured included herein, there shall be no liability for any loss sustained by such Assured unless discovered within twelve (12) calendar months, which period shall commence with the date of such termination.

*Fiduciary Sole Agent* 4. Only the Fiduciary shall have any right to make, adjust, receive and enforce payment of any and all claims hereunder and shall be deemed to be the sole agent

of all Assured for such purposes and for the giving or receiving of any notice required or permitted to be given by the terms hereof and for the purpose of effecting or accepting any amendments hereto or termination hereof and each

and

every Assured shall be conclusively deemed to have consented and agreed that none of them shall have any direct beneficiary interest herein or any right of

action

hereunder whatsoever and that this bond or any right of action thereon shall not

be

assignable. All losses and other payments, if any, payable by the Company hereunder shall be payable to the Fiduciary without regard to its obligations to others and the Company shall not be responsible for the proper application of

any

payment made hereunder to the Fiduciary. If the Company, in any case, shall

agree

to and shall make payment to any Assured instead of the Fiduciary, such

payment

shall be treated as though made to the Fiduciary.

*Loss Sustained Prior To* 5. The liability of the Company under this bond for loss sustained prior to the effective

*The Effective Date Hereof* date hereof shall be subject to the following additional conditions and limitations:

A. That the Fiduciary of some predecessor in interest thereof carried some other fidelity bond or insurance which, at the time such loss was sustained, afforded on the person or persons causing such loss some or all of the coverage of this bond; and

B. That such prior coverage and the right of claim for such loss thereunder continued under the same or some superseding fidelity bond or insurance without interruption from the time such loss was sustained until the effective date hereof; and

C. That such loss shall have been discovered after the expiration of the time for discovery of such loss under the last such fidelity bond or insurance; and

D. That the liability of the Company hereunder with respect to such loss shall not exceed the amount of such prior coverage in force at the time such loss was sustained, or applicable Limit of Liability as stated in Item 1 of the Declarations, whichever is smaller.

*Total Liability* 6. The payment of any loss under this bond shall not reduce the liability of the

Company for other losses whenever sustained; provided, however, that the total liability of the Company for all losses caused by any Employee or in which such Employee is concerned or implicated, regardless of the number of Assured

involved, is limited to the applicable Limit of Liability as stated in Item 1 of the Declarations. The total liability of the Company for loss or losses sustained by all Assured included herein shall not exceed the sum of the Limits of Liability in the Schedule of Assured as stated in Item 1 of the Declarations and the Company shall not be liable for loss sustained by one Assured to the advantage of any other Assured.

*Ownership owned* 7. The money, securities and other property covered under this bond may be owned by any Assured or as respects which any Assured is legally liable, or held by the Fiduciary in any capacity, whether or not the Fiduciary is liable for the loss thereof.

*Loss-Notice-Proof- Legal Proceedings* 8. At the earliest practicable moment after discovery of any loss hereunder the Assured shall give the Company written notice thereof and shall also within four (4) months after such discovery furnish to the Company affirmative proof of loss with full particulars. Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of twenty-four (24) months from the discovery of such loss. If any limitation embodied in this Section is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

*Valuation hereunder, business such* 9 The value of any securities, for the loss of which a claim shall be made shall be determined by the average market value of such securities on the day next preceding the discovery of such loss. If no market price is quoted for such securities the value shall be fixed by agreement between the parties or by arbitration.

*Recoveries amount recoveries amount* 10. If the Assured shall sustain loss covered by this bond which exceeds the amount of coverage provided by this bond, such Assured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance or indemnity taken by or for the benefit of the Company) by whomever made, on account of such loss until fully reimbursed, less the actual cost of effecting the same, any remainder shall be applied to the reimbursement of the Company; provided, however, that the Assured shall not be entitled to recoveries in any amount in excess of the amount of loss sustained.

*Subrogation through committed* 11. Upon payment to the Assured by the Company on account of any loss through acts committed by anyone, whether acting alone or in connivance with others, an assignment of such of the Assured's rights and causes of action as it may have against any such person, firm or corporation by reason of such acts so committed shall, to the extent of such payment, be given by the Assured to the Company, and the Assured shall execute all necessary papers to secure to the Company the rights provided for herein.

*Other Insurance* 12. The Fiduciary, Assured, or any other party at interest in any loss has any other

bond, indemnity or insurance which in the absence of this bond would cover such loss in whole or in part, then this bond shall be null and void, and shall not cover, to the extent of the amount of such other bond, indemnity or insurance; but shall attach to and cover, subject to its conditions and limitations, only the amount of such loss in excess of the amount of such other bond, indemnity or insurance.

*Termination As To Any Employee* 13. This bond shall terminate as to any Employee (a) immediately upon discovery by an officer of the Fiduciary or officer of any Assured (not in connivance with such

Employee) of any fraudulent or dishonest act on the part of such Employee, without

prejudice to the loss of any property then being conveyed by such Employee outside the Fiduciary's or any Assured's premises or (b) twenty (20) days after

the receipt by the fiduciary of a written notice of termination from the Company.

*Termination Of Bond* 14. This bond shall terminate as an entirety (a) thirty (30) days after the receipt by the

Assured of a written notice of termination from the Company, (b) upon the receipt by the Company of a written notice of termination from the Assured, (c) at such other time as may be agreed upon by the Company and the Assured, (d) upon

the liquidation or dissolution of the Fiduciary, (e) upon the appointment of a receiver or

trustee of the property of the Fiduciary or of a committee for dissolution thereof or (f) upon the Assured's liquidation or dissolution. The Company shall refund the unearned premium computed at customary short rates if terminated by the Fiduciary or pro rata if terminated by the Company or as provided in sub-section (d), (e) or (f) hereof.

*Change Or Modification* 15. This bond or any instrument amending or affecting same may not be changed or

modified orally. No change therein or modification thereof shall be effective unless made a written endorsement issued to form a part hereof over the

signature of an Authorized Representative of the Company.

*Cancellation Of Prior Bond* 16. The taking effect of this bond shall thereby terminate, if not already terminated, all

3 previous security of the Company to the Assured under bond(s) specified in Item

bond(s) of the Declarations of this bond and by reason of the issuance hereof, said

shall not thereafter cover any loss not discovered and reported to the Company prior to such termination.

*Compliance with Sanctions Laws* 17. This policy does not apply to the extent that trade or economic sanctions *Applicable* or other laws or regulations prohibit the Company, its parent company or *Economic and Trade* ultimate controlling entity from providing insurance.

*Sanctions Laws*

### **COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS**

It is agreed that this insurance does not apply to the extent that trade or economic



sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

### **PENSION PROTECTION ACT OF 2006 BONDING REQUIREMENTS - SCHEDULE OF ASSURED/AUTOMATIC COVERAGE ENDORSEMENT**

In consideration of the premium charged, it is agreed that this bond is amended as follows:

#### **1. AUTOMATIC SCHEDULE OF ASSURED**

ITEM 1. of the DECLARATIONS, SCHEDULE OF ASSURED is amended to be the list of plans submitted to the Company by the Fiduciary stated on the DECLARATIONS as of the bond's effective date, and annually thereafter (hereinafter called the Reporting Period).

#### **AUTOMATIC LIMIT OF LIABILITY, AS REQUIRED BY THE PENSION PROTECTION ACT OF 2006**

The Limit of Liability for any plan listed in the SCHEDULE OF ASSURED, or added to the SCHEDULE OF ASSURED according to the terms of Section 17. (as indicated below), shall be at least equal to the minimum limit required by Section 412 of the Employee Retirement Income Security Act of 1974, as amended, including amendments by the Pension Protection Act of 2006.

#### **2. AUTOMATIC COVERAGE FOR NEW PLANS**

By adding the following Section:

Section 17. Reporting Of Plans-Coverage For New Plans-Termination Of Plans

If the Fiduciary becomes a fiduciary for any new plans during the Bond Period, such plan shall be automatically added to the SCHEDULE OF ASSURED, but only for the remainder of the Reporting Period in which it is added. The Fiduciary shall submit to the Company on insert date a revised SCHEDULE OF ASSURED, which shall be dated, indicating any changes from previous SCHEDULES OF ASSURED to be covered under this bond. Such submission by the Fiduciary shall constitute the revised SCHEDULE OF ASSURED, effective on the date such Report is due, and shall be incorporated by reference and made a part of this bond.

Failure of the Fiduciary to notify the Company of any plan at any Reporting Period shall terminate coverage for the plan effective as of the date such notice was due consistent with the provisions of Section 3., Discovery Period, and Section 5., Loss Sustained Prior To The Effective Date hereof.

If the Fiduciary ceases to function as the fiduciary for any plan during the Bond Period, coverage for that plan shall terminate immediately upon the date the Fiduciary ceases to function as the fiduciary, consistent with the provisions of Section 3., Discovery Period, and Section 5., Loss Sustained Prior To The Effective Date hereof.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

### **PENSION PROTECTION ACT OF 2006 BONDING REQUIREMENTS - SCHEDULE OF ASSURED/AUTOMATIC COVERAGE ENDORSEMENT (AMENDED)**

In consideration of the premium charged, it is agreed that this bond is amended as follows:

#### **1. AUTOMATIC SCHEDULE OF ASSURED**

ITEM 1. of the DECLARATIONS, SCHEDULE OF ASSURED is amended to be the list of plans submitted to the Company by the Fiduciary stated on the DECLARATIONS as of the bond's effective date, and annually thereafter (hereinafter called the Reporting Period).

#### **AUTOMATIC LIMIT OF LIABILITY, AS REQUIRED BY THE PENSION PROTECTION ACT OF 2006**

The Limit of Liability for any plan listed in the SCHEDULE OF ASSURED, or added to the SCHEDULE OF ASSURED according to the terms of Section 17. (as indicated below), shall be at least equal to the minimum limit required by Section 412 of the Employee Retirement Income Security Act of 1974, as amended, including

amendments by the Pension Protection Act of 2006.

## **2. AUTOMATIC COVERAGE FOR NEW PLANS**

By adding the following Section:

### **Section 17. Reporting Of Plans-Coverage For New Plans-Termination Of Plans**

If the Fiduciary becomes a fiduciary for any new plans during the Bond Period, such plan shall be automatically added to the SCHEDULE OF ASSURED, but only for the remainder of the Reporting Period in which it is added. To the extent there are any new plans during the Bond Period, the Fiduciary shall submit to the Company during the Bond Period a revised SCHEDULE OF ASSURED, which shall be dated, indicating any changes from previous SCHEDULES OF ASSURED to be covered under this bond. Such submission by the Fiduciary shall constitute the revised SCHEDULE OF ASSURED, effective on the date such Report is submitted, and shall be incorporated by reference and made a part of this bond.

Failure of the Fiduciary to notify the Company of any plan at any Reporting Period shall terminate coverage for the plan effective as of the date such notice was due consistent with the provisions of Section 3., Discovery Period, and Section 5., Loss Sustained Prior To The Effective Date hereof.

If the Fiduciary ceases to function as the fiduciary for any plan during the Bond Period, coverage for that plan shall terminate immediately upon the date the Fiduciary ceases to function as the fiduciary, consistent with the provisions of Section 3., Discovery Period, and Section 5., Loss Sustained Prior To The Effective Date hereof.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

## **Chubb Elite III Directors & Officers Liability Insurance Policy**

### **Insuring Agreement:**

- A. The **Insurer** will pay on behalf of the **Insured** all **Loss** resulting from a **Claim** first made during the **Policy Period** or **Discovery Period** (if applicable) against an **Insured** for a **Wrongful Act**, except for and to the extent that the **Company** has indemnified the **Insured** and is legally required or permitted to indemnify the **Insured** under applicable laws.
- B. The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made during the **Policy Period** or **Discovery Period** (if applicable) against an **Insured** for a **Wrongful Act**, to the extent that the **Company** has indemnified such **Insured** and is legally required or permitted to pay the **Insured** as advancement or indemnity under applicable laws.
- C. The **Insurer** will pay on behalf of the **Insured** all **Legal Representation Expenses** in respect of an **Investigation**, except for and to the extent that the **Company** has indemnified the **Insured** and is legally required or permitted to indemnify the **Insured** under applicable laws.
- D. The **Insurer** will pay on behalf of the **Company** all **Legal Representation Expenses** in respect of an **Investigation** to the extent that the **Company** has indemnified such **Insured** and is legally required or permitted to pay the **Insured** as advancement or indemnity under applicable laws.

### **Exclusions:**

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation**:

- 3.1 based on, arising from or attributable to
  - (i) any dishonest or fraudulent act or omission of an **Insured** or an intentional breach of the law; or
  - (ii) any personal profit or advantage gained by an **Insured** to which such **Insured** was not legally entitled;provided that:
  - (a) this Exclusion shall only apply if it is established through a judgment or any other adjudication or any admission by such **Insured** that the relevant conduct occurred; and
  - (b) for the purposes of this exclusion the **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured**; and
  - (c) Exclusion 3.1 (i) above shall not apply to **Defence Costs** or **Legal**

- Representation Expenses** relating to any **Claim** or criminal investigation for any type(s) of **Negligent Homicide in Performance of Duties**.
- 3.2 based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the **Company**, an **Outside Entity**, a **Not-for-Profit Entity** or an **Insured** and issued or otherwise begun before the date shown at Item 5 of the **Schedule** or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings.
- 3.3 based on, arising from or attributable to any fact, circumstance, act, omission, **Claim**, **Wrongful Act** or other matter of which notice has been given under any policy existing or expired before or on the inception date of this policy.
- 3.4 brought or maintained by or on behalf of any **Insured** or the **Company**, except
- (i) a **Claim** outside the United States of America; or
    - (a) by an **Insured**; or
    - (b) by the **Company** if, prior to making a **Claim**, a written opinion has been obtained by the **Company** from a **Senior Counsel** approved by the **Insurer**, advising that the **Company** on the balance of probabilities will obtain a judgment against the **Insured** in respect of such **Claim**;
  - (ii) a **Claim** alleging an **Employment Related Wrongful Act**; or
  - (iii) any shareholder derivative action brought or maintained on behalf of the **Company** without the solicitation or participation of an **Insured** or the **Company**; or
  - (iv) any **Claim** for contribution or indemnity if such **Claim** directly results from another **Claim** otherwise covered under this policy; or
  - (v) any **Claim** brought or maintained by a liquidator, receiver or administrative receiver, or similar person under the laws of any other jurisdiction; or
  - (vi) **Defence Costs**; or
  - (vii) any **Claim** made by a past **Director**, **Officer** or employee of the **Company**; or
  - (viii) any **Claim** made by a **Director**, **Officer** or employee in their capacity as member or beneficiary of any pension, retirement or provident benefit fund established for the benefit of any **Insured** or employee of the **Company**.
- 3.5 based on, arising from or attributable to any actual or alleged breach of an **Insured's** responsibilities or obligations as imposed in the United States of America by the Employee Retirement Income Security Act 1974 as from time to time amended.
- 3.6 based on, arising from or attributable to the actual or intended private placement or public offering of any **Securities** during the **Policy Period**; provided that this Exclusion shall not apply where the total value of such placement or offering is equal to or lower than the amount shown at Item 7 of the **Schedule**.
- 3.7 for:
- (i) bodily injury, mental illness, emotional distress, injury to feelings, sickness, disease or death of any person; or
  - (ii) damage to or destruction of any tangible property including loss of use of such property;
- provided that:
- (a) neither Exclusion 3.7 (i) nor 3.7 (ii) shall apply in respect of emotional distress and/or injury to feelings resulting from an **Employment Related Wrongful Act**; and
  - (b) Exclusion 3.7 (i) shall not apply to **Defence Costs** or **Legal Representation Expenses** relating to any **Claim** or criminal investigation for any type of **Negligent Homicide in Performance of Duties**.
- 3.8 based on, arising from, attributable to, in consequence of or in any way involving directly or indirectly **Pollution**, provided that this exclusion shall not apply to:
- (i) **Defence Costs** for a **Claim** based on or arising from or attributable to **Pollution** up to the sub-limit shown at Item 11 of the **Schedule** which shall apply in the aggregate for the **Policy Period** (such limit shall be part of and not in addition to the Limit of Liability shown in Item 3 of the **Schedule**); or
  - (ii) any **Claim** against an **Insured** instigated by a shareholder or group of shareholders of the **Company** directly or in the name of the **Company** without the solicitation, voluntary assistance or participation of any **Insured**.

- 3.9 brought against an **Insured** by an **Outside Entity** or **Not-for-Profit Entity** or by any director, officer, trustee, governor or equivalent in any such **Outside Entity** or **Not-for-Profit Entity** or any shareholder of the **Outside Entity** holding more than 20% of the issued and outstanding voting share capital of the **Outside Entity**. With respect to **Claim** made by the **Insured**, this Exclusion shall not apply to:
- (i) a **Claim** alleging an **Employment Related Wrongful Act**; or
  - (ii) any shareholder derivative action brought or maintained on behalf of the **Outside Entity** without the solicitation or participation of any **Insured** or any director, officer, trustee, governor or equivalent of the **Outside Entity**; or
  - (iii) a **Claim** for contribution or indemnity, if the **Claim** directly results from another **Claim** otherwise covered under this policy; or
  - (iv) any **Claim** brought or maintained by a liquidator, receiver or administrative receiver derivatively on behalf of the **Outside Entity** without the solicitation or participation of any **Insured** or any director, officer, trustee or governor or equivalent of the **Outside Entity**; or
  - (v) **Defence Costs**.
- 3.10 against a **Shadow Director** made in the name of or on behalf of:
- (i) any **Shadow Directorship Company**, or any person who is now or shall be a director or officer of the **Shadow Directorship Company**; and/or
  - (ii) any parent, holding, controlling, subsidiary, affiliate or associated company or representative of the **Shadow Directorship Company**.
- For the purposes of this Exclusion **Shadow Directorship Company** means any company in respect of which any **Insured** is a **Shadow Director**.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E014 Co-Insurer Clause**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Any reference to the Insurer shall be deemed to refer to the following Co-Insurers, but in relation to each only to the extent of their proportion of total liability stated below. Each Co-Insurer's obligations are several and not joint and limited solely to the extent of the stated proportion. No Co-Insurer is responsible for the proportion of any other Co-Insurer who for any reason does not satisfy all or any part of its obligations. The Leading Insurer (being the first Co-Insurer identified below) has been duly authorised by such Co-Insurers to sign this policy and endorsements on their behalf.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E018A Critical Occurrence Endorsement**

**Additional Insuring Agreement:**

The cover provided by the policy is extended to pay on behalf of the **Company** all **Critical Occurrence Loss** incurred by the **Company** arising from a **Critical Occurrence** which first commences during the **Policy Period**.

**Exclusions:**

For the purposes of this endorsement only, Exclusions 3.7 and 3.8 are deleted.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E027 Entity Cover for Employment Practices Liability**

**Extension of Cover**

The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made against the **Company** for an **Employment Related Wrongful Act** after the **Effective Date** and during the **Policy Period** or **Discovery Period** (if applicable).

**Exclusions**

For the purposes of this endorsement only, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation**:

- (a) based on, arising from or attributable to an **Employment Related Wrongful Act** received by the **Company** on or prior to the **Employment Practice Continuity Date**;
- (b) based on, arising from or attributable to any liability assumed by the **Company** under an express employment contract or agreement unless the **Company** would have had such liability even in the absence of such contract or agreement;

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E030 Entity Cover for Securities Claims Endorsement**

### **Extension of Cover**

The cover provided under this policy is extended to pay on behalf of the **Company** [insert amount]% **Loss** of the **Company** arising from any **Securities Claim** first made against the **Company** after the **Effective Date** and during the **Policy Period** (or **Discovery Period** if applicable) for any **Wrongful Act** committed by the **Company**.

[Provided that the remaining [insert amount]% of such **Loss** shall be borne by the **Company** and remain uninsured.]

### **Exclusions**

The following exclusions are added to 3. Exclusions of the policy for the purposes of this endorsement only:

- 3.11 based on, arising from or attributable to any
- (i) **Written Demand** made; or
  - (ii) litigation begun; or
  - (iii) judgment entered; or
  - (iv) circumstance reported which might give rise to a **Claim**; or
  - (v) suit or other pending proceeding;
- against an **Insured** on or prior to the **Effective Date**;
- 3.12 based on, arising from or attributable to any act of any person who has been, now is or shall become Finance Director, Chief Executive, Managing Director or Chairman of the company shown in Item 1 of the **Schedule**, which is found by final judgment or adjudication of any Court to be deliberately fraudulent and was material to the case so adjudicated;
- 3.13 based on, arising from or attributable to criminal, administrative, regulatory or disciplinary proceedings against or an **Investigation** of the **Company**;
- 3.14 based on, arising from or attributable to the failure by the **Company** to comply with any warranty, guarantee or statement given or made by or on behalf of the **Company**, if such failure is actionable in the absence of negligence or lack of due diligence on the part of the **Company**;
- 3.15 based on, arising from or attributable to any allegation that the **Company** paid an inadequate or unfair price or consideration for any **Securities** of a company, provided that this exclusion shall not apply to **Defence Costs**.

### **Chubb Elite III Directors & Officers Liability Insurance Policy E035 Financial Institutions Exclusion (Absolute)**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to the **Company's** or an **Insured's** performance or attempted performance of professional services for any person, or any product supplied to any person, or any alleged act, error or omission relating thereto, including but not limited to the following areas: broker, dealer, financial advisor, investment advisor, investment banker, investment manager, clearing agent, insurance broker, real estate syndicator; or services rendered in the **Company's** trust department or as a trustee or other fiduciary or agent for individuals, partnerships, corporations or government bodies; or any functions similar to those mentioned above; or any other professional services.

In all other respects this policy remains unaltered.

### **Chubb Elite III Directors & Officers Liability Insurance Policy E036 Financial Institutions Exclusions –With Carve-back For Failure To Supervise**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to the **Company's** or an **Insured's** performance or attempted performance of professional services for any person, or any product supplied to any person, or any alleged act, error or omission relating thereto, including but not limited to the following areas: broker, dealer, financial advisor, investment advisor, investment banker, investment manager, clearing agent, insurance broker, real estate syndicator; or services rendered in the **Company's** trust department or as a trustee or other fiduciary or agent for individuals, partnerships, corporations or government bodies; or any functions similar to those mentioned above; or any other professional services.

Provided that this exclusion shall not apply to any derivative or shareholder class action **Claim** against the **Insured** alleging a failure to supervise those who performed or failed to perform such professional services.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E063 Outside Directorship Extension - Additional Entities On Named Basis**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Cover under this policy shall be extended in accordance with the provisions of Extension 7.5 in respect of the following companies:

- 1.
- 2.

The maximum Limit of Liability in the aggregate, for all **Loss** covered under this endorsement and Extension 7.5 shall not exceed **US\$[insert amount]**. Such limit shall form part of, and shall not be in addition to, the Limit of Liability shown in Item 3 of the **Schedule**.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E066 Patent / Copyright Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any actual or alleged plagiarism or infringement of copyright or patent.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E066A Intellectual Property Exclusion (for)**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation** for any misappropriation of a trade secret, confidentiality or privacy, or actual or alleged plagiarism or infringement of any intellectual property right, including but not limited to copyright, trademark, registered design or patent.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E069 Percentage Shareholder Exclusion - With Non-Solicitation Language**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any **Claim** brought by or on behalf of any person who owns or controls **[insert percentage]** or more of the issued share capital of the **Company**.

Provided, however, that this exclusion shall not apply to any **Claim** which is brought by a shareholder described above if such **Claim** is instigated and continued totally independently of and totally without the solicitation, assistance, active participation or intervention of any **Insured** or the **Company**.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E080 Product Liability Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to the failure or effect of any product.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E080A Product Liability Exclusion (for)**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation** for the failure or effect of any product.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E081 Professional Services Exclusion –With Carve-back For Failure To Supervise**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to the **Company's** or the **Insured's** performance or attempted performance of professional services for any person or any act, error or omission relating thereto.

Provided that this exclusion shall not apply to **Loss** for any **Claim** against the **Insured** solely based on or arising from any allegation of such **Insured's** failure to supervise any employee performing professional services.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E083 Professional Services Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to the **Company's** or the **Insured's** performance or attempted performance of professional services for any person or any act, error or omission relating thereto.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E084 Professional Services Exclusion –With Carve-back For Shareholder Actions**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to the **Company's** or the **Insured's** performance or attempted performance of professional services for any person or any act, error or omission relating thereto.

Provided that this exclusion shall not apply to **Loss** for any **Claim** against the **Insured** made by or on behalf of a shareholder of the **Company** solely based on or arising from any allegation of such **Insured's** failure to supervise any employee performing professional services.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E099 Specific Entity Exclusion – Claims Brought By And Against**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation** made against [insert company name and its **Subsidiaries**] or the **Directors, Officers** or employees of such company in their respective capacities as such.

Further, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** which is brought directly or indirectly by or on behalf of [insert company name and its **Subsidiaries**] or any **Director, Officer** or employee of such company.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E115 Juristic Person Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Definition 2.4 **Director or Officer** is amended to include:

**Juristic Person** whom, according to Article 27 of Taiwan, R.O.C. Corporate Law (as amended), is elected as a director or supervisor of the **Company** and/ or the **Outside Entity** if applicable, and designates a natural person as its proxy to exercise, on the **Juristic Person's** behalf, the duty of director or supervisor in the **Company** and/ or the **Outside Entity** if applicable.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E117 Retention Waiver Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The Retention will not apply to any **Defense Costs** or **Legal Representation Expenses**, if a final judgment of no liability is obtained prior or after a trial in favor of all **Insured(s)** and/or the **Company** or a dismissal or a stipulation to dismiss the claim without prejudice and without payment of any consideration by any **Insured(s)** and/or the **Company**.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E015 Company Deemed To Be A Subsidiary

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this policy, **[insert company name]** is deemed to be a subsidiary of the **Company** shown in Item 1 of the **Schedule** with effect from **[insert date]**.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E061 Order of Payments Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

If the **Insurer** is liable to make any payment for **Loss** arising from a **Claim** covered by the provisions of this policy, then the **Insurer** shall in all events

- (i) first, pay **Loss** for which cover is provided under Insurance Agreements A and C of this policy; then
- (ii) only after payment of **Loss** has been made pursuant to paragraph (i) above, with respect to whatever remaining amount of the Limit of Liability shown in Item 3 of the **Schedule** is available after such payment, at the written request of the chief executive officer of the company shown in Item 1 of the **Schedule** either pay or withhold payment of such other **Loss** for which cover is provided under Insurance Agreements B and D of this policy; and then
- (iii) only after payment of **Loss** has been made pursuant to paragraphs (i) and (ii) above, with respect to whatever remaining amount of the Limit of Liability shown in Item 3 of the **Schedule** is available after such payment, at the written request of the chief executive officer of the company shown in Item 1 of the **Schedule**, either pay or withhold payment of such other **Loss** for which cover is provided under any Entity Cover Extension endorsement attached to this policy.

In the event the **Insurer** withholds payment pursuant to paragraphs (ii) or (iii) above, then the **Insurer** shall at such time and in such manner as shall be set forth in written instructions of the chief executive officer of the company shown in Item 1 of the **Schedule** remit such payment to the **Company** or directly to or on behalf of the **Insured**.

The bankruptcy or insolvency of any **Company** or any **Insured** shall not relieve the **Insurer** of any of its obligations to prioritise payment of covered **Loss** under this policy pursuant to this endorsement.

In all other respects this policy remains unaltered.



**Chubb Elite III Directors & Officers Liability Insurance Policy**  
**E101 Specific Matters Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any **Claim** or **Investigation** in connection with **[specify matter to be excluded]**.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy**  
**E118 Failure of Counterparty Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any **Claim** in connection with the insolvency, bankruptcy, liquidation, receivership or administration of, or the failure to pay or suspension of payment by, any bank or banking firm, insurance company, investment company, investment banker or any broker or dealer in securities or commodities, or other organisations of a similar nature, other than the **Company**.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy**  
**E119 Removal of Parental Support Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event that the **Company's** parent company removes any guarantees or financial support the **Insurer** shall not be liable to make any payment for **Loss** based on, arising from, attributable to or in any way connected with directly or indirectly any **Claim** brought against any **Insured** as a result of the **Company** being or becoming bankrupt or insolvent.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy**  
**E144 Amendment of Outside Entity**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Definition 2.19 **Outside Entity** is deleted in its entirety and replaced with the following:

**Outside Entity** means any entity which is not a **Subsidiary** and has no **Securities** traded on any exchange in the United States of America unless such entity is listed by endorsement to this policy.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy**  
**E006 Bankruptcy / Insolvency Exclusion – General**

It is hereby understood and agreed that the Insurer shall not be liable to make any payment under the policy in connection with any Claim or Investigation based on, arising from or attributable to:

- (i) the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise) of the Company; or
- (ii) any Wrongful Act(s) which have led to or caused, directly or indirectly, wholly or in part the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise) of the Company.

**Chubb Elite III Directors & Officers Liability Insurance Policy**  
**E007 Bankruptcy / Insolvency Exclusion – Specific Entity**

It is hereby understood and agreed that the Insurer shall not be liable to make any payment under the policy in connection with any Claim or Investigation based on, arising from or attributable to:

- (i) the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise) of [insert name of entity]; or
- (ii) any Wrongful Act(s) which have led to or caused, directly or indirectly, wholly or in part the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise)

of [insert name of entity].

### Chubb Elite III Directors & Officers Liability Insurance Policy E077 Prior Acts Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy only provides cover for **Loss** arising from **Claims** for **Wrongful Acts** committed or **Investigations** commenced after **[insert date]** and prior to the end of the **Policy Period** and otherwise covered by this policy.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E106 Tie In Limits Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The combined total aggregate limit of liability that the **Insurer** shall be liable to pay for all **Loss** arising out of all **Claims** made against all **Insureds** under all insurance covers combined involving both this policy and also policy number **[insert policy number]** shall be **US\$[insert policy limit]**.

This endorsement shall not be construed so as to increase the Limit of Liability shown in Item 3 of the **Schedule**.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E116 Specific Agreement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

If the Directors & Officers Liability insurance policy issued to **[Company name]** **[policy number]** and this policy apply to the same **Claim** for which the **Insured** of this policy is liable, this policy will serve as the primary policy.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E056 Non-Aggregation Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event of one or more **Claims** whenever made against one or more **Insureds** under this policy and the Directors & Officers Liability insurance policy issued by the **Insurer** or any member of the Chubb group of companies to **[insert name of the parent Company]** **[insert policy number]** arising out of a single **Wrongful Act** or a series of related **Wrongful Acts**, any amounts paid or payable under this policy in respect of such **Claim** or **Claims** shall reduce the Limit of Liability under the policy of **[insert name of the parent Company]**.

Furthermore, it is hereby understood and agreed that if the Directors & Officers Liability insurance policy issued by the **Insurer** or any member of the Chubb group of companies to **[insert name of the parent Company]** **[insert policy number]** and this policy apply to the same **Claim** for which the **Insured** of this policy is liable, this policy will serve as the primary policy.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E056A Non-Aggregation Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event of one or more **Claims** whenever made against one or more **Insureds** under this policy and the Directors & Officers Liability insurance policy issued by the **Insurer** or any member of the Chubb group of companies to **[insert name of the subsidiary Company]** **[insert policy number]** arising out of a single **Wrongful Act** or a series of related **Wrongful Acts**, any amounts paid or payable under the policy of **[insert name of the subsidiary Company]** in respect of such **Claim** or **Claims** shall reduce the Limit of Liability under this

policy.

Furthermore, it is hereby understood and agreed that if the Directors & Officers Liability insurance policy issued by the **Insurer** or any member of the Chubb group of companies to **[insert name of the subsidiary Company] [insert policy number]** and this policy apply to the same **Claim** for which the **Insured** of this policy is liable, this policy will serve as the excess policy.

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E008 Broadcasters / Publishers Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to actual or alleged libel, slander, plagiarism, privacy, copyright, or infringement of rights pertaining to privacy or copyright, by reason of any matter broadcast or published by or on behalf of the **Company** or any **Insured**.

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E009 Standard Termination Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy has been terminated with effect from [insert date] and the **Policy Period** is accordingly amended to expire at this time. In consideration of the foregoing, there will be a return premium due of [insert amount].

The following provisions of this policy are hereby deleted with no further effect under the policy:

- (i) **5. Discovery Period**
- (ii) Second paragraph of Condition **4.3(i) Claims and Investigations**
- (iii) Extensions **7.3 Retired Director or Officer Cover**

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E067 Payments and Gratuities Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to

- i) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign officials, agents, representatives, employees, or any members of their family or any entity with which they are affiliated; or
- ii) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign officials, agents, representatives, employees, or affiliates (within the meaning of applicable statutes, bylaws, or other law regulation governing such matters within the jurisdiction of the domicile of the **Company**, including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) of any customers or potential customers of the **Company** or any members of their family or any entity which they are affiliated, or any **Insured**; or
- iii) political contributions, whether domestic or foreign.

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E124 Amendment of Insuring Agreement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Insuring Agreement B and D are deleted in their entireties.

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E042 Insurance Contract Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any **Claim** alleging any one or more of the following:

- (1) any refusal to renew or any cancellation of any **Insurance Contract**;
- (2) any failure or refusal to pay, or delay in the payment of, benefits due or alleged to have been due under any **Insurance Contract**;
- (3) any lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under any **Insurance Contract**.

**Insurance Contract** means any policy of insurance, reinsurance, bonds or indemnity, including but not limited to annuities, endowments, pension contracts and risk management self-insurance programmes, pools or similar programmes.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E120 Money Laundering Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

A. Section 2, Definitions, is amended to include the following:

2.34 **Money Laundering or Related Financial Crime** has the meaning given to that term (or the term used for an equivalent offence) under any statute, law, rule, regulation, international treaty, convention or accord pertaining to the movement of illicit cash or cash equivalent proceeds.

B. Section 3, Exclusions, is amended to include the following:

3.11 based on, arising from or attributable to any actual or alleged **Money Laundering or Related Financial Crime**.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E134 Investment Banking Activity Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation** based on, arising from or attributable to any **Investment Banking Activity**, including but not limited to any disclosure requirements in connection with such activities.

“**Investment Banking Activity**” includes the underwriting, syndicating or promotion of any security or partnership interest in connection with any actual, alleged or threatened merger, acquisition, divestiture, tender offer, proxy contest, leveraged buy-out, going private transaction, reorganization (voluntary or involuntary), capital restructuring, recapitalization, spin-offs, primary or secondary offerings of securities (regardless of whether the offering is a public offering or private placement), dissolution or sale of all or substantially all of the assets or stock of a business entity, or effort to raise or furnish capital or financing for any enterprise or entity, or any acquisition or sale of securities by any broker/dealer for its own account, or any activity by an **Insured** as a specialist or market maker (including the failure to make a market) for any securities, or any disclosure requirements in connection with any of the foregoing. **Investment Banking Activity** also includes the rendering of advice or recommendations or the rendering of a written opinion in connection with any of the above activities.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E027A Entity Cover for Employment Practices Liability

#### **Extension of Cover**

The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made against the **Company** for an **Employment Related Wrongful Act** after the **Effective Date** and during the **Policy Period** or **Discovery Period** (if applicable).

#### **Exclusions**

For the purposes of this endorsement only, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation**:

- (a) based on, arising from or attributable to an **Employment Related Wrongful Act** received by the **Company** on or prior to the **Employment Practice Continuity Date**;

- (b) based on, arising from or attributable to any liability assumed by the **Company** under an express employment contract or agreement unless the **Company** would have had such liability even in the absence of such contract or agreement;

### Chubb Elite III Directors & Officers Liability Insurance Policy E030A Entity Cover for Securities Claims Endorsement

#### Extension of Cover

The cover provided under this policy is extended to pay on behalf of the **Company** **[insert amount]% Loss** of the **Company** arising from any **Securities Claim** first made against the **Company** after the **Effective Date** and during the **Policy Period** (or **Discovery Period** if applicable) for any **Wrongful Act** committed by the **Company**. [Provided that the remaining **[insert amount]%** of such **Loss** shall be borne by the **Company** and remain uninsured.]

#### Exclusions

The following exclusions are added to 3. Exclusions of the policy for the purposes of this endorsement only:

- 3.11 based on, arising from or attributable to any
- (i) **Written Demand** made; or
  - (ii) litigation begun; or
  - (iii) judgment entered; or
  - (iv) circumstance reported which might give rise to a **Claim**; or
  - (v) suit or other pending proceeding;
- against an **Insured** on or prior to the **Effective Date**;
- 3.12 based on, arising from or attributable to any act of any person who has been, now is or shall become Finance Director, Chief Executive, Managing Director or Chairman of the company shown in Item 1 of the **Schedule**, which is found by final judgment or adjudication of any Court to be deliberately fraudulent and was material to the case so adjudicated;
- 3.13 based on, arising from or attributable to criminal, administrative, regulatory or disciplinary proceedings against or an **Investigation** of the **Company**;
- 3.14 based on, arising from or attributable to the failure by the **Company** to comply with any warranty, guarantee or statement given or made by or on behalf of the **Company**, if such failure is actionable in the absence of negligence or lack of due diligence on the part of the **Company**;
- 3.15 based on, arising from or attributable to any allegation that the **Company** paid an inadequate or unfair price or consideration for any **Securities** of a company, provided that this exclusion shall not apply to **Defence Costs**.

### Chubb Elite III Directors & Officers Liability Insurance Policy E121 Outside Directorship Extension - Additional Entities On Named Basis

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Cover under this policy shall be extended in accordance with the provisions of Extension 7.5 in respect of the following company with effect from **[insert date]**:

1. **[Insert entities name]**

Cover under this Extension shall be excess of the Directors & Officers Liability Insurance of **[Insert entities name]** and its Limit of Liability must be maintained at **US\$[insert amount]** minimum.

This Extension will only respond in so far as **Loss** is covered under the Directors & Officers Liability Insurance of **[Insert entities name]** and only to the extent that the amount of such **Loss** is in excess of the amount payable under the said Policy.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E125 SOX Interpretation Counsel Costs Cover

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The following clause is added to 7. Extensions:

- 7.12 The Insurer will pay to or on behalf of an Insured any reasonable legal fees or costs and expenses incurred by a Director or Officer not residing in the United States of America with the

prior written consent of the Insurer (which shall not be unreasonably delayed or withheld) in the jurisdiction of such Director or Officer's residence to interpret and apply advice in response to any Sarbanes-Oxley Act of 2002 related Claim.

The sub-limit of liability under this Extension is subject to the sub-limit of US\$[insert amount].

This sub-limit is part of and not in addition to the Limit of Liability in Item 3 of the Schedule.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy

#### E126 Termination Endorsement-proportional

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

#### 8. Termination

8.1 This policy may be terminated as follows:

- (i) by the **Insurer** for non payment of premium;
- (ii) by the first named company shown in Item 1 of the **Schedule** upon receipt by the **Insurer** of written notice. If there are no **Claims, Investigations** or circumstances notified to the **Insurer** under this policy beforehand, the **Insurer** will refund any unearned premium calculated proportional to the unexpired time on risk;
- (iii) by the **Insurer** upon 30 days written notice to the first named company shown in Item 1 of the **Schedule**. If there are no **Claims, Investigations** or circumstances notified to the **Insurer** under this policy beforehand or during this 30-day period, the **Insurer** will refund any unearned premium calculated proportional to the unexpired time on risk;

8.2 The parties further agree that no unearned premium will be refunded upon termination if any **Claim, Investigation**, fact or circumstance has been notified under this policy.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy

#### E127 Outside Directorship Extension amended

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

**Extensions 7.5 Outside Directorship Extension** is hereby deleted in its entirety and replaced by the following:

#### 7.5 Outside Directorship Extension

- (i) Cover under this policy is extended (subject to the Insuring Agreement and the other terms and conditions of this policy and subject to the overall aggregate Limit of Liability) to a **Director or Officer** of the **Company** who at the specific request of the **Company**:
  - (a) at the date of inception of the **Policy Period** was a **Director or Officer** of any **Outside Entity**; or
  - (b) becomes a **Director or Officer** of any **Outside Entity** during the **Policy Period**,

but only in respect of **Wrongful Acts** committed whilst the **Director or Officer** of the **Company** held such position in the **Outside Entity**.

- (ii) Cover under this policy is also extended (subject to the Insuring Agreement and the other terms and conditions of this policy and subject to the overall aggregate Limit of Liability) to a **Director or Officer** of the **Company** who at the specific request of the **Company** is or becomes a **Director, Officer, trustee, governor or equivalent** in any **Not-for-Profit Entity**, but only in respect of **Wrongful Acts** committed whilst the **Director or Officer** of the **Company** held such position in the **Not-for-Profit Entity**.
- (iii) Cover under sub-paragraph 7.5(i) or 7.5(ii) above shall be excess of any indemnification provided by the **Outside Entity** or **Not-for-Profit Entity**.
- (iv) Cover under sub-paragraph 7.5(i) or 7.5(ii) above shall be specifically excess of any valid and collectible directors and officers liability insurance in force in respect of the **Outside Entity** or **Not-for-Profit Entity** and its **Directors and Officers**.
- (v) If such insurance is provided by the **Insurer** or any member of the Chubb group of companies (or would be provided except for the application of the retention amount or the exhaustion of the Limit of Liability), then the total aggregate Limit of Liability for all **Loss** covered by virtue of this extension shall be reduced by the

amount paid for the benefit of the **Outside Entity** or **Not-for-Profit Entity** and its **Directors** and **Officers** under the other Chubb insurance provided to the **Outside Entity** or **Not-for-Profit Entity**. However, clause 7.5(v) shall not apply to **[Insert Outside Entity name]**.

- (vi) If during the **Policy Period** a **Director** or **Officer** of the **Company** covered by this Extension ceases to hold his or her position in an **Outside Entity** or **Not-for-Profit Entity** (or holds such position other than at the specific request of the **Company**), cover under this policy shall continue to apply (subject to the other terms and conditions) to such person for **Wrongful Acts** committed whilst such person held his or her position in such **Outside Entity** or **Not-for-Profit Entity**.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E106A Tie In Limits Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The combined total aggregate limit of liability of all insurance covers and extensions provided under this policy and under all of the policies listed below *shall* be **GBP [insert policy limit]**.

	COUNTRY	INSURER	POLICY NO.	NAMED INSURED
1)				

Accordingly, all payments made pursuant to all insurance covers and extensions of the policies listed above shall, insofar as they erode the limit of liability of such policies, also erode the limit of liability of this policy, because the limit of liability of each of the policies listed above shall be deemed to be part of and not in addition to the limit of liability of this policy.

Nothing contained in this endorsement shall increase either (a) the limit of liability of any policy listed above; or (b) the limit of liability of this policy.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E092 Retroactive Cover Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any **Claim** for any **Wrongful Act** occurring prior to **[insert date]**.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E128 Intellectual Property Exclusion with Carve-back for Defence Costs

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** based on arising from attributable to or in any way connected with directly or indirectly any misappropriation of a trade secret or actual or alleged plagiarism or infringement of any intellectual property right, including but not limited to copyright, trademark, registered design, confidentiality, privacy or patent.

However, this Exclusion shall not apply to **Defence Costs** in respect of any **Claim** brought outside the United States of America or Canada against an **Insured**, up to the sub-limit of liability for all payments under this Extension is **US\$[insert amount]**. This sub-limit is part of and not in addition to the applicable Limit of Liability.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E129 Special Termination Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

#### 8. Termination

This policy may be terminated as follows:

8.1 by the company shown in Item 1 of the **Schedule** in the event that the **Insurer**:

- (i) wholly ceases underwriting of the respective insurance or formally announces its intention to do so; or
- (ii) is the subject of an order or resolution for dissolution or formally proposes a scheme

- of arrangement; or
- (iii) has its authority to carry on insurance business in Taiwan withdrawn; or
- (iv) is downgraded by Standard & Poor's to below **[insert rating]** financial strength rating.

If there are no **Claims, Investigations** or circumstances notified to the **Insurer** under this policy, the **Insurer** will refund any unearned premium calculated proportional to the unexpired time on risk. If any **Claim, Investigation**, fact or circumstance has been notified under this policy, the premium will be deemed to be fully earned and none will be repayable to the **Company &/or the Insured**; or

8.2 by the **Insurer** for non payment of premium.

In all other respects this policy remains unaltered.

#### **Chubb Elite III Directors & Officers Liability Insurance Policy E028 Employment Related Wrongful Act Exclusion**

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any **Employment Related Wrongful Act**.

The words 'or **Employment Related Wrongful Act**' are deleted wherever they appear in the policy.

In all other respects this policy remains unaltered.

#### **Chubb Elite III Directors & Officers Liability Insurance Policy E078 Prior Acts for Acquired Subsidiaries**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Notwithstanding Definition 2.30 and Extension 7.1, the cover provided by this policy shall not exclude **Claims** for **Wrongful Acts** by the **Directors, Officers** or employees of **[insert name of entity]** occurring before such entity became a **Subsidiary**.

In all other respects this policy remains unaltered.

#### **Chubb Elite III Directors & Officers Liability Insurance Policy E145 No Senior Counsel Clause**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

4.3 **Claims and Investigations** is hereby deleted in its entirety and replaced by the following:

##### **4.3 Claims and Investigations**

- (vii) It is a condition precedent to the **Insurer's** liability to pay **Loss** under this policy in respect of a **Claim** or **Investigation** that the **Company** or the **Insured** gives written notice to the **Insurer** of such **Claim** or **Investigation** as soon as practicable.

In event of expiry of the **Policy Period**, notification must be given in any event no later than 60 days after the expiration of the **Policy Period**, or in relation to a **Claim** first made against the **Insured** during the **Discovery Period** (if applicable) no later than 60 days after the expiration of the **Discovery Period**.

- (viii) All notices under this policy shall include, but not be limited to, the following information:

- (a) a specific description of the **Wrongful Act**; and
- (b) details of all parties involved; and
- (c) a copy of any **Written Demand** and/or written notice of any **Investigation**.

In addition, the **Company** and the **Insured** shall, on an ongoing basis, give the **Insurer** such information and co-operation as it may reasonably require. Notice and all information shall be sent in writing to the **Insurer** as follows:

The Claims Manager,  
Insurance Company of North America, Taipei Branch  
10F., No.8, Sec. 5, Xinyi Rd., Xinyi District,  
Taipei City 110, Taiwan (R.O.C.)  
Facsimile: (02) 8758 1880

- (ix) Neither the **Company** nor the **Insured** shall do anything to prejudice any of the **Insurer's** rights nor shall they admit liability for or settle any **Claim** or incur **Defence Costs** or **Legal Representation Expenses** without the **Insurer's** prior written consent, which consent shall not be unreasonably withheld. The **Insurer** shall at all times have the right, but not the duty, to effectively associate in the



defence or settlement of any **Claim** or the incurring of **Legal Representation Expenses** to which this policy may apply and to be given the opportunity to consult with the **Insured** in relation to proposed action that the **Insured** may wish to take in relation to such **Claim** or **Legal Representation Expenses**.

- (x) If during the **Policy Period** or **Discovery Period** (if applicable) the **Company** or any **Insured** shall become aware of any circumstances that might give rise to a **Claim** and during such period gives notice of the same to the **Insurer**, then any **Claim** later made against any **Insured** shall for the purposes of this policy be treated as a **Claim** made during the **Policy Period** or **Discovery Period** (if applicable). A notice of such a circumstance must describe as precisely as possible all facts and details including the reasons for anticipating a **Claim** with full particulars as to dates and persons involved and an estimate of quantum.
- (xi) If during the **Policy Period** the **Company** or any **Insured** shall become aware of any circumstances that might give rise to an **Investigation** and during such period gives notice of the same to the **Insurer**, then any **Investigation** later commenced against any **Insured** shall for the purposes of this policy be treated as an **Investigation** during the **Policy Period**. A notice of such a circumstance must describe as precisely as possible all facts and details including the reasons for anticipating an **Investigation**.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E147 Downgrade Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

#### 8. Termination

This policy may be terminated by the company shown in Item 1 of the **Schedule** in the event that the **Insurer**:

- (a) wholly ceases underwriting of the respective insurance or formally announces its intention to do so; or
- (b) is the subject of an order or resolution for winding up or formally proposes a scheme of arrangement; or
- (c) has its authority to carry on insurance business withdrawn; or
- (d) has its financial strength rating, or the financial strength rating of its ultimate parent company, downgraded to a rating below **[insert rating]** by Standard & Poor's, A.M. Best Ratings or Fitch (Duff & Phelps), or to a rating below **[insert rating]** by Moody's.

If there are no **Claims, Investigations** or circumstances notified to the **Insurer** under this policy, the **Insurer** will refund any unearned premium at pro-rata basis; or

Based on any reason other than the events stated in (a)-(d) above, subject to no **Claims, Investigations** or circumstances notified to the **Insurer** under this policy, the **Insurer** will refund any unearned premium at short rate basis as per the short rate table.

If any **Claims, Investigations** or circumstances notified to the **Insurer** under this policy, the premium will be deemed to be fully earned and none will be repayable to the **Company** and/or the **Insured**.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E148 Continuous Cover Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

7.8 **Continuous Cover** is hereby deleted in its entirety and replaced by the following:

#### 7.8 Continuous Cover

This policy extends to cover the **Insured** for any **Claim** or **Investigation** which could have been notified to the **Insurer** under an earlier Directors and Officers Liability Insurance Policy issued by the **Insurer** and/ or other insurer which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim** or **Investigation** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a Directors and Officers Liability Insurance Policy with the **Insurer** from no later than the date when the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, **Schedule**, limit of liability and retention) of the policy in force at the time the **Insured** first became aware of the Prior Matter.

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E006A Bankruptcy / Insolvency/ Creditors Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

It is hereby understood and agreed that the **Insurer** shall not be liable to make any payment under the policy in connection with any **Claim** or **Investigation** based on, arising from or attributable to:

- (i) the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise) of the **Company**; or
- (ii) any **Wrongful Act(s)** which have led to or caused, directly or indirectly, wholly or in part the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise) of the **Company**; or
- (iii) or brought by the creditor, receiver, liquidator, the trustee in bankruptcy or other external administrator of the **Company** or **Outside Entity** or **Non-for-Profit Entity**.

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E148A Continuous Cover Extension

Notwithstanding anything to the contrary contained in this policy or any other endorsement, the **Company** has fully understood and agreed that with effect from **[insert date]**, in respect of **[insert the name of Co-Insurer]** and its portion of the Limit of Liability only, with regard to Prior Matter covered under this policy in accordance with Endorsement **[insert endorsement number]**, the following provisions shall apply (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

- (i) The aggregate Limit of Liability available by **[insert the name of Co-Insurer]** to cover Prior Matter under this policy shall be capped to either its portion of the Limit of Liability available in the policy in force at the time the **Insured** first became aware of the Prior Matter, or its portion of the Limit of Liability (including applicable sub-limits) available under this policy, whichever is lower.
- (ii) The Limit of Liability available under this policy shall be eroded by payments for Prior Matter covered under this policy.
- (iii) **[Insert the name of Co-insurer]** shall only be liable for the portion of Limit of Liability afforded in accordance to this policy.

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E017 Creditors Claim Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any **Claim** by any creditor, receiver, liquidator, the trustee in bankruptcy or other external administrator of the **Company** or **Outside Entity** or **Not-for-Profit Entity** made pursuant to any federal, state, territory or local legislation or rights at law.

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E185 Product Liability Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

It is agreed this policy does not have the following exclusion under Section 3. Exclusion:

Base upon, arising from, or in consequence of failure or effects of any product or products. The title and any heading in this endorsement are solely for convenience and form no part of the terms and conditions of coverage. In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E071 Policy Period Extension**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In consideration of the payment of an additional premium of **[\$[insert amount]**, Item (2) of the Schedule is amended to read as follows:

'Policy Period: From: **[insert inception date of the original policy period]**  
To: **[insert expiry date of the extension period]**  
Both days inclusive, standard time at the Principal Address shown in Item 1 above.'

The Insurer's maximum aggregate liability for all Loss, as stated in Condition 4.1, shall remain unchanged.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E127A Outside Directorship Extension amended(No non-stacking clause for ODL**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

**Extensions 7.5 Outside Directorship Extension** is hereby deleted in its entirety and replaced by the following:

**7.5 Outside Directorship Extension**

- (i) Cover under this policy is extended (subject to the Insuring Agreement and the other terms and conditions of this policy and subject to the overall aggregate Limit of Liability) to a **Director or Officer** of the **Company** who at the specific request of the **Company**:
  - (a) at the date of inception of the **Policy Period** was a **Director or Officer** of any **Outside Entity**; or
  - (b) becomes a **Director or Officer** of any **Outside Entity** during the **Policy Period**,  
but only in respect of **Wrongful Acts** committed whilst the **Director or Officer** of the **Company** held such position in the **Outside Entity**.
- (ii) Cover under this policy is also extended (subject to the Insuring Agreement and the other terms and conditions of this policy and subject to the overall aggregate Limit of Liability) to a **Director or Officer** of the **Company** who at the specific request of the **Company** is or becomes a **Director, Officer**, trustee, governor or equivalent in any **Not-for-Profit Entity**, but only in respect of **Wrongful Acts** committed whilst the **Director or Officer** of the **Company** held such position in the **Not-for-Profit Entity**.
- (iii) Cover under sub-paragraph 7.5(i) or 7.5(ii) above shall be excess of any indemnification provided by the **Outside Entity** or **Not-for-Profit Entity**.
- (iv) Cover under sub-paragraph 7.5(i) or 7.5(ii) above shall be specifically excess of any valid and collectible directors and officers liability insurance in force in respect of the **Outside Entity** or **Not-for-Profit Entity** and its **Directors** and **Officers**.
- (v) If during the **Policy Period** a **Director or Officer** of the **Company** covered by this Extension ceases to hold his or her position in an **Outside Entity** or **Not-for-Profit Entity** (or holds such position other than at the specific request of the **Company**), cover under this policy shall continue to apply (subject to the other terms and conditions) to such person for **Wrongful Acts** committed whilst such person held his or her position in such **Outside Entity** or **Not-for-Profit Entity**.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E070 Pharmaceutical Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly in connection with any **Claim** based on, arising from or attributable to any failure, effect, side effects or interaction of any pharmaceutical product.  
In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E015A Company Deemed To Be An Outside Entity**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):  
For the purposes of this policy, **[Insert Company Name]** is deemed to be an **Outside Entity** of the **Company** shown in Item 1 of the **Schedule** with effect from **[Insert Date]**.  
In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E148B Continuous Cover Extension**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):  
**7.8 Continuous Cover** is hereby deleted in its entirety and replaced by the following:  
**7.8 Continuous Cover**  
This policy extends to cover the **Insured** for any **Claim** or **Investigation** which could have been notified to the **Insurer** under an earlier Directors and Officers Liability Insurance Policy issued by the **Insurer** and/ or other insurer which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim** or **Investigation** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a Directors and Officers Liability Insurance Policy with the **Insurer** from no later than the date when the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, **Schedule**, limit of liability and retention) of the policy in force at the time the **Insured** first became aware of the Prior Matter, but only where such earlier policy affords no broader cover in respect of the **Claim** than the provisions of this policy.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E148D Continuous Cover Extension**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):  
**7.8 Continuous Cover** is hereby deleted in its entirety and replaced by the following:  
**7.8 Continuous Cover**  
This policy extends to cover the **Insured** for any **Claim**, **Investigation** or any **Wrongful Act** which may give rise to a **Claim**, which could have been notified to the **Insurer** under an earlier directors and officers liability insurance policy issued by the **Insurer** and/ or other insurer which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim**, **Investigation** or **Wrongful Act** which may give rise to a **Claim** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a directors and officers liability insurance policy with the **Insurer** from no later than the date when the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, **Schedule**, limit of liability and retention) of the policy in force at the time the **Insured** first became aware of the Prior Matter, but only where such earlier policy affords no broader cover in respect of the **Claim** than the provisions of this policy.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E148C Continuous Cover Extension**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

7.8 **Continuous Cover** is hereby deleted in its entirety and replaced by the following:

**7.8 Continuous Cover**

This policy extends to cover the **Insured** for any **Claim, Investigation** or any **Wrongful Act** which may give rise to a **Claim**, which could have been notified to the **Insurer** and/ or other insurer under an earlier Directors and Officers Liability Insurance Policy issued by the **Insurer** and/ or other insurer which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim, Investigation** or **Wrongful Act** which may give rise to a **Claim** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a Directors and Officers Liability Insurance Policy with the **Insurer** and/ or other insurer from no later than the date when the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, **Schedule**, limit of liability and retention) of the policy in force at the time the **Insured** first became aware of the Prior Matter; and
- (iv) the aggregate limit of liability available to cover Prior Matter under this Extension shall be capped to the limit of liability available in the policy in force at the time the **Insured** first became aware of the Prior Matter (however, it shall be no greater than the Limit of Liability (including applicable sub-limits) available under this policy) and the Limit of Liability available under this policy shall be eroded by payments for Prior Matter covered under this Extension; and
- (v) the **Insurer's** obligations are limited solely to the extent of the stated proportion of this policy.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E027C Entity Cover for Employment Practices Liability**

**Extension of Cover**

The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made against the **Company** for an **Employment Related Wrongful Act** after the **Effective Date** and during the **Policy Period** or **Discovery Period** (if applicable).

**Exclusions**

For the purposes of this endorsement only, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation**:

- (a) based on, arising from or attributable to an **Employment Related Wrongful Act** received by the **Company** on or prior to the **Employment Practice Continuity Date**;
- (b) based on, arising from or attributable to any liability assumed by the **Company** under an express employment contract or agreement unless the **Company** would have had such liability even in the absence of such contract or agreement;

**Chubb Elite III Directors & Officers Liability Insurance Policy  
E027D Entity Cover for Employment Practices Liability**

**Extension of Cover**

The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made against the **Company** for an **Employment Related Wrongful Act** after the **Effective Date** and during the **Policy Period** or **Discovery Period** (if applicable).

**Exclusions**

For the purposes of this endorsement only, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation**:

- (c) based on, arising from or attributable to an **Employment Related Wrongful Act** received by the **Company** on or prior to the **Employment Practice Continuity Date**;
- (d) based on, arising from or attributable to any liability assumed by the **Company** under an express employment contract or agreement unless the **Company** would have had such liability even in the absence of such contract or agreement;
- (e) based on, arising from or attributable to any legal action or litigation brought in a court of law constituted in the United States of America or Canada, or any **Claim** arising out of the

activities of the **Company** in the United States of America or Canada.

### Chubb Elite III Directors & Officers Liability Insurance Policy E030C Entity Cover for Securities Claims Endorsement

#### Extension of Cover

The cover provided under this policy is extended to pay on behalf of the **Company** [insert amount]% **Loss** of the **Company** arising from any **Securities Claim** first made against the **Company** after the **Effective Date** and during the **Policy Period** (or **Discovery Period** if applicable) for any **Wrongful Act** committed by the **Company**.

[Provided that the remaining [insert amount]% of such **Loss** shall be borne by the **Company** and remain uninsured.]

#### Exclusions

The following exclusions are added to 3. Exclusions of the policy for the purposes of this endorsement only:

- (a) based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the **Company**, an **Outside Entity**, a **Not-for-Profit Entity** or an **Insured** and issued or otherwise begun before the **Effective Date** or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings;
- (b) based on, arising from or attributable to any act of any person who has been, now is or shall become chief executive officer, managing director, chairman, general manager, director, supervisor, or any person who holds an equivalent position of the company shown in Item 1 of the **Schedule**, which is found by final judgment or adjudication of any Court to be deliberately fraudulent and was material to the case so adjudicated;
- (c) based on, arising from or attributable to the failure by the **Company** to comply with any warranty, guarantee or statement given or made by or on behalf of the **Company**, if such failure is actionable in the absence of negligence or lack of due diligence on the part of the **Company**;
- (d) based on, arising from or attributable to any allegation that the **Company** paid an inadequate or unfair price or consideration for any **Securities** of a company, provided that this exclusion shall not apply to **Defence Costs**.

### 菁英三號董監事暨重要職員責任保險

#### 承保範圍：

- A. 本公司將為被保險人支付因其被指控有錯誤行為，而於保險期間或發現期間（如有適用）內首次遭受賠償請求之損失，惟不包括被保險公司已實際償付予被保險人，且相關法令要求或允許被保險公司補償被保險人之損失。
- B. 本公司將為被保險公司支付因被保險人被指控有錯誤行為，而於保險期間或發現期間（如有適用）內首次遭受賠償請求之損失，惟以相關法令要求或允許被保險公司預先支付或補償被保險人，且被保險公司已實際償付予被保險人為限。
- C. 本公司將為被保險人支付與調查相關之法律代理費用，惟不包括被保險公司已實際償付被保險人，且相關法令要求或允許被保險公司補償被保險人之損失。
- D. 本公司將為被保險公司支付與調查相關之法律代理費用，惟以相關法令要求或允許被保險公司預先支付或補償被保險人，且被保險公司已實際償付被保險人為限。

#### 不保事項：

與下列有關之賠償請求或調查，本公司就該損失不負任何賠償責任：

##### 3.1 基於、肇因於或可歸因於：

- (i) 任何被保險人之不誠實或詐欺行為、不作為或故意違反法律；或
- (ii) 被保險人依法無權獲得之任何個人利益或利得者；

但：

- (a) 本除外不保事項於相關爭行為經法院判決或其他任何裁判，或經被保險人自認後方可適用；及
- (b) 基於本除外不保事項之適用目的，任一被保險人有錯誤行為，不應推定其他被保險人亦有之；及
- (c) 上列第 3.1(i)條之規定，不適用於因任何類型之業務過失致死罪所提出之任何賠償請求或刑事調查，其抗辯費用或法律代理費用；

- 3.2 基於、肇因於或可歸因於，**被保險公司、外部組織、非營利組織或被保險人**所涉及繫屬中之訴訟、先前訴訟或其他法律程序（包括但不限於民事、刑事、行政程序或官方調查程序），而其發動或開始係於**承保明細表**第五項所列日期之前，或被指控或所衍生之原因事實或事件，與繫屬中訴訟、先前訴訟或其他法律程序相同或實質相同者。
- 3.3 基於、肇因於或可歸因於任何事實、事件、行為、不作為、**賠償請求、錯誤行為**或其他事項，而在本保險單生效前業已依照其他現存或屆期之保險單而為通知者。
- 3.4 由**被保險人或被保險公司**所提出或代表其提出之**賠償請求**，但下列情形不在此限：
- (i) 美國境外之**賠償請求**
    - (a) 由**被保險人**提出；或
    - (b) 由**被保險公司**提出，且**被保險公司**在提出**賠償請求**之前，已取具本公司同意之資深顧問的書面意見，表示經權衡相對可能性後，**被保險公司**對**被保險人**提出**賠償請求**，將取得有利判決者；
  - (ii) 指稱有**僱傭上錯誤行為**之**賠償請求**；或
  - (iii) 任何代表**被保險公司**提出之股東訴訟，且無任何**被保險人或被保險公司**勸誘或參與之情形；
  - (iv) 任何請求分攤責任或補償之**賠償請求**，但限於該**賠償請求**係因本保險單所承保之其他**賠償請求**直接導致者；或
  - (v) 任何由清算人、破產管理人或行政接管人或其他管轄領域法律規範之類似人員所提出之**賠償請求**；或
  - (vi) **抗辯費用**；或
  - (vii) 任何由**被保險公司**前任**董監事、重要職員**或受僱人所提出之**賠償請求**；或
  - (viii) 任何由**董監事、重要職員**或受僱人，就員工退休金或為**被保險人或被保險公司**員工所設置之員工福利基金，基於委員或受託人之職位所提出之**賠償請求**。
- 3.5 基於、肇因於或可歸因於，**被保險人**實際或被指稱違反美國 1974 年受雇人員退休所得保障法及其後所修訂法規所規範之責任或義務。
- 3.6 基於、肇因於或可歸因於在**保險期間**內，任何實際或計畫進行之**有價證券**之私募或公開發行；但本除外不保事項於該等私募或發行之總金額等於或低於**承保明細表**第七項所列金額時，不適用之。
- 3.7 下列**賠償請求**：
- (i) 任何人之人身傷害、精神疾病、精神痛苦、精神創傷、疾病或死亡；或
  - (ii) 任何實體財產之毀損或滅失，包括該財產已無法使用；
- 但：
- (a) 因**僱傭上錯誤行為**所導致之精神痛苦及/或精神創傷，不適用除外不保事項第 3.7 (i) 條和第 3.7 (ii) 條之規定；及
  - (b) 與**業務過失致死罪**有關之任何**賠償請求**或刑事調查，其**抗辯費用**或**法律代理費用**，不適用上列第 3.7(i)條之規定。
- 3.8 基於、肇因於或可歸因於直接、間接涉及**污染**之情形，惟本除外不保事項不適用於：
- (i) 基於、肇因於或可歸因於**污染**之**賠償請求**的**抗辯費用**，其於**保險期間**所累積之金額，在**承保明細表**第十一項所列之附屬限額內（該限額包含在**承保明細表**第三項所列之累積責任限額內，而非另外計算）；或
  - (ii) 任何由**被保險公司**個別股東或一群股東直接或以**被保險公司**名義，對**被保險人**提出之**賠償請求**，且無任何**被保險人**勸誘、自願協助或參與之情形。
- 3.9 由**外部組織、非營利組織**、或任何該**外部組織**或**非營利組織**之**董監事、重要職員、受託人、主管**或其他相似職位之人員，或持有超過該**外部組織** 20%已發行有表決權股份之股東，對**被保險人**提出之**賠償請求**，惟本除外不保事項不適用於：
- (i) 指稱有**僱傭上錯誤行為**之**賠償請求**；或
  - (ii) 任何代表**外部組織**提出或進行之股東訴訟，且無任何**被保險人、外部組織**之**董監事、重要職員、受託人、主管**或其他相似職位人員勸誘或參與之情形；或
  - (iii) 請求分攤責任或補償之**賠償請求**，但限於該**賠償請求**係因本保險單所承保之其他**賠償請求**直接導致者；或
  - (iv) 任何由清算人、破產管理人或行政接管人代表**外部組織**所提出之**賠償請求**，且無任何**被保險人、外部組織**之**董監事、重要職員、受託人、主管**或其他相似職位人員勸誘或參與之情形；或

(v) 抗辯費用。

3.10 以下列名義或代表其對**幕後董事**提出之**賠償請求**：

- (i) 任何具有**幕後董事關係之公司**，或任何現任或將成為該具有**幕後董事關係之公司**董監事或重要職員之人；及/或
- (ii) 任何具有**幕後董事關係之公司**之**母公司**、**控股公司**、**控制公司**、**從屬公司**、**關係企業**，或其**代表人**。

基於本除外不保事項之適用目的，具有**幕後董事關係之公司**，係指任何**被保險人**為本保險單所定義之**幕後董事**，該**被保險人**所屬之**公司**。

### 菁英三號董監事暨重要職員責任保險 E018A 重大情事附加條款

**附加承保範圍：**

本保險單之承保範圍擴大及於為**被保險公司**支付其於**保險期間**內因首次發生之**重大情事**所致之所有**重大情事損失**。

**除外不保事項：**

在本附加條款下，本保險單除外不保事項第 3.7 項及第 3.8 項不適用而予以刪除。

### 菁英三號董監事暨重要職員責任保險 E027 公司僱傭行為賠償責任附加條款

**承保範圍之擴大**

本公司將為**被保險公司**支付，就被保險公司在生效日後於**保險期間**或**發現期間**（如有適用）內，首次被指控有**僱傭上錯誤行為**而遭受**賠償請求**之所有**損失**。

**除外不保事項**

於本附加條款下，與下列任何**賠償請求**或**調查**相關之**損失**，本公司不負賠償責任：

- (a) 基於、肇因於或可歸因於**被保險公司**僱傭上**錯誤行為**，而該行為係發生於**僱傭行為持續日**或之前者；
- (b) 基於、肇因於或可歸因於**被保險公司**於明示的僱傭契約或協議下應負之賠償責任，除非在該僱傭契約或協議不存在的情況下，**被保險公司**亦須負賠償責任者。

### 菁英三號董監事暨重要職員責任保險 E030 公司有價證券賠償請求附加條款

**承保範圍之擴大**

本保險單擴大承保**被保險公司**在生效日後，於**保險期間**或**發現期間**（如有適用）內，首次因其被指控有**錯誤行為**而遭受任何**有價證券賠償請求**之**損失**之[填寫數額]%，由本公司為**被保險公司**支付。

[但其餘[填寫數額]%之損失應由**被保險公司**自行負擔且未承保。]

**除外不保事項**

於本附加條款下，本保險單第 3 條除外不保事項增訂下列事項：

3.11 基於、肇因於或可歸因於下述情形：

- (i) **書面請求**；或
- (ii) **起訴**；或
- (iii) **判決**；或
- (iv) 業經報告可能引起**賠償請求**之情況；或
- (v) **訴訟**或其他正在進行之程序。

對**被保險人**於生效當日或生效日前請求者。

3.12 基於、肇因於或可歸因於曾為、現為或將成為**承保明細表**第一項所列公司之**財務長**、**執行長**、**常務董事**/**執行業務董事**或**董事長**之任何人之任何行為，經任何法院確定之判決或宣告，認定其係基於**故意欺騙**，且對於系爭案件之判定有**決定性**的；

3.13 基於、肇因於或可歸因於對**被保險公司**之**刑事**、**行政**、**監理**或**懲戒程序**或**調查**行為；

3.14 基於、肇因於或可歸因於**被保險公司**違反任何**被保險公司**本身或代其提出或提供之擔保、保證或聲明，且倘使**被保險公司**本身沒有疏失或未缺乏合理注意，仍然因為該違反行為而被起訴者；



3.15 基於、肇因於或可歸因於任何對**被保險公司**就任何公司之**有價證券**給付為不適當或不公平之價格或對價之指控，惟此一除外不保事項並不適用於**抗辯費用**。

菁英三號董監事暨重要職員責任保險  
**E066 專利權/著作權除外不保附加條款**

就任何直接或間接基於、肇因於或可歸因於任何實際或被指控抄襲或侵害專利權或著作權之**損失**，**本公司**不負賠償責任。

菁英三號董監事暨重要職員責任保險  
**E069 特定持股比例股東除外不保附加條款—無勸誘行為**

就任何直接或間接基於、肇因於或可歸因於由持有或控制**被保險公司**[填寫百分比%]或以上已發行股份之任何人或代其所提出之任何**賠償請求**之**損失**，**本公司**不負賠償責任。  
惟上述股東所提出之**賠償請求**，其提起與持續進行係完全獨立且完全沒有來自任何**被保險人**或**被保險公司**之勸誘、協助、積極參與或干預者，本除外不保附加條款不適用之。

菁英三號董監事暨重要職員責任保險  
**E080 產品責任除外不保附加條款**

針對直接或間接基於、肇因於或可歸因於任何產品之不作用或作用所為之任何**賠償請求**或**調查**，**本公司**就相關**損失**不負賠償責任。

菁英三號董監事暨重要職員責任保險  
**E081 專業服務除外不保附加條款—承保監督管理疏失**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

就任何直接或間接基於、肇因於或可歸因於**被保險公司**或**被保險人**提供或計畫提供專業服務予任何人，或與其相關之行為、錯誤或不作為所生之**損失**，**本公司**不負賠償責任。

惟單純基於或肇因於任何指控**被保險人**未能監督提供專業服務之受僱人所提出任何**賠償請求**之**損失**，本附加條款不予適用。

本附加條款未約定事項悉依本保險單約定辦理。

菁英三號董監事暨重要職員責任保險  
**E115 法人董監事擴大承保附加條款**

本保險單第 2.4 條「**董監事或重要職員**」之名詞定義擴大包含下述**法人董監事**：  
「**法人董監事**」係指法人股東依中華民國公司法第二十七條第一項之規定，當選為**被保險公司**及/或其**外部組織**之董事或監察人，並指定自然人代表其行使於**被保險公司**及/或其**外部組織**之董事或監察人之職務。

菁英三號董監事暨重要職員責任保險  
**E117 自負額免除附加條款**

倘終局判決判定(無論係在審判前或後)全數**被保險人**及/或**被保險公司**均無需負擔責任，或無條件自行撤回訴訟或依規定撤回請求，並非以任何**被保險人**及/或**被保險公司**之付款作為對價者，則自負額將不適用於任何**抗辯費用**或**法律代理費用**。

菁英三號董監事暨重要職員責任保險  
**E014 共保附加條款**

本保險單中提及**本公司**時，視為指下列共同保險人。但其各自僅以下述承保比例為限負其責任。每一共同保險人僅負個別責任而非共同連帶責任，所負責任僅限於各自承擔之比例。若有一共同保險人未履行其全部或部分義務時，不論其理由為何，其他共同保險人對該共同保險人承保之比例不負責任。首席保險人(下列第一位共同保險人)業經其他共同保險人授權，代表其簽署本保險單與附加條款。

菁英三號董監事暨重要職員責任保險  
**E067 給付及餽贈除外不保附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
就直接或間接基於、肇因於或可歸因於下列事由之**損失**,本公司不負賠償責任:

- (i) 對任何專職或兼職之國內或國外的公務員、代理人、代表、受僱人、其家族成員或其關係企業所為或為其利益所為之給付、佣金、餽贈、利益、或任何其他贈與;或
- (ii) 對任何專職或兼職之國內或國外的公務員、代理人、代表、受僱人、或**被保險公司**之客戶或潛在客戶、其家族成員或其關係企業(根據被保險公司所在地之管轄權內規範前開事項之相關法律、章程或其他法規之定義範圍內,包含其任何重要職員、董監事、代理人、所有權人、合夥人、代表人、主要股東或受僱人)之成員、或**被保險人**所為或為其利益所為之給付、佣金、餽贈、利益、或任何其他贈與;或
- (iii) 國內或國外之政治獻金。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英三號董監事暨重要職員責任保險**  
**E077 特定日前之行為除外不保附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

本保險單僅就發生於[填寫日期]後及保險期間終止前之**錯誤行為**衍生之**賠償請求**或行為導致之**調查**所產生之**損失**,予以承保。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英三號董監事暨重要職員責任保險**  
**E083 專業服務除外不保附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

就任何直接或間接基於、肇因於或可歸因於**被保險公司**或**被保險人**提供或計畫提供專業服務予任何人,或與其相關之行為、錯誤或不作為所生之**損失**,本公司不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英三號董監事暨重要職員責任保險**  
**E106 共用責任限額附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限制及除外不保事項有不同規定者外):  
本公司就針對所有**被保險人**提出之所有**賠償請求**之所有**損失**,在本保險單與[填寫保險單號碼]保險單涉及之所有承保範圍內,所應負之合併累積責任限額為美金[填寫責任限額]元。

本附加條款不應解釋為提高**承保明細表**第三項所列之累積責任限額。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英三號董監事暨重要職員責任保險**  
**E006 破產/失去清償能力除外不保附加條款 - 一般條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
雙方約定並同意本公司就任何基於、肇因於或可歸因於下列事項所提起之相關賠償請求或調查不負賠償責任:

- (i) 被保險公司破產、失去清償能力、被接收、重整、解散或被接管(無論是自願或非自願);或
- (ii) 任何錯誤行為直接或間接,導致或造成被保險公司一部或全部之破產、失去清償能力、清算、被接收或被接管(無論自願性或非自願性)。

**菁英三號董監事暨重要職員責任保險**  
**E101 特定事件除外不保附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

就任何直接或間接基於、肇因於或可歸因於與[填寫特定之除外不保事件]相關之**賠償請求**或**調查**所生之**損失**,本公司不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英三號董監事暨重要職員責任保險**

### E015 視為被保險公司之從屬公司附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):基於本保險單適用目的, [填寫公司名稱]自[填寫日期]起, 視為**承保明細表**第一項所列**被保險公司**之從屬公司。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E099 特定組織除外不保附加條款 - 提起或遭受賠償請求

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

任何對於[填入特定公司名稱及其從屬公司]或其**董監事**或**重要職員**或受僱人基於在該特定組織之職位遭受任何**賠償請求**或**調查**, 本公司就相關**損失**不負賠償責任。

此外, 任何直接或間接由[填入特定公司名稱及其從屬公司]或其**董監事**或**重要職員**或受僱人所提起或代其提起之任何**賠償請求**, 本公司就相關**損失**不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E129 保險單特殊終止附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):本保險單增訂第8條「終止」之規定如下:

#### 8. 終止

本保險單得因下列事由之一而終止:

8.1 當本公司有下列情形時, **承保明細表**第一項所列第一順位之公司得終止本保險單:

- (i) 完全中止對於董監事暨重要職員責任保險之出單業務或正式公告擬中止該業務;
- (ii) 將依命令或依決議解散, 或已正式提出解散安排之方案;
- (iii) 在台灣經營保險業務之許可經主管機關撤銷; 或
- (iv) 經標準普爾公司調降評等至[填寫信用評等]以下。

倘本保險單先前並無任何**賠償請求**、**調查**或曾通知本公司任何可能造成**賠償請求**之情事, 本公司將按比例退還未滿期保險費。倘本保險單有任何**賠償請求**、**調查**或曾通知本公司任何可能造成**賠償請求**之情事, 終止時未滿期保險費將不予退還。

8.2 本公司得因**被保險公司**未支付保險費而終止本保險單。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E078 新收購從屬公司溯及承保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):即使本保險單定義第2.30條及擴大承保第7.1條另有規定, 本保險單就發生於[填寫公司名稱]成為**從屬公司**之前, 其**董監事**、**重要職員**或受僱人之**錯誤行為**所致之**賠償請求**, 不排除於承保範圍。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E084 專業服務除外不保附加條款—承保股東訴訟

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

就任何直接或間接基於、肇因於或可歸因於**被保險公司**或**被保險人**提供或計畫提供專業服務予任何人, 或與其相關之行為、錯誤或不作為所生之**損失**, 本公司不負賠償責任。

惟單純基於或肇因於任何指控**被保險人**未能監督提供專業服務之受僱人, 而由**被保險公司**股東或代其所提出任何**賠償請求**之**損失**, 本附加條款不予適用。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

### E063 外部董事擴大承保附加條款—列舉額外承保之公司

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
本保險單之承保範圍應依據第 7.5 條外部董事之擴大承保條款,擴大及於下列公司:

- 1.
- 2.

就本附加條款及第 7.5 條外部董事之擴大承保條款所承保之所有損失,本公司所負之最高累積責任限額為美金[填寫金額]元。此一附屬限額為**承保明細表**第三項所列之累計責任限額的一部分,而非另外計算。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E144 修改外部組織定義附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
本保險單第 2.19 條「外部組織」之名詞定義完全刪除而為下述約定所取代:

「外部組織」係指任何非從屬公司且其有價證券並未在美國認何交易所掛牌之組織,惟倘該組織已為本保險單附加條款所列明者,不在此限。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E036 金融機構業務除外不保附加條款—承保監督疏失

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
就直接或間接基於、肇因於或可歸因於**被保險公司**或**被保險人**提供或計畫提供專業服務、商品予任何人,或被指控因與下列範圍相關之行為、錯誤或應作為而不作為所造成之損失,本公司不負賠償責任。該專業服務之範圍包括但不限於:經紀人、自營商、財務顧問、投資顧問、投資銀行、投資經理人、清算代理人、保險經紀人、不動產共同投資發起人所提供之服務;或被保險公司信託部門所提供之服務,或個人、合夥、公司組織或政府組織之受託管理人、其他受託人或代理人所提供之服務;或任何與上述服務有相同功能者;或任何其他專業服務。

惟本除外不保附加條款不適用於**被保險人**被指控對於前開提供或未能提供專業服務者疏於監督管理,所遭受任何股東代位或股東集體訴訟之賠償請求。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E120 洗錢除外不保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

A. 第 2 條定義增訂下列事項:

2.34 「洗錢或相關金融犯罪」,其定義與任何法令、法律、規則、法規、國際公約、慣例或協議,針對有關非法現金流通或通貨交易所為之定義(或針對相同犯罪行為所為之定義)相同。

B. 第 3 條除外不保事項增訂下列事項:

3.11 基於、肇因於或可歸因於任何實際或被指控之洗錢或相關金融犯罪。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E134 投資銀行業務除外不保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
就任何賠償請求或調查係基於、肇因於或可歸因於任何**投資銀行業務**者,包括但不限於與該等業務相關之任何必要揭露事項,本公司就相關損失不負任何賠償責任。

「投資銀行業務」包含承銷、聯貸、聯合承銷或行銷任何與下述相關之有價證券或合夥利益:任何實際上、被指稱或被威脅為合併、併購、出脫股權或撤資、公開收購、委託書徵求、融資購併、民營化、自願或非自願重整、資本結構重組、資本重估、分割、初級或次級市場之有價證券發行(不論為公開發行或私募)、處分或出售某企業全部或主要部分之資產或股權、為任何企業或組織增資或籌資之行為、任何證券經紀商或自營商以本身帳戶為購買或出售有價證券、任何**被保險人**身為有價證券之業務員或為市場造市業務所從事之行為(包含未成功之造市業務)、或與上述相關之任何必要揭露事項。**投資銀行業務**亦包括針對任何上述行為所提供提議或建議,或提供書面意見。

本附加條款未約定事項悉依本保險單約定辦理。

菁英三號董監事暨重要職員責任保險  
E017 債權人賠償請求除外不保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):就任何直接或間接基於、肇因於或可歸因於**被保險公司**、**外部組織**或**非營利組織**之任何債權人、接管人、清算人、破產管理人或其他外部監管人,根據任何聯邦、州、領土或地方法規或權利所提起**賠償請求之損失**,本公司不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

菁英三號董監事暨重要職員責任保險  
E006A 破產/失去清償能力/債權人除外不保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):就任何基於、肇因於或可歸因於以下事由之**賠償請求**或**調查**的損失,本公司不負賠償責任。

- (i) **被保險公司**破產、失去清償能力、清算、被接收或被接管(無論自願性或非自願性);或
- (ii) 任何**錯誤行為**直接或間接,導致或造成**被保險公司**一部或全部之破產、失去清償能力、清算、被接收或被接管(無論自願性或非自願性);或
- (iii) 由**被保險公司**或**外部組織**或**非營利組織**之債權人、接管人、清算人、破產管理人或其他外部監管人所提出。

本附加條款未約定事項悉依本保險單約定辦理。

菁英三號董監事暨重要職員責任保險  
E071 保險期間延長附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):經支付額外保險費 **[填入金額]**元為對價,承保明細表第二項茲修正如下:

保險期間:自:**[填入原保險期間開始日期]**

至:**[填入經延長之保險期間之屆滿日]**

首末日皆計入,並以承保明細表第1項主營業所地址之標準時間為準。

本公司依條件第4.1條約定之就所有損失之最高累積責任限額應維持不變。

本附加條款未約定事項悉依本保險單約定辦理。

菁英三號董監事暨重要職員責任保險  
E127 外部董事擴大承保附加條款-除外適用

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):本保險單第7.5條外部董事之擴大承保內容完全刪除並以下列規定取代:

7.5 外部董事之擴大承保

- (i) 本保險單之承保範圍(符合承保範圍、本保險單之其他條款、條件及累積責任限額之情況下)擴大及於在**被保險公司**之**董監事**或**重要職員**,其依**被保險公司**之特別要求:
  - (a) 於**保險期間**開始時或之前,擔任任何**外部組織**之**董監事**或**重要職員**;或
  - (b) 於**保險期間**內,成為任何**外部組織**之**董監事**或**重要職員**,  
但僅限於該**被保險公司**之**董監事**或**重要職員**於**外部組織**擔任該職位時所為之**錯誤行為**。
- (ii) 本保險單之承保範圍亦(符合承保範圍、保險單之其他條款、條件及累積責任限額之情況下)擴大及於在**被保險公司**之特別要求下之**被保險公司**之**董監事**或**重要職員**,其擔任任何**非營利組織**之**董監事**、**重要職員**、受託人、主管或其他相當職位之人員,但僅限於該**被保險公司**之**董監事**或**重要職員**於**非營利組織**擔任該職位時所為之**錯誤行為**。
- (iii) 上述第7.5(i)或7.5(ii)條承保範圍,僅就**損失**超過該**外部組織**或**非營利組織**所能補償的部份,負賠償責任。
- (iv) 上述第7.5(i)或7.5(ii)條承保範圍,僅就**損失**超過該**外部組織**或**非營利組織**及其**董監事**暨**重要職員**之任何有效**董監事**暨**重要職員**責任保險承保的部分,負賠償責任。
- (v) 如該保險係**本公司**或任何安達集團成員承保者(或將承保理賠,除非因屬自負額範圍或已達責任限額而未理賠),則本擴大承保條款所有**損失**之累積責任限額,應扣除其他安達集團成員已償付該**外部組織**、**非營利組織**及其**董監事**和**重要職員**之

金額。惟本 7.5 (v) 條之規定不適用於[填寫外部組織名稱]。

- (vi) 如於保險期間內，有本擴大承保條款所承保之被保險公司之董監事或重要職員，停止擔任外部組織或非營利組織之職位（或非依被保險公司要求而擔任該職位者），本保單就前述人士於擔任該外部組織或非營利組織時之錯誤行為仍繼續承保（符合其他條款與條件之情況下）。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英三號董監事暨重要職員責任保險

#### E015A 視為被保險公司之外部組織附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：基於本保險單適用目的，[填寫公司名稱]自[填寫日期]起，視為承保明細表第一項所列被保險公司之外部組織。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英三號董監事暨重要職員責任保險

#### E070 藥物除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：就任何基於、肇因於或可歸因於任何藥物之無作用、作用、副作用或交互作用之賠償請求相關之直接或間接損失，本公司不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英三號董監事暨重要職員責任保險

#### E147 信評調降附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：本保險單增訂第 8 條「終止」之規定如下：

#### 8. 終止

當本公司有下列情形之一時，承保明細表第一項所列第一順位之公司得終止本保險單：

- (i) 完全中止對於董監事暨重要職員責任保險之出單業務或正式公告擬中止該業務；
- (ii) 將依命令或依決議解散，或已正式提出解散安排之方案；
- (iii) 主管機關撤銷經營保險業務之許可；或
- (iv) 信用評等或集團母公司之信用評等，經標準普爾、A.M. Best 或惠譽調降至[填寫信用評等]以下，或經穆迪調降至[填寫信用評等]以下。

倘本保險單先前並無任何賠償請求、調查或曾通知本公司任何可能造成賠償請求之情事，本公司將按日數比例退還未滿期保險費。

倘根據上述(a)至(d)以外之任何其他事由為終止，且本保險單先前並無任何賠償請求、調查或曾通知本公司任何可能造成賠償請求之情事，本公司將根據短期費率表約定之費率退還未滿期保險費。

倘本保險單有任何賠償請求、調查或曾通知本公司任何可能造成賠償請求之情事，終止時未滿期保險費將不予退還。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英三號董監事暨重要職員責任保險

#### E148B 繼續承保附加條款

本保險單第 7.8 條繼續承保內容完全刪除並以下列規定取代：

#### 7.8 繼續承保

本保險單擴大承保被保險人就任何賠償請求或調查，未能及時依本公司及/或其他公司先前核發之董監事暨重要職員責任保險通知本公司，但於本保險期間或發現期間（如有適用）內通知本公司，並符合下列規定者：

- (i) 對於前述賠償請求或調查（下稱「先前事件」），無任何詐欺、不揭露或不實陳述之情形；且
- (ii) 被保險人在首次知悉先前事件前，至本保險單開始生效日止，被保險人已投保本公司之董監事暨重要職員責任保險，且保險期間從未中斷；且
- (iii) 本擴大承保條款提供之保障將以被保險人首次知悉先前事件當時有效保險單之條款、條件、除外不保事項及限制（包括承保範圍、承保明細表、責任限額及自負額）為依據；惟以該當時有效之保險單就前述賠償請求所提供之保障，不超過本保險單所提供者為限。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英三號董監事暨重要職員責任保險**  
**E018B 重大情事附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項為不同規定外）：

**附加承保範圍：**

本保險單之承保範圍擴大及於為**被保險公司**支付其於**保險期間**內因首次發生之**重大情事**所致之所有**重大情事損失**。

**名詞定義：**

在本附加條款下，所使用之名詞定義如下：

「**重大情事**」係指：

- (1) 任何非**被保險人**及/或非**被保險公司**或非代表**被保險人**及/或非代表**被保險公司**之個人或組織，以公開或私下方式向**被保險公司**之**董監事**或**重要職員**，所為敵意或強行購併之出價或要約，使**被保險公司**全部或大部分之資產為其他組織、個人、組織團體或個人團體所收購或購買而被合併。
- (2) 基於**被保險公司**財務長合理意見，**被保險公司**股價重大變動係由任何下列事件所導致或可能由其導致：
  - (i) 發布**被保險公司**有債務不履行情事或有意不履行債務之公開訊息；
  - (ii) 發布**被保險公司**進行或有意進行債務重整之公開訊息；
  - (iii) 發布**被保險公司**有延遲給付，或已決定不給付，或有意延遲或不給付預定發放之股利之公開訊息；
  - (iv) 發布**被保險公司**員工過剩或將裁員之公開訊息；
  - (v) 發布**被保險公司**有一位或一位以上高階經理人員死亡、辭職、中止僱用或解聘之公開訊息；
  - (vi) 發布**被保險公司**或第三人已申請或有意申請結束公司營運之公開訊息；
  - (vii) 發布**被保險公司**已遭遇或可能遭遇訴訟、監理或政府程序之公開訊息；
  - (viii) 發布下列情事之公開訊息：
    - (i) **被保險公司**流失重要的客戶或顧客；
    - (ii) **被保險公司**喪失其為一方當事人之重要合約；
    - (iii) **被保險公司**非預期地喪失商標、著作權或專利權；
  - (ix) 發布**被保險公司**已經或被指控對人身造成體傷、生病、疾病、死亡、精神傷害，或對實體財產造成損害或破壞，包括使其無法使用，而導致或可能導致對**被保險公司**提出之集體訴訟或代表訴訟之公開訊息；
  - (x) 發布**被保險公司**於特定期間之實際或預期收入或營業額遠較下列任一數額為低之公開訊息：
    - (i) **被保險公司**前一年度同期之收入和營業額；
    - (ii) **被保險公司**先前就該特定期間之收入或營業額所發布之公開訊息或預測；
    - (iii) 非由**被保險公司**所僱用、任用或聘用之證券經紀商、基金經理人、投資顧問或其他證券分析師所公布之**被保險公司**之任何收入或營業額預測；
  - (xi) 發布**被保險公司**非預期地收回或延遲生產重要產品之公開訊息
  - (xii) 發布**被保險公司**修正先前提供予相關單位之財務報告之公開訊息；
  - (xiii) 發布**被保險公司**已經或有意銷除20%或20%以上之資產之公開訊息。

「**重大情事損失**」係指於**重大情事**期間或於預期**重大情事**發生前 90 天內所產生之合理必要費用。不論**被保險人**或**被保險公司**是否確實因**重大情事**受到賠償請求，或於受賠償請求時，不論該費用發生時點係先於或後於任何賠償請求。「**重大情事損失**」係關於下列各項之支出：

- (1) **重大情事**危機管理人提供**被保險公司**與**重大情事**相關之**重大情事**危機管理服務之酬金及費用。
- (2) 因處理承保之**重大情事**，任何**被保險人**或**被保險公司**代理人所需之差旅費用。
- (3) 因處理承保之**重大情事**所產生之廣告文宣、印刷或郵寄之費用。

「**重大情事危機管理人**」係指由**被保險公司**所延聘，就**重大情事**提供**重大情事危機管理服務**之任何危機管理人、公共關係顧問、律師、會計師、證券經紀商、投資顧問或其他個人或組織；

「**重大情事危機管理服務**」係指**重大情事危機管理人**為避免或減少**被保險公司**因**重大情事**所致之任何實質或潛在負面影響或結果，而對**被保險公司**所提供之所有諮詢或服務；

「**被保險公司股價重大變動**」係指**被保險公司**之股價，依照其掛牌上市之當地國家之證券交易所普通股股價指數為評量標準，其每股股價於 48 小時內跌幅至少超過股價指數變動之 10%。

本附加條款所稱**重大情事**不包括：

- (1) 於本保險單生效日前發生之任何法律程序或其他程序；
- (2) 於本保險單生效日前，任何已依其他現存或已失效之保險單為通知之任何事實、情況、行為、不作為或**賠償請求**；
- (3) **被保險人**於本保險單生效日前已知悉，任何可能導致**賠償請求**之事實、情況、行為或不作為；
- (4) 因**污染**有關之任何身體傷害、財物損害、費用、成本、損失、責任或法律上責任，包括肇因或可歸因於**污染**之股東或代位**賠償請求**所致者。

**除外不保事項：**

在本附加條款下，本保險單除外不保事項第3.7項及第3.8項不適用而予以刪除。

**條件：**

在本附加條款下，應適用下列條件：

- (a) 就本附加條款所承保，因**重大情事**而產生之所有**重大情事損失**，**本公司**所負之最高累積責任限額為美金[填寫金額]元（**重大情事**責任限額）；此一附屬責任限額係外加於**承保明細表**第三項所列之累積責任限額。
- (b) **被保險公司**就本附加條款承保之任何**重大情事損失**毋須支付任何自負額；
- (c) **被保險公司**就**重大情事損失**支出費用毋須事先取得**本公司**書面同意；
- (d) **被保險公司**應於**重大情事**首次發生之日起30天內以書面通知**本公司**；
- (e) **重大情事**開始於**被保險公司**之任一**董監事**或**重要職員**首次知悉**重大情事**之日起，終止於**重大情事**責任限額已耗盡或**重大情事危機管理人**通知**重大情事**已告結束時，兩者以較早發生者為準。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險 E027B 公司僱傭行為賠償責任附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

#### 1. 承保範圍之擴大

本公司將為被保險公司支付，就被保險公司在生效日後於保險期間或發現期間（如有適用）內，首次被指控有僱傭上錯誤行為而遭受賠償請求之所有損失。

#### 2. 定義

於本附加條款下：

- (a) "生效日"係指[填寫日期]。
- (b) "自負額"係指本附加條款條件第 4(b)項所列之金額。
- (c) "僱傭行為持續日"係指下列之時間點中較早者：
  - (1) 本附加條款之生效日，或
  - (2) 本公司首次承保被保險公司之僱傭行為之生效日，且至本附加條款之生效日仍持續有效者。
- (d) 定義第 2.11 條有關被保險人之定義應包含被保險公司在內，惟僅限對該被保險公司因僱傭上錯誤行為之賠償請求者。

#### 3. 除外不保事項

於本附加條款下，與下列任何賠償請求或調查相關之損失，本公司不負賠償責任：

- (a) 基於、肇因於或可歸因於被保險公司僱傭上錯誤行為，而該行為係發生於僱傭行為持續日之前者；



(b) 基於、肇因於或可歸因於被保險公司於明示的僱傭契約或協議下應負之賠償責任，除非在該僱傭契約或協議不存在的情況下，被保險公司亦須負賠償責任者。

#### 4. 條件

於本附加條款下，應適用以下條件：

(a) 就本附加條款所承保，因被保險公司之僱傭上錯誤行為而導致之所有賠償請求，本公司所負之最高累積責任限額為美金[填寫金額]元；此一附屬限額為承保明細表第三項所列之累計責任限額的一部分。

(b) 本公司就本附加條款承保範圍，僅須就超過自負額部份之損失負賠償責任：

(i) 任一在美國法院管轄範圍內之賠償請求或在美國和解之賠償請求，其自負額為美金[填寫金額]元。

(ii) 任一在美國以外地區之賠償請求，其自負額為美金[填寫金額]元。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險 E030B 公司有價證券賠償請求附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

#### 1. 承保範圍之擴大

本保險單擴大承保被保險公司在生效日後，於保險期間或發現期間（如有適用）內，首次因其被指控有錯誤行為而遭受任何有價證券賠償請求之損失之[填寫數額]%，由本公司為被保險公司支付。

[但其餘[填寫數額]% 之損失應由被保險公司自行負擔且未承保。]

#### 2. 定義

於本附加條款下：

(a) 生效日為[填寫日期]。

第 2.11 條「被保險人」之定義於應包含被保險公司在內，但僅限於有價證券賠償請求。

2.2 定義第 2.15 條損失修改如下：

2.15 「損失」係指

- (i) 被保險人就賠償請求，於在法律上應負擔之任何損害賠償、裁決金額或和解金額；及
- (ii) 抗辯費用；及
- (iii) 引渡保釋保證金費用；及
- (iv) 引渡危機處理費；及
- (v) 法律所允許承保之加重損害賠償及懲罰性或懲戒性之損害賠償，但不包括於僱傭上錯誤行為有關之賠償責任（惟該但書不包括僱傭上錯誤行為之誹謗賠償請求）。

「損失」不包括

- (i) 法律規定之罰金或罰鍰或其他依法不得承保之任何事故；或
- (ii) 稅金或與稅金有關之應支付款項；或
- (iii) 任何性質之員工福利，包括但不限於提供長期服務金、資遣費、獎金、股票或股票選擇權、公司代步車、旅遊津貼、教育及訓練補助、住房補助、醫療或牙醫費用、手機或其他電話費用等。

2.3 有價證券賠償請求係指於下列情形，被保險公司被指稱違反任何國家之證券法律之任何賠償請求：

- (i) 由任何個人或組織指控、肇因於、基於或可歸因於被保險公司有價證券之購買、出售、出售之要約或要約之引誘；或
  - (ii) 由被保險公司有價證券之持有人，直接或代被保險公司提起者。
- 有價證券賠償請求不包括僱傭上錯誤行為被指控或肇因於股票或股票選擇權之損失，或未能收到股票或股票選擇權。

2.4 本保險契約第 2.33 條「錯誤行為」之定義修改如下：

「錯誤行為」係指

- (i) 被保險人於擔任被保險公司、其外部組織或非營利組織之董監事、重要職員或其他受僱人職務時，任何實際或被指稱有背信、錯誤、不作為、不實陳述、誤導性陳述、過失或違反義務；或

- (ii) 被保險人於擔任以上職務時，任何實際或被指控之僱傭上錯誤行為而被請求；或
- (iii) 被保險人單純因擔任被保險公司或其外部組織或非營利組織之董監事或重要職員而被請求之情事；或
- (iv) 被保險公司實際或被指控背信、錯誤、不作為、不實陳述、誤導性陳述、過失、違反義務或違反被保險公司擔保責任，但僅與有價證券賠償請求有關者為限。

### 3. 除外不保事項

於本附加條款下，本保險單第 3 條除外不保事項增訂下列事項：

3.11 基於、肇因於或可歸因於下述情形：

- (vi) 書面請求；或
- (vii) 起訴；或
- (viii) 判決；或
- (ix) 業經報告可能引起賠償請求之情況；或
- (x) 訴訟或其他正在進行之程序。

對被保險人於生效日前請求者。

3.12 基於、肇因於或可歸因於曾為、現為或將成為承保明細表第一項所列公司之財務長、執行長、常務董事/執行業務董事或董事長之任何人之任何行為，經任何法院確定之判決或宣告，認定其係基於故意欺騙，且對於系爭案件之判定有決定性的；

3.13 基於、肇因於或可歸因於對被保險公司之刑事、行政、監理或懲戒程序或調查行為；

3.14 基於、肇因於或可歸因於被保險公司違反任何被保險公司本身或代其提出或提供之擔保、保證或聲明，且倘使被保險公司本身沒有疏失或未缺乏合理注意，仍然因為該違反行為而被起訴者；

3.15 基於、肇因於或可歸因於任何對被保險公司就任何公司之有價證券給付為不適當或不公平之價格或對價之指控，惟此一除外不保事項並不適用於抗辯費用。

### 4. 條件

(i) 為免滋生疑義，本附加條款並未增加本公司就所有於本保險單承保範圍內，對所有被保險人提起之所有賠償請求所生所有損失之累積責任限額（包括對被保險公司之有價證券賠償請求），累積責任限額以承保明細表第三項所列之金額為限。

(ii) 承保明細表第四項增訂下列部分：

有價證券賠償請求：

- (i) 在美國法院管轄範圍內或在美國和解之有價證券賠償請求：美金[填寫金額]元。
- (ii) 在美國以外地區之有價證券賠償請求：美金[填寫金額]元。

### 5. 可分割性

於本附加條款下，第 6 條要保書之揭露及可分割性增訂下列事項：

為確定本附加條款之承保範圍，僅有承保明細表第一項所列公司之財務長、執行長、常務董事/執行業務董事或董事長所為之聲明或持有之資訊，始能被援引對抗被保險公司。

本附加條款未約定事項悉依本保險單約定辦理。

## 菁英三號董監事暨重要職員責任保險

### E121 外部董事之擴大承保附加條款—列舉額外承保之組織

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：依照本保險單第 7.5 條「外部董事之擴大承保」之規定，本附加條款針對以下列舉之公司，自[填寫日期]起擴大承保範圍：

#### 1. [填寫組織名稱]

本附加條款之承保範圍，應為[填寫組織名稱]所投保、其責任限額必須維持在至少美金[填寫金額]元之董監事責任保險的超額保險。

本附加條款僅承保[填寫組織名稱]所投保前述董監事責任保險承保範圍內之損失；且僅就超過前述保險單應付金額範圍之損失，負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E144A 修改外部組織定義附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
本保險單第 2.19 條「外部組織」之名詞定義完全刪除而為下述約定所取代:

「外部組織」係指任何組織:

- (i) 非從屬公司;且
- (ii) 其有價證券並未在美國任何交易所掛牌;且
- (iii) 依被保險公司特別要求指派擔任其董監事或重要職員或執行管理或監督職務之受僱人之組織。

惟倘該組織已為本保險單附加條款所列明者,不在此限。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E152 修改外部董事之擴大承保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項為不同規定外):  
本保險單第 7.5 條「外部董事之擴大承保」內容完全刪除並以下列規定取代:

##### 7.5 外部董事之擴大承保

- (i) 本保險單之承保範圍(符合承保範圍、本保險單之其他條款、條件及累積責任限額之情況下)擴大及於在被保險公司之董監事或重要職員或執行管理或監督職務之受僱人,其依被保險公司之特別要求:
  - (a) 於保險期間開始時或之前,擔任任何外部組織之董監事或重要職員或執行管理或監督職務之受僱人;或
  - (b) 於保險期間內,成為任何外部組織之董監事或重要職員或執行管理或監督職務之受僱人,

但僅限於該被保險公司之董監事或重要職員或執行管理或監督職務之受僱人於外部組織擔任該職位時所為之錯誤行為。

- (ii) 本保險單之承保範圍亦(符合承保範圍、保險單之其他條款、條件及累積責任限額之情況下)擴大及於在被保險公司之特別要求下之被保險公司之董監事或重要職員或執行管理或監督職務之受僱人,其擔任任何非營利組織之董監事、重要職員、執行管理或監督職務之受僱人、受託人、主管或其他相當職位之人員,但僅限於該被保險公司之董監事或重要職員或執行管理或監督職務之受僱人於非營利組織擔任該職位時所為之錯誤行為。
- (iii) 上述第 7.5 (i) 或 7.5 (ii) 條承保範圍,僅就損失超過該外部組織或非營利組織所能補償的部份,負賠償責任。
- (iv) 上述第 7.5 (i) 或 7.5 (ii) 條承保範圍,僅就損失超過該外部組織或非營利組織及其董監事暨重要職員或執行管理或監督職務之受僱人之任何有效董監事暨重要職員責任保險承保的部分,負賠償責任。如該保險係本公司或任何安達集團成員承保者(或將承保理賠,除非因屬自負額範圍或已達責任限額而未理賠),則本擴大承保條款所有損失之累積責任限額,應扣除其他安達集團成員已償付該外部組織、非營利組織及其董監事和重要職員或執行管理或監督職務之受僱人之金額。

如於保險期間內,有本擴大承保條款所承保之被保險公司之董監事、重要職員或執行管理或監督職務之受僱人,停止擔任外部組織或非營利組織之職位(或非依被保險公司要求而擔任該職位者),本保險單就前述人士於擔任該外部組織或非營利組織時之錯誤行為仍繼續承保(符合其他條款與條件之情況下)。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險

#### E153 修改保險單 3.9 條附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項為不同規定外):  
本保險單第 3.9 條內容完全刪除並以下列規定取代:

3.9 在美國境內,外部組織、非營利組織、或任何該外部組織或非營利組織之董監事、重要職員、受託人、主管或其他相似職位之人員,對被保險人提出之賠償請求;惟本除外不保事項不適用於:

- (i) 指稱有僱傭上錯誤行為之賠償請求;或

- (ii) 任何代表**外部組織**提出或進行之股東訴訟，且無任何**被保險人、外部組織之董監事、重要職員、受託人、主管或其他相似職位人員**勸誘或參與之情形；或
- (iii) 請求分攤責任或補償之**賠償請求**，但限於該**賠償請求**係因本保險單所承保之其他**賠償請求**直接導致者；或
- (iv) 任何由清算人、破產管理人或其他外部監管人代表**外部組織**所提出之**賠償請求**，且無任何**被保險人、外部組織之董監事、重要職員、受託人、主管或其他相似職位人員**勸誘或參與之情形；或
- (v) **抗辯費用**。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險 E154 修改 2.15 損失定義附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項為不同規定外）：  
本保險單第 2.15 條內容完全刪除並以下列規定取代：

2.15 「**損失**」係指：

- (i) **被保險人就賠償請求**，於法律上應負擔之任何損害賠償、裁決金額或和解金額；及
- (ii) **抗辯費用**；及
- (iii) **法律代理費用**；及
- (iv) **引渡保釋保證金費用**；及
- (v) **引渡危機處理費**；及
- (vi) 法律所允許承保之加重損害賠償及懲罰性或懲戒性之損害賠償，但不包括與**僱傭上錯誤行為**有關之賠償責任（惟該但書不包括**僱傭上錯誤行為**之**誹謗賠償請求**）；

**損失**不包括：

- (i) 法律規定之罰金或罰鍰或其他依法不得承保之任何事故；或
- (ii) 稅金或與稅金有關之應支付款項；或
- (iii) 任何性質之員工福利，包括不限於提供長期服務金、資遣費、獎金、股票或股票選擇權、公司代步車、旅遊津貼、教育和訓練補助、住房補助、醫療或牙醫費用、手機或其他電話費用等。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險 E156 特殊約定事項附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：  
就**被保險公司**於**保險期間**因變更續保日期而終止本保險單，倘本保險單並無任何**賠償請求、調查**或曾通知**本公司**任何可能造成**賠償請求**之情事，**本公司**將按日數比例退還未滿期保險費。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險 E160 修改保險單第 4.2 條自負額附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：  
本保險單第 4.2 條內容完全刪除並以下列規定取代：

4.2 **自負額**

- (i) **承保明細表**第四項所列自負額不適用於**無法獲得補償之損失**。自負額應由**被保險公司**負擔且**本公司**就自負額內因**賠償請求**所生之**損失**，不負賠償責任。若單一**賠償請求**或**調查**適用一個以上自負額規定，而該**賠償請求**或**調查**係因單一行為或一連串相關行為所導致，則僅適用最高之自負額之規定。
- (ii) 就任何**賠償請求**，在**被保險公司**被允許或依法有義務賠付**被保險人**之情況及限度內，或依法未禁止其賠付**被保險人**之情況及限度內，自負額應由**被保險公司**負擔。若**被保險公司**就**無法獲得補償之損失**以外之損失未能或拒絕補償**被保險人**時，**本公司**將依本保險單之規定支付**被保險人**該等損失，**被保險公司**應支付該自負額予**本公司**。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險 E126C 保險單終止或解除附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單增訂第8條終止或解除之規定如下：

**8. 終止或解除**

本保險單得因下列事由之一而終止或解除：

- (i) 本公司因被保險公司未在合理期間內支付保險費而立即解除；
- (ii) 因本公司收到承保明細表第一項所列第一順位之公司之書面通知而終止。
- (iii) 由本公司與承保明細表第一項所列第一順位之公司合意後終止。

若本保險單基於上述事由而終止，且本保險單先前並無任何賠償請求、調查或曾通知本公司任何可能造成賠償請求之情事，本公司將依短期費率退還未滿期保險費；若有前述情事，則保險費將不予退還。

本附加條款未約定事項悉依本保險單約定辦理。

菁英三號董監事暨重要職員責任保險

**E149 修改被保險人定義附加條款(包含重整人重整監督人)**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

本保險單定義2.11「被保險人」條內容完全刪除並以下列規定取代：

2.11「被保險人」係指任何自然人曾為、現為或即將成為下列之人者：

- (i) 董監事或重要職員；或
- (ii) 因擔任被保險公司之董監事、重要職員或受僱人而成為任何公司之幕後董事者；或
- (iii) 被保險公司之受僱人；或
- (iv) 董監事或重要職員於喪失行為能力、失去清償能力或破產時，其法定代理人或破產管理人；或
- (v) 董監事或重要職員之合法配偶，惟僅限於該賠償請求係因該董監事或重要職員之錯誤行為而生者；或
- (vi) 在賠償請求所根據之錯誤行為發生時擔任被保險公司董監事或重要職員，其死亡後之遺產繼承人、遺產管理人或遺囑執行人；或
- (vii) 被保險公司為員工福利所設置之年金、退休金或員工福利基金之受託人；或
- (viii) 被保險公司之重整人或重整監督人，

惟被保險人不包含外部稽核人員。

本附加條款未約定事項悉依本保險單約定辦理。

菁英三號董監事暨重要職員責任保險

**E150 退休重整人或重整監督人擴大承保事項附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

本保險單擴大承保7.3退休董事或重要職員內容完全刪除並以下列規定取代：

**7.3退休重整人或重整監督人**

如本保險單未續保亦未被其他董監事暨重要職員責任保險所取代，且未購買發現期間，本保險單應依照承保明細表第三項所列之累積責任限額，擴大承保於未續保日起算84個月內，對退休重整人或重整監督人提出之賠償請求。然而，此項擴大承保不適用於有交易於保險期間內發生。前述「退休重整人或重整監督人」係指被保險公司之重整人或重整監督人(限於自然人)於保險期間屆滿前，除資格不符以外之任何原因，已停止擔任該職務者。

本附加條款未約定事項悉依本保險單約定辦理。

菁英三號董監事暨重要職員責任保險

**E006B 破產/失去清償能力/債權人除外不保附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):就任何基於、肇因於或可歸因於以下事由之**賠償請求**或**調查**的損失,本公司不負賠償責任。

- (i) 被保險公司破產、失去清償能力、清算、被接管或被監管(無論自願性或非自願性);或
- (ii) 任何**錯誤行為**直接或間接,導致或造成被保險公司一部或全部之破產、失去清償能力、清算、被接管或被監管(無論自願性或非自願性);或
- (iii) 由被保險公司或外部組織或非營利組織之債權人、接管人、清算人、破產管理人或其他外部監管人所提出。

惟基於[請填入被保險公司名稱]業經中華民國法院為重整裁定[請填入裁定書文號],本除外不保事項就被保險人於本次重整階段及未來重整完成或終止後,且於保險期間或發現期間(如有適用)內首次遭受,非關於[請填入被保險公司名稱]財務能力或狀況之**賠償請求**之損失,不予適用。本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險 E027C 公司僱傭行為賠償責任附加條款

#### 承保範圍之擴大

本公司將為被保險公司支付,就被保險公司在生效日後於保險期間或發現期間(如有適用)內,首次被指控有**僱傭上錯誤行為**而遭受**賠償請求**之所有損失。

#### 除外不保事項

於本附加條款下,與下列任何**賠償請求**或**調查**相關之損失,本公司不負賠償責任:

- (a) 基於、肇因於或可歸因於被保險公司**僱傭上錯誤行為**,而該**賠償請求**或**調查**係被保險公司於**僱傭行為持續日**或之前所遭受者;
- (b) 基於、肇因於或可歸因於被保險公司於明示的僱傭契約或協議下應負之賠償責任,除非在該僱傭契約或協議不存在的情況下,被保險公司亦須負賠償責任者。

### 菁英三號董監事暨重要職員責任保險 E027D 公司僱傭行為賠償責任附加條款

#### 承保範圍之擴大

本公司將為被保險公司支付,就被保險公司在生效日後於保險期間或發現期間(如有適用)內,首次被指控有**僱傭上錯誤行為**而遭受**賠償請求**之所有損失。

#### 除外不保事項

於本附加條款下,與下列任何**賠償請求**或**調查**相關之損失,本公司不負賠償責任:

- (a) 基於、肇因於或可歸因於被保險公司**僱傭上錯誤行為**,而該行為係發生於**僱傭行為持續日**或之前者;
- (b) 基於、肇因於或可歸因於被保險公司於明示的僱傭契約或協議下應負之賠償責任,除非在該僱傭契約或協議不存在的情況下,被保險公司亦須負賠償責任者。
- (c) 基於、肇因於或可歸因於任何於美國或加拿大境內之任何法庭提出之法律行動或訴訟,或任何因被保險公司於美國或加拿大境內之行為所導致之**賠償請求**。

### 菁英三號董監事暨重要職員責任保險 E030C 公司有價證券賠償請求附加條款

#### 承保範圍之擴大

本保險單擴大承保被保險公司在生效日後,於保險期間或發現期間(如有適用)內,首次因其被指控有**錯誤行為**而遭受任何**有價證券賠償請求**之損失之[填寫數額]%,由本公司為被保險公司支付。

[但其餘[填寫數額]%之損失應由被保險公司自行負擔且未承保。]

#### 除外不保事項

於本附加條款下,本保險單第3條除外不保事項增訂下列事項:

- (a) 基於、肇因於或可歸因於,被保險公司、外部組織、非營利組織或被保險人所涉及任何繫屬中或先前訴訟,或其他法律程序(包括但不限於民事、刑事、監理、行政程序或官方調查程序),而其發動或開始於**生效日**之前,或指稱或源於與繫屬中或先前訴訟或其他法律程序所被指稱之原因事實或事件相同或實質相同者。
- (b) 基於、肇因於或可歸因於曾為、現為或將成為**承保明細表**第一項所列公司之執行長、常務董事/執行業務董事、董事長、董事、監察人、總經理或其他相當職位者之任何人之任何行為,經任何法院確定之判決或宣告,認定其係基於故意欺騙,且對於系爭案件之判定有決

- 定性的；
- (c) 基於、肇因於或可歸因於**被保險公司**違反任何**被保險公司**本身或代其提出或提供之擔保、保證或聲明，且倘使**被保險公司**本身沒有疏忽或未缺乏合理注意，仍然因為該違反行為而被起訴者；
- (d) 基於、肇因於或可歸因於任何對**被保險公司**就任何公司之**有價證券**給付為不適當或不公平之價格或對價之指控，惟此一除外不保事項並不適用於**抗辯費用**。

### **E027A 公司僱傭行為賠償責任附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

基於本附加條款適用之目的，本保險單修正及/或新增下列條款：

#### **1. 承保範圍**

保險人將為**被保險公司**支付，就被保險公司在保險期間或發現期間（如有適用）內首次被指控有**僱傭上錯誤行為**而遭受賠償請求之所有損失。

#### **2. 定義**

(a) **被保險人**之定義應包含**被保險公司**，惟僅限於對**被保險公司**指稱有**僱傭上錯誤行為**之賠償請求者。

(b) **損失**係指：

(i) **被保險人**就**賠償請求**，於法律上應負擔之任何損害賠償、裁決金額或和解金額；

(ii) **抗辯費用**；或

(iii) 依法所允許承保之加諸於**被保險公司**之加重性、懲罰性及懲戒性之損害賠償，但不包括與**僱傭上錯誤行為**有關之賠償責任（惟涉及**僱傭上錯誤行為**而就誹謗所提起之**賠償請求**，不在此限）；

**損失**不包括：

(a) 法律規定之罰金或罰鍰，或其他依法所不得承保者；

(b) 稅金或與稅金有關之應支付款項；

(c) 任何裁判之損害賠償中之加倍部分；

(d) **福利**；

(e) 未來之薪資或工資，包括佣金；

(f) 任何形式之非金錢禁制令或法令救濟措施，包括但不限於為了使或拒絕使工作場所、營業處所、建築物或其他方面更便利於殘障人士，而進行改建或修繕所發生的費用；及舉辦或拒絕舉辦任何和僱傭關係相關之教育計劃；

(g) 為了遵循或拒絕遵循任何法院判決或命令讓一**僱員**重新復職或重新聘僱所產生之成本；但是在**被保險公司**被命令讓一**僱員**復職或重新聘僱之情形下，**損失**應包括支付予該**僱員**自被解職或終止僱傭關係起至法院或法庭一審判決期間之薪資(但不含**福利**)；或

(h) **被保險人**在沒有**僱傭上錯誤行為**下所需承擔之成本，包括但不限於遣散費或裁員相關之應得權利、法令上規定之應得權利(包括給薪或不給薪之休假權利)、終止僱傭契約通知期間相關之給付、依據法令規定所負擔的最低工資、依據書面僱傭契約或任何形式之書面約定所需支付之金額。

(c) **福利**係指津貼、附加福利、健康福利、終身健康保險福利、員工或職工福利計劃或退休金計劃所需支付之金額、股票或股票選擇權或任何其他有權購買、取得或出售股票之權利、獎勵或遞延補償、或任何其他非基本薪資而支付或有義務支付予**僱員**或董事或經理人之金額。

- (d) 僱員係指依其個人身分簽訂契約為**被保險公司**提供服務之人(為避免疑義，包括實習生、臨時工、兼職人員、季節工、志工或僅為獲取工作經驗之人員)，但不包括董事、經理人、**承攬人**、**派遣人員**或**借調人員**。
- (e) **承攬人**係指透過合約而提供**被保險公司**服務之自然人，或提供**被保險公司**任何專業或業務服務而使得**被保險公司**成為其客戶或顧客之自然人。
- (f) **派遣人員**係指透過第三人之派遣而為**被保險公司**提供服務之自然人，無論其是否和**被保險公司**直接有契約關係。
- (g) **借調人員**係指被第三人指派至**被保險公司**暫時性從事定期工作之自然人。

### 3. 除外不保事項

- (a) 基於、肇因於或可歸因於**被保險公司**、**外部組織**或**被保險人**，在下列保險條件第 4 (c) 項所列日期前，已發動或已開始之繫屬中訴訟、先前訴訟或其他法律程序（包括但不限於民事、刑事、法定程序和行政程序或調查），或遭指控、基於或衍生自該繫屬中訴訟、先前訴訟或法律程序終所指控之相同或實質相同之事實或情況。
- (b) 基於、肇因於或可歸因於**被保險公司**於明示的僱傭契約或協議下應負之賠償責任，除非在該僱傭契約或協議不存在的情況下，**被保險公司**亦須負賠償責任者。
- (c) 基於、肇因於或可歸因於任何依據殘障福利、失業救濟或補償、國家保險、退休福利、社會安全福利、衛生安全法規及任何其他司法管轄區域之類似法令、普通法或成文法而於法律上應負擔之義務；但本除外不保事項不適用於因**報復**所產生之**賠償請求**。
- (d) 基於、肇因於或可歸因於集體談判、集體協議和工會會員，為避免疑義，**賠償請求**肇因於明訂或隱含表示於集體協議中之合約條款亦除外不保；但本除外不保事項不適用於因**報復**所產生之**賠償請求**。
- (e) 基於、肇因於或可歸因於任何實際或被指稱違反美國及任何其屬地之 1974 年《退休員工收入保障法》(不含第 510 條)、《公平勞工標準法》(不含工資平等法案)、《全國勞資關係法》、《員工調整和再訓練通知法》、1985 年《統一綜合預算調整法》、《職業安全與健康法》及其相關法規命令與其後之修正所規範之責任、義務或職責。本除外不保事項不適用**報復**之**賠償請求**。

### 4. 保險條件

- (a) 就**被保險公司**之僱傭上錯誤行為而導致之所有**賠償請求**，**保險人**所負之最高累積責任限額為[填寫金額]元；此一附屬限額為**承保明細表**第 3 項所列之累計**責任限額**的一部分。
- (b) **保險人**就本附加條款承保之**損失**，僅須就超過每一**賠償請求**之自負額部份負賠償責任：
  - (a) 任一在美國或加拿大法院管轄範圍內之**賠償請求**或在美國或加拿大境內和解之**賠償請求**，其自負額為[填寫金額]元。
  - (b) 任一在美國或加拿大以外地區之**賠償請求**，其自負額為[填寫金額]元。
- (c) 以下文字新增於**承保明細表**第 5 項：  
賠償請求起算日： [dd/mm/yyyy] 針  
對公司僱傭上錯誤行為

本附加條款未約定事項悉依本保險單約定辦理。



## Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

### Insuring Agreement

- A. The **Insurer** will pay on behalf of the **Insured** all **Loss** resulting from a **Claim** first made during the **Policy Period** or **Discovery Period** (if applicable) against an **Insured** for a **Wrongful Act**, except for and to the extent that the **Company** has indemnified the **Insured** and is legally required or permitted to indemnify the **Insured** under applicable laws.
- B. The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made during the **Policy Period** or **Discovery Period** (if applicable) against an **Insured** for a **Wrongful Act**, to the extent that the **Company** has indemnified such **Insured** and is legally required or permitted to pay the **Insured** as advancement or indemnity under applicable laws.
- C. The **Insurer** will pay on behalf of the **Insured** all **Legal Representation Expenses** in respect of an **Investigation**, except for and to the extent that the **Company** has indemnified the **Insured** and is legally required or permitted to indemnify the **Insured** under applicable laws.
- D. The **Insurer** will pay on behalf of the **Company** all **Legal Representation Expenses** in respect of an **Investigation** to the extent that the **Company** has indemnified such **Insured** and is legally required or permitted to pay the **Insured** as advancement or indemnity under applicable laws.

### Exclusions

The **Insurer** shall not be liable to make any payment under this policy:

- 3.1 based on, arising from or attributable to:
  - (i) any criminal, dishonest or fraudulent act or omission of an **Insured** or an intentional breach of the law; or
  - (ii) any personal profit or advantage gained by an **Insured** to which such **Insured** was not legally entitled;provided that:
  - (d) this Exclusion shall only apply if it is established through a final judgement or adjudication or any admission by such **Insured** that the relevant conduct occurred; and
  - (e) for the purposes of this Exclusion the **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured**; and
  - (f) Exclusion 3.1 (i) above shall not apply to **Defence Costs** or **Legal Representation Expenses** covered under Extension 7.6.
- 3.2 based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the **Company**, an **Outside Entity**, a **Not-for-Profit Entity** or an **Insured** and issued or otherwise begun before the date shown at Item 5 of the **Schedule** or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings.
- 3.3 based on, arising from or attributable to any fact, circumstance, act, omission, **Claim**, **Wrongful Act** or other matter of which notice has been given under any policy existing or expired before or on the inception date of this policy.
- 3.4 based on, arising from or attributable to any **Claim** brought or maintained by or on behalf of the **Company** or **Outside Entity** in the United States of America or its territories, except:
  - (i) a **Claim** against any **Insured**:
    - (a) for contribution or indemnity if such **Claim** directly results from another **Claim** that would otherwise be covered under this policy; or
    - (b) any shareholder derivative action brought or maintained on behalf of the **Company** or **Outside Entity** without the solicitation or participation of an **Insured**, **Company** or **Outside Entity** unless legally compelled to do so; or
    - (c) brought or maintained by a liquidator, receiver or administrative receiver, or similar person under the law of any other jurisdiction; or
    - (d) alleging an **Employment Related Wrongful Act**; or
  - (ii) **Defence Costs**.
- 3.5 based on, arising from or attributable to any actual or alleged breach of an **Insured's** responsibilities or obligations as imposed in the United States of America by the

- 3.6 Employee Retirement Income Security Act 1974 as from time to time amended. based on, arising from or attributable to the actual or intended private placement or public offering of any **Securities** during the **Policy Period**; provided that this Exclusion shall not apply where the total value of such placement or offering is equal to or lower than the amount shown at Item 7 of the **Schedule**.
- 3.7 for:
- (i) bodily injury, mental illness, emotional distress, injury to feelings, sickness, disease or death of any person; or
  - (ii) damage to or destruction of any tangible property including loss of use of such property;
- provided that this Exclusion shall not apply:
- (c) in respect of emotional distress and/or injury to feelings resulting from an **Employment Related Wrongful Act**; and
  - (d) to Extension 7.6; and
  - (e) to defamation.
- 3.8 based on, arising from or attributable to, in consequence of or in any way involving directly or indirectly **Pollution**, provided that this exclusion shall not apply to:
- (i) **Defence Costs** or **Legal Representation Expenses** for a **Claim** or **Investigation** based on or arising from or attributable to **Pollution** up to the sub-limit shown at Item 11 of the **Schedule** which shall apply in the aggregate for the **Policy Period**; or
  - (ii) any **Claim** against an **Insured** instigated by a shareholder or group of shareholders of the **Company** directly or in the name of the **Company** without the solicitation, voluntary assistance or participation of any **Insured**.
- 3.9 based on, arising from or attributable to any actual or alleged plagiarism or infringement of any intellectual property right, including but not limited to plagiarism, copyright, trademark, trade secret, registered design or patent.
- 3.10 based on, arising from or attributable to the failure or effect of any product.

#### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E233 Amendment of Retention Clause -Wavier Clause is not provided**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Condition 4.2 **Retention** is hereby deleted in its entirety and replaced by the following:

#### **4.2 Retention**

(i) The retention shown in Item 4 of the **Schedule** shall not apply to a **Non-Indemnifiable Loss**. The retention should be paid by the **Company** and the **Insurer** shall have no obligation to pay any **Loss** for a **Claim** within such retention. If more than one retention is applicable to a **Claim** or an **Investigation** arising out of a single act or a series of related acts, only one retention shall be applied, being the highest amount of the retention.

(ii) In the event and to the extent the **Company** is permitted or legally obligated to pay an **Insured** by way of indemnification as a result of any **Claim**, or is not prevented by law from indemnifying an **Insured** as a result of any **Claim**, the retention shall be paid by the **Company**.

If the **Company** fails or refuses to indemnify an **Insured** other than for **Non-Indemnifiable Loss** then subject to all other terms and conditions of this policy the **Insurer** shall pay the amount of the retention and the **Company** shall pay the retention to the **Insurer**.

In all other respects this policy remains unaltered.

#### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E237 Discovery Period Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

1. In consideration of the payment of an additional premium of USD[...], Item 2 of the Schedule is amended to read as follows:

'Policy Period: From: [insert inception date of the original policy period]

To: [insert expiry date of the extension period]'

The Insurer's maximum aggregate liability for all Loss, as stated in Condition 4.1 Limit of Liability, shall remain unchanged.

The Insurer shall be liable only to make payment under the policy arising out of, based upon or attributable to or in any way connected with directly or indirectly any Wrongful Act or Investigation committed, or commenced prior to [the original policy expiry date].

2. The following provisions of this policy are hereby deleted:

(i) 5. Discovery Period

(ii) Extension 7.1 Subsidiaries

(iii) Extensions 7.3 Retired Director or Officer Cover

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### 承保範圍

- A. 本公司將為被保險人支付因其被指控有錯誤行為，而於保險期間或發現期間（如有適用）內首次遭受賠償請求之損失，惟不包括被保險公司已實際償付予被保險人，且適用法令要求或允許被保險公司補償被保險人之損失。
- B. 本公司將為被保險公司支付因被保險人被指控有錯誤行為，而於保險期間或發現期間（如有適用）內首次遭受賠償請求之損失，惟以適用法令要求或允許被保險公司預先支付或補償被保險人，且被保險公司已實際償付予被保險人者為限。
- C. 本公司將為被保險人支付與調查相關之法律代理費用，惟不包括被保險公司已實際償付被保險人，且適用法令要求或允許被保險公司補償被保險人之損失。
- D. 本公司將為被保險公司支付與調查相關之法律代理費用，惟以適用法令要求或允許被保險公司預先支付或補償被保險人，且被保險公司已實際償付被保險人者為限。

#### 除外不保事項

本公司就下列事項依本保險單不負任何賠償責任：

3.1 基於、肇因於或可歸因於：

- (i) 任何被保險人之犯罪行為，不誠實或詐欺之作為不作為，或故意違反法律；或
- (ii) 被保險人依法無權獲得之任何個人利益或利得者；

但：

- (a) 本除外不保事項於相關爭行為經法院最終判決或其他任何最終裁決，或經被保險人自認後方可適用；及
- (b) 基於本除外不保事項之適用目的，任一被保險人有錯誤行為，不應推定其他被保險人亦有之；及

上列第3.1(i)條之規定，不適用於擴大承保事項第7.6條之抗辯費用或法律代理費用。

3.2 基於、肇因於或可歸因於，被保險公司、外部組織、非營利組織或被保險人所涉及繫屬中之訴訟、先前訴訟或其他法律程序（包括但不限於民事、刑事、行政程序或官方調查程序），而其發動或開始係於承保明細表第五項所列日期之前，或被指控或所衍生之原因事實或事件，與繫屬中訴訟、先前訴訟或其他法律程序相同或實質相同者。

3.3 基於、肇因於或可歸因於任何事實、事件、行為、不作為、賠償請求、錯誤行為或其他事項，而在本保險單生效前業已依照其他現存或屆期之保險單而為通知者。

3.4 基於、肇因於或可歸因於任何在美國境內由被保險公司或外部組織所提出或代表其提出之賠償請求，但下列情形不在此限：

(i) 對被保險人提起之任何賠償請求：

- (a) 任何請求分攤責任或補償之賠償請求，但限於該賠償請求係因本保險單所承保之其他賠償請求直接導致者；或

- (b) 任何代表**被保險公司**或**外部組織**提出之股東訴訟，且無任何**被保險人**、**被保險公司**或**外部組織**勸誘或參與之情形，除非法律上強迫要求；或
- (c) 任何由清算人、破產管理人或行政接管人或其他管轄領域法律規範之類似人員所提出或承受之**賠償請求**；或
- (d) 指稱有**僱傭上錯誤行為**；或

(ii) **抗辯費用**。

3.5 基於、肇因於或可歸因於，**被保險人**實際或被指稱違反美國 1974 年受雇人員退休所得保障法及其後所修訂法規所規範之責任或義務。

3.6 基於、肇因於或可歸因於在**保險期間**內，任何實際或計畫進行之**有價證券**之私募或公開發行；但本除外不保事項於該等私募或發行之總金額等於或低於**承保明細表**第七項所列金額時，不適用之。

3.7 下列**賠償請求**：

- (i) 任何人之人身傷害、精神疾病、精神痛苦、精神創傷、疾病或死亡；或
- (ii) 任何實體財產之毀損或滅失，包括該財產已無法使用；  
但本除外不保事項不適用：
- (a) 因**僱傭上錯誤行為**所導致之精神痛苦及/或精神創傷；及
- (b) 擴大承保事項第 7.6 條之規定；及
- (c) 誹謗。

3.8 基於、肇因於或可歸因於直接、間接涉及**污染**之情形，惟本除外不保事項不適用於：

- (i) 基於、肇因於或可歸因於**污染**的**賠償請求**之**抗辯費用**或**調查之法律代理費用**，其於**保險期間**所累積之金額，在**承保明細表**第十一項所列之附屬限額內（該限額包含在**承保明細表**第三項所列之累積責任限額內，而非另外計算）；或
- (ii) 任何由**被保險公司**個別股東或一群股東直接或以**被保險公司**名義，對**被保險人**提出之**賠償請求**，且無任何**被保險人**勸誘、自願協助或參與之情形。

3.9 基於、肇因於或可歸因於實際或被指稱抄襲或侵害智慧財產權，包括但不限於著作權、商標、商業機密、註冊新式樣或專利。

3.10 基於、肇因於或可歸因於任何產品之不作用或作用。

### 菁英三號董監事暨重要職員責任保險-進階版 E233 變更自負額條款-不提供無責任無自負額附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 4.2 條**自負額**之內容完全刪除並以以下列規定取代：

#### 4.2 自負額

(i) **承保明細表**第四項所列自負額不適用於**無法獲得補償之損失**。自負額應由**被保險公司**負擔且本公司就自負額內因**賠償請求**所生之損失，不負賠償責任。若單一**賠償請求**或**調查**適用一個以上自負額規定，而該**賠償請求**或**調查**係因單一行為或一連串相關行為所導致，則僅適用最高之自負額之規定。

(ii) 就任何**賠償請求**，在**被保險公司**被允許或依法有義務賠付**被保險人**之情況及限度內，或依適用法令未禁止其賠付**被保險人**之情況及限度內，自負額應由**被保險公司**負擔。若**被保險公司**就**無法獲得補償之損失**以外之損失未能或拒絕補償**被保險人**時，本公司將依本保險單其他條款之規定支付自負額之金額，**被保險公司**應支付該自負額予本公司。

本附加條款未約定事項悉依本保險單約定辦理。

### E027A Entity Cover for Employment Practices Liability

By way of endorsement to the policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this Extension only, the following provisions are amended and/or added to the policy:

#### 1. Extension of Cover

The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made during the **Policy Period** or **Discovery Period** (if applicable) against the **Company** alleging

an **Employment Related Wrongful Act**.

## 2. Definitions

(a) **Insured** shall also include the **Company** but only for **Claim** against the **Company** alleging an **Employment Related Wrongful Act**.

(b) **Loss** means:

(i) any damages, judgments and settlements for which an **Insured** is legally liable in respect of a **Claim**;

(ii) **Defence Costs**; or

(iii) aggravated, punitive and exemplary damages imposed on the **Company** where insurable by law, except in relation to **Employment Related Wrongful Acts** (provided that this exception shall not extend to a **Claim** for defamation, even if such **Claim** involves an **Employment Related Wrongful Act**).

**Loss** does not include:

(i) fines or penalties imposed by law, or any matter deemed uninsurable under the law;

(j) taxes or sums payable in relation to taxes;

(k) the multiplied portion of any damages award;

(l) **Benefits**;

(m) front pay or future salary or wages including commissions;

(n) any form of non-monetary or injunctive relief including but not limited to the costs of making or refusing to make accommodations or modifications for any disabled person in respect of working practices, premises, property or otherwise, and the costs incurred in holding or refusing to hold any employment related educational programmes;

(o) amounts which represent the cost of complying with or refusing to comply with any judgment or order for the reinstatement or re-engagement of a **Worker** except, in the event of the **Company** being ordered to reinstate or re-engage a **Worker**, **Loss** shall include the cost of paying wages (but not **Benefits**) to said **Worker** for the period from the date of the purported dismissal or termination to the date on which the court or tribunal of first instance delivered its judgment to the parties; or

(p) amounts which represent any amount the **Insured** would have been liable for in the absence of a **Employment Related Wrongful Act** including but not limited to severance payments or redundancy entitlements, statutory entitlements (including paid or unpaid leave entitlements), payments in respect of notice periods, payments owing under any statutory or legal provisions on minimum wage or any equivalent wage provisions, payments owing under a written contract of employment or payments owing under any other express written obligations.

(a) **Benefits** means perquisites, fringe benefits, health benefits, permanent health insurance benefits, amounts due or payments made in connection with an employee or worker benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, incentives or deferred compensation and any other obligation or payment other than basic remuneration made to or for the benefit of a **Worker** or a director or officer.

(b) **Worker** means any individual who is contracted to provide services to the **Company** in a personal capacity (including, for the avoidance of doubt, as trainee, casual, part-time, seasonal, temporary, voluntary or work experience personnel) other than as a director, officer, **Self Employed Contractor**, **Agency Worker** or **Secundee**.

(c) **Self Employed Contractor** means any individual who provides services to the **Company** by way of a contract for services or any individual who provides services to the **Company** so that the **Company** is the client or customer of any profession or business undertaking carried on by the individual.

(d) **Agency Worker** means any individual who provides services to the **Company** through the agency of a third party acting as agent or principal, whether or not that person also has a direct contractual relationship with the **Company**.

(e) **Secundee** means an individual who has been seconded to the **Company** by a third party.

## 3. Exclusions

- (a) based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the **Company**, an **Outside Entity** or an **Insured** and issued or otherwise begun before the date shown at **Conditions 4** (c) below or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings;
- (b) based on, arising from or attributable to any liability assumed by the **Company** under an express employment contract or agreement unless the **Company** would have had such liability even in the absence of such contract or agreement;
- (c) based on, arising from or attributable to any legal obligation pursuant to any disability benefits, unemployment benefits or compensation, national insurance system, retirement benefits, social security benefits and health and safety laws or any similar laws, common or statutory, in any other jurisdiction, provided however this Exclusion shall not apply to any **Claim for Retaliation**;
- (d) based on, arising from or attributable to collective bargaining, collective agreements and trade union membership including, for the avoidance of doubt, where such **Claims** arise from contractual terms expressly or impliedly incorporated by collective agreement, provided, however, that this Exclusion shall not apply to any **Claim for Retaliation**.
- (e) based on, arising from or attributable for any actual or alleged violation of the responsibilities, obligations or duties imposed by any law in the United States of America and any territory under its jurisdiction by the Employee Retirement Income Securities Act of 1974 (except Section 510), the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, rules or regulations promulgated thereunder and amendments to any such laws. However, this Exclusion shall not apply to any **Claim for Retaliation**.

#### 4. Conditions

- (a) The total aggregate limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** against the **Company** alleging an **Employment Related Wrongful Act** under this Extension shall be [USD/NTD], which forms part of the total aggregate Limit of Liability shown in Item 3 of the Schedule.
- (b) The **Insurer** shall only pay for that amount of any **Loss** in respect of cover provided by this Extension which exceeds the Retention applicable to each and every **Claim**:
  - (i) falling under the jurisdiction of the courts in the United States of America or Canada, or settled by compromise in the United States of America or Canada: [USD/NTD],
  - (ii) falling anywhere in the world other than in the United States of America or Canada: [USD/NTD].
- (c) The following section is hereby added to Item 5 of the Schedule:  
**Pending or Prior Litigation Date:** [dd/mm/yyyy] for Entity **Employment Related Wrongful Act**

In all other respects this policy remains unaltered.

#### E094 SEC Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The Insurer shall not be liable to make any payment for Loss directly or indirectly based on, arising from or attributable to any actual or alleged violation of any of the provisions of the Securities Act 1933, the Securities Exchange Act 1934 (USA) or any amendment or re-enactment thereof, or any similar federal or state law, or any common law relating thereto.

#### 菁英三號董監事暨重要職員責任保險

#### E007 破產/失去清償能力除外不保附加條款—特定組織

雙方約定並同意本公司就任何基於、肇因於或可歸因下列事項所提起之相關賠償請求或調查不負賠償責任：

- (i) [填寫組織名稱及其從屬公司]破產、失去清償能力、被接收、重整、解散或被接管（無論是自願或非自願）；或

- (ii) 任何錯誤行為直接或間接，導致或造成[填寫組織名稱及其從屬公司]一部或全部之破產、失去清償能力、清算、被接收或被接管(無論自願性或非自願性)。

### Chubb Elite III Directors & Officers Liability Insurance Policy

#### E028 僱傭上錯誤行為不保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
本公司對於直接或間接基於、肇因於或可歸因於任何僱傭上錯誤行為之損失，不負賠償責任。  
本保單中所出現之「僱傭上錯誤行為」一詞均予以刪除。  
本附加條款未約定事項悉依本保險單約定辦理。

#### E041 Increased Limit of Liability-New PP Litigation Date For Increased Limit

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In consideration of the payment of an additional premium US\$[insert amount] with effect from [insert the inception date of this Endorsement] the Limit of Liability shown in Item (3) of the Schedule is increased to US\$[insert amount].

With respect to the Limit of Liability US\$[insert the increase in limit] excess of US\$[insert original policy limit], the Insurer shall not be liable to make any payment for Loss directly or indirectly in connection with any Claim based on, arising from or attributable to any pending or prior litigation or other proceedings at [insert the inception date of this Endorsement] or alleging or deriving from the same or essentially the same facts as alleged in such pending or prior litigation.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy

#### E065 Extended Run-Off Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

1. In consideration of the payment of an additional premium of USD[...], Item 2 of the **Schedule** is amended to read as follows:

**Policy Period:** From: [insert inception date of the original policy period]

To: [insert expiry date of the extension period]

The **Insurer's** maximum aggregate liability for all **Loss**, as stated in Condition 4.1 **Limit of Liability**, shall remain unchanged.

The **Insurer** shall be liable only to make payment under the policy arising out of, based upon or attributable to or in any way connected with directly or indirectly any **Wrongful Act** or **Investigation** committed, or commenced prior to [insert date].

2. The following provisions of this policy are hereby deleted:

(i) **5. Discovery Period**

(ii) Extension 7.1 **Subsidiaries**

(iii) Extensions 7.3 **Retired Director or Officer Cover**

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy

#### E106B Tie In Limits Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The combined total aggregate limit of liability of all insurance covers and extensions provided under [insert policy coverage] of this policy and under [insert policy coverage] of all the policies listed below shall be GBP [insert policy limit].

Accordingly, all payments made pursuant to all insurance covers and extensions of the policies listed above shall, insofar as they erode the limit of liability of such policies, also erode the limit of liability of this policy, because the limit of liability of each of the policies listed above shall be deemed to be part of and not in addition to the limit of liability of this policy.

Nothing contained in this endorsement shall increase either (a) the limit of liability of any policy listed above; or (b) the limit of liability of this policy.

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy

#### E106A Tie In Limits Endorsemen

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other

terms, conditions, limits of liability and exclusions of the policy):

The combined total aggregate limit of liability of all insurance covers and extensions provided under this policy and under all of the policies listed below *shall* be GBP [insert policy limit].

	COUNTRY	INSURER	POLICY NO.	NAMED INSURED
1)				

Accordingly, all payments made pursuant to all insurance covers and extensions of the policies listed above shall, insofar as they erode the limit of liability of such policies, also erode the limit of liability of this policy, because the limit of liability of each of the policies listed above shall be deemed to be part of and not in addition to the limit of liability of this policy.

Nothing contained in this endorsement shall increase either (a) the limit of liability of any policy listed above; or (b) the limit of liability of this policy.

### 安達產物菁英三號董監事暨重要職員責任保險

#### E149A 修改被保險人定義附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
本保險單定義 2.11 「被保險人」條內容完全刪除並以下列規定取代:

2.11 「被保險人」係指任何自然人曾為、現為或即將成為下列之人者:

- (i) 被保險公司之重整人或重整監督人; 或
- (ii) 被保險公司之財務長; 或
- (iii) 被保險公司之法務專員; 或
- (iv) 被保險公司之管理部主管; 或
- (v) 被保險公司之法律顧問及財務顧問。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E030E Entity Cover for Securities Claims Endorsement

##### Extension of Cover

The cover provided under this policy is extended to pay on behalf of the **Company** [insert amount]% **Loss** of the **Company** arising from any **Securities Claim** first made against the **Company** after the **Effective Date** and during the **Policy Period** (or **Discovery Period** if applicable) for any **Wrongful Act** committed by the **Company**.

[Provided that the remaining [insert amount]% of such **Loss** shall be borne by the **Company** and remain uninsured.]

##### Exclusions

The following exclusions are added to 3. Exclusions of the policy for the purposes of this endorsement only:

- (a) based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the **Company**, an **Outside Entity**, a **Not-for-Profit Entity** or an **Insured** and issued or otherwise begun before the **Effective Date** or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings;
- (b) based on, arising from or attributable to any act of any person who has been, now is or shall become chief executive officer, managing director, chairman, general manager, director, supervisor, or any person who holds an equivalent position of the company shown in Item 1 of the **Schedule**, which is found by final judgment or adjudication of any Court to be deliberately fraudulent and was material to the case so adjudicated;
- (c) based on, arising from or attributable to the failure by the **Company** to comply with any warranty, guarantee or statement given or made by or on behalf of the **Company**, if such failure is actionable in the absence of negligence or lack of due diligence on the part of the **Company**;
- (d) based on, arising from or attributable to any allegation that the **Company** paid an inadequate or unfair price or consideration for any securities of a company, provided that this exclusion shall not apply to **Defence Costs**.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E078A Prior Acts for Acquired Subsidiaries

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):



Notwithstanding Definition 2.32 and Extension 7.1, the cover provided by this policy shall not exclude Claims for Wrongful Acts by the Directors, Officers or employees of [insert name of entity] occurring before such entity became a Subsidiary.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E018C Critical Occurrence Endorsement

Additional Insuring Agreement:

The cover provided by the policy is extended to pay on behalf of the Company all Critical Occurrence Loss incurred by the Company arising from a Critical Occurrence which first commences during the Policy Period.

Exclusions:

For the purposes of this endorsement only, Exclusions 3.7 and 3.8 are deleted.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E131 Global Insurance Program Endorsement

The **Insurer** shall indemnify the **Named Insured** in respect of sums equal to any payments for **Loss** of an **Insured** that, solely as a result of any of the following circumstances, have been lawfully indemnified by a **Subsidiary** according to the applicable law, that such **Subsidiary** claims from the **Named Insured** in a **Demand**:

- A. Where a **Local Policy** is required by applicable law but prior to the incurring of **Loss** by an **Insured** such a policy had not in fact been issued; or
- B. Where a **Local Policy** had been issued but, for any reason, did not pay the **Loss**; or
- C. Where a **Local Policy** had been issued but its limit of liability becomes exhausted by payments made in part satisfaction of **Loss**.

安達產物菁英三號董監事暨重要職員責任保險-進階版

### E131 跨國性保險計劃附加條款

本公司僅於下列情事發生時，應補償列名被保險公司已由其從屬公司依照適用法規補償予被保險人損失之等值金額，且該從屬公司已向列名被保險公司提出書面請求：

- A. 依照適用法規應須投保當地保險單而在被保險人發生損失前，該保險單實際上尚未簽發者；或
- B. 當地保險單已簽發但因故未支付損失者；或
- C. 當地保險單已簽發然而其累積責任限額已因支付損失而耗盡者。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E147A Downgrade Clause

This policy may be terminated by the company shown in Item 1 of the **Schedule** in the event that the **Insurer**:

- (1) wholly ceases underwriting of the respective insurance or formally announces its intention to do so; or
- (2) is the subject of an order or resolution for winding up or formally proposes a scheme of arrangement; or
- (3) has its authority to carry on insurance business withdrawn; or
- (4) has its financial strength rating, or the financial strength rating of its ultimate parent company, downgraded to a rating below [insert rating] by Standard & Poor's, A.M. Best Ratings or Fitch (Duff & Phelps), or to a rating below [insert rating] by Moody's.

The company shown in Item 1 of the **Schedule** can exercise its right to terminate the **Insurer's** proportion under the policy by providing written notice to the **Insurer** at any time after any of events (a)-(d) above occurring. In the event of such termination, the relevant **Insurer** will refund the unearned portion of the premium to the company shown in Item 1 of the **Schedule**, subject to no **Claims**, **Investigations**, facts or circumstances notified under this policy prior to the date of termination. The date of termination will be the first business day after the company shown in Item 1 of the **Schedule** provides its formal written notice. The amount of premium to be refunded will be the pro rata amount allocatable to the period starting with the date of termination and ending with the last day of the **Policy Period**. If any **Claims**, **Investigations**, facts or circumstances have been notified under this policy, the premium will be deemed to be fully earned and none will be repayable to the company shown in Item 1 of the **Schedule**.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E148E Continuous Cover Extension Amended

7.8 **Continuous Cover** is hereby deleted in its entirety and replaced by the following:

### 7.8 Continuous Cover

This policy extends to cover the **Insured** for any **Claim**, **Investigation** or any **Wrongful Act** which may give rise to a **Claim**, which could have been notified to the **Insurer** under an earlier Directors and Officers Liability Insurance Policy issued by the **Insurer** and/ or other insurer which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim**, **Investigation** or **Wrongful Act** which may give rise to a **Claim** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a directors and officers Liability Insurance Policy with the **Insurer** from no later than the date when the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, **Schedule**, limit of liability and retention) of this policy.

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### E148E 修正繼續承保附加條款

本保險單第7.8條繼續承保內容完全刪除並以下列規定取代：

#### 7.8 繼續承保

本保險單擴大承保**被保險人**就任何**賠償請求**或**調查**，未能及時依**本公司**及/或其他公司先前核發之董監事暨重要職員責任保險通知**本公司**，但於本保險期間或發現期間（如有適用）內通知**本公司**，並符合下列規定者：

- (i) 對於前述**賠償請求**或**調查**（下稱「先前事件」），無任何詐欺、不揭露或不實陳述之情形；且
- (ii) **被保險人**在首次知悉先前事件前，至本保險單開始生效日止，**被保險人**已投保**本公司**之董監事暨重要職員責任保險，且保險期間從未中斷；且
- (iii) 本擴大承保條款提供之保障將以本保險單之條款、條件、除外不保事項及限制（包括承保範圍、**承保明細表**、責任限額及自負額）為依據。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E186 Amendment of Director or Officer

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

[Insert Name], a former director of the Company who is continuing to provide advice to the Company since his departure from the board of directors, is deemed to be a Director or Officer only in his status of an outside financial expert with effect from [insert date].

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E187 Amendment of Other Insurance Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

4. Conditions 4.6 **Other Insurance** is deleted in its entirety and replaced by the following:

If an **Insured** or the **Company** is or would (but for the existence of this policy) be entitled to cover under any other policy (save for insurance specifically arranged to apply in excess of this policy) in respect of any **Claim**, the **Insurer** shall not be liable for **Loss** other than in excess of any amount that is or would (but for the existence of this policy) have been payable under any other such policy including but not limited to **[insert name of Other Insurance]**.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E188 Amendment of Outside Directorship Extension

Extension 7.5 **Outside Directorship Extension** is deleted in its entirety and replaced with the following:

#### 7.5 Outside Directorship Extension

- (i) Cover under this policy is extended (subject to the Insuring Agreement and the other terms and conditions of this policy and subject to the overall aggregate Limit of Liability) to a **Director or Officer** of the **Company** or any nature person who at the specific request of the **Company**:
  - (a) at the date of inception of the Policy Period was a Director or Officer of any Outside Entity; or

- (b) becomes a **Director or Officer** of any **Outside Entity** during the **Policy Period**, but only in respect of **Wrongful Acts** committed whilst the **Director or Officer** of the **Company** or such nature person held such position in the **Outside Entity**.
- (ii) Cover under this policy is also extended (subject to the Insuring Agreement and the other terms and conditions of this policy and subject to the overall aggregate Limit of Liability) to a **Director or Officer** of the **Company** or any nature person who at the specific request of the **Company** is or becomes a **Director, Officer**, trustee, governor or equivalent in any **Not-for-Profit Entity**, but only in respect of **Wrongful Acts** committed whilst the **Director or Officer** of the **Company** or such nature person held such position in the **Not-for-Profit Entity**.
- (iii) Cover under sub-paragraph 7.5(i) or 7.5(ii) above shall be excess of any indemnification provided by the **Outside Entity** or **Not-for-Profit Entity**.
- (iv) Cover under sub-paragraph 7.5(i) or 7.5(ii) above shall be specifically excess of any valid and collectible directors and officers liability insurance in force in respect of the **Outside Entity** or **Not-for-Profit Entity** and its **Directors** and **Officers** or such nature person. If such insurance is provided by the **Insurer** or any member of the Chubb group of companies (or would be provided except for the application of the retention amount or the exhaustion of the Limit of Liability), then the total aggregate Limit of Liability for all **Loss** covered by virtue of this extension shall be reduced by the amount paid for the benefit of the **Outside Entity** or **Not-for-Profit Entity** and its **Directors** and **Officers** or such nature person under the other Chubb insurance provided to the **Outside Entity** or **Not-for-Profit Entity**.
- (v) If during the **Policy Period** a **Director or Officer** of the **Company** or such nature person covered by this Extension ceases to hold his or her position in an **Outside Entity** or **Not-for-Profit Entity** (or holds such position other than at the specific request of the **Company**), cover under this policy shall continue to apply (subject to the other terms and conditions) to such person for **Wrongful Acts** committed whilst such person held his or her position in such **Outside Entity** or **Not-for-Profit Entity**.

In all other respects this policy remains unaltered.

#### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E189 Claims and Investigations Reporting Procedure**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event of one or more **Claim** made or **Investigation** commenced against any **Insured** and/or **Subsidiary** and/or any **Director or Officer** of **Outside Entity** or **Not-for-Profit Entity**, the first named company shown in Item 1 of the **Schedule** shall act as a representative with respect to any relevant action of such **Claim** or **Investigation** conducted, including but not limited to giving and receiving of notice to the **Insurer**, negotiation of settlement and acceptance of payment.

In all other respects this policy remains unaltered.

#### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E190 Panel Counsel Endorsement**

The **Insured** shall, with prior written consent of the **Insurer**, select a **Panel Counsel Firm** to conduct the defence of an **Applicable Claim** made against the **Insured**. The duty of a selected **Panel Counsel Firm** shall only be to defend the **Applicable Claim** but not represent the **Insured** for the coverage issues or any other matters.

The **Insured** shall select a **Panel Counsel Firm** from the jurisdiction in which the **Applicable Claim** is brought. In the event an **Applicable Claim** is brought in a jurisdiction not listed in this Endorsement, the **Insured** may select a non **Panel Counsel Firm** from the jurisdiction in which the **Applicable Claim** is brought with the prior written consent of the **Insurer**.

The **Insurer** will accept as reasonable and necessary the retention of different **Panel Counsel Firm** from other **Insured** defendants to the extent required by a material conflict of interest.

Definition section is amended to include the following definitions:

**Applicable Claim** means:

- (i) any **Claim** brought within the Republic of China, Hong Kong, the People's Republic of China, Korea, Japan, UK or Europe; or
- (ii) any **Securities Claim** or any **Claim** relating to the purchase of **Securities** brought within the United States of America or its territories; or
- (iii) any **Claim** relating to an **Employment Related Wrongful Act** brought within the

United States of America or its territories.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E191 Amendment of Subsidiaries Extension

Extension 7.1 **Subsidiaries** (ii) is hereby deleted and replaced by the following:

#### 7.1 **Subsidiaries**

- (i) If during the **Policy Period** the **Company** acquires or creates a **Subsidiary** that:
  - (a) increases the Company's total assets by no greater than the Acquisition Limit referred to in Item 6 of the Schedule;then cover shall extend to the **Insured** of that **Subsidiary** for **Wrongful Acts** occurring on or after the effective date of such acquisition or creation, without notice to the **Insurer** or additional premium being payable.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E192 Additional Excess Limit for All Directors or Officers

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Extension 7.9 **Additional Excess Limit for Main Board Directors & Supervisors** is hereby deleted and replaced by the following:

#### 7.9 **Additional Excess Limit for all Directors or Officers**

The **Insurer** will pay to or on behalf of each **Director or Officer Non-Indemnifiable Loss** for any **Claim** provided that:

- (i) the Limit of Liability; and
- (ii) all indemnification for **Loss** available to any **Director or Officer**, have been exhausted, and only where:
  - (a) any other policy entered into by the **Director or Officer**, whether prior or current, which covers any part of that **Loss** is exhausted; or
  - (b) any other policy effected on behalf of the **Director or Officer** or under which the **Director or Officer** is a beneficiary (but not a policy to which 7.9 (a) applies), whether prior or current, which covers any part of that **Loss** is exhausted.

The sub-limit of liability under Extension 7.9 for each **Director or Officer** is the amount specified in Item 13(a) of the **Schedule** and is part of and not in addition to the limit of liability in Item 13(b) of the **Schedule**.

The amount shown in Item 13(b) of the **Schedule** is the **Insurer's** maximum aggregate liability for all **Loss** under Extension 7.9 for all **Directors or Officers** irrespective of the number of **Claims** or **Investigations** under this policy or the number of **Director or Officer** who claim and irrespective of the amounts of any such **Claims** or **Investigations** or when they are made. The limit of liability under Extension 7.9 is in addition to, and not part of, the Limit of Liability in Item 3 of the **Schedule**.

For the purpose of this Extension only, the definition **Director or Officer** includes any nature person who acts as the **Director or Officer** of any **Outside Entity** at the specific request of the **Company**.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E193 Amendment of Conduct Exclusion

Exclusion 3.1 is hereby deleted and replaced by the following:

#### 3.1 based on, arising from or attributable to:

- (i) any dishonest or fraudulent act or omission of an **Insured** or an intentional breach of the law; or
- (ii) any personal profit or advantage gained by an **Insured** to which such **Insured** was not legally entitled;

provided that:

- (a) this Exclusion shall only apply if it is established through a final judgement or adjudication or any admission by such **Insured** that the relevant conduct occurred; and
- (b) for the purposes of this Exclusion, neither the **Wrongful Act** nor any act described in (i) or (ii) above of an **Insured** shall be imputed to any other **Insured**; and

(c) Exclusion 3.1 (i) above shall not apply to **Defence Costs** or **Legal Representation Expenses** covered under Extension 7.6.

In all other respects this policy remains unaltered.

安達產物菁英三號董監事暨重要職員責任保險-進階版

**E030E 公司有價證券賠償請求附加條款**

**承保範圍之擴大**

本保險單擴大承保被保險公司在生效日後，於保險期間或發現期間（如有適用）內，首次因其被指控有**錯誤行為**而遭受任何有價證券賠償請求之損失之[填寫數額]%，由本公司為被保險公司支付。

[但其餘[填寫數額]%之損失應由被保險公司自行負擔且未承保。]

**除外不保事項**

於本附加條款下，本保險單第3條除外不保事項增訂下列事項：

- (a) 基於、肇因於或可歸因於，被保險公司、外部組織、非營利組織或被保險人所涉及任何繫屬中或先前訴訟，或其他法律程序（包括但不限於民事、刑事、監理、行政程序或官方調查程序），而其發動或開始於生效日之前，或指稱或源於與繫屬中或先前訴訟或其他法律程序所被指稱之原因事實或事件相同或實質相同者。
- (b) 基於、肇因於或可歸因於曾為、現為或將成為**承保明細表**第一項所列公司之執行長、常務董事/執行業務董事、董事長、董事、監察人、總經理或其他相當職位者之任何人之任何行為，經任何法院確定之判決或宣告，認定其係基於故意欺騙，且對於系爭案件之判定有決定性的；
- (c) 基於、肇因於或可歸因於被保險公司違反任何被保險公司本身或代其提出或提供之擔保、保證或聲明，且倘使被保險公司本身沒有疏忽或未缺乏合理注意，仍然因為該違反行為而被起訴者；
- (d) 基於、肇因於或可歸因於任何對被保險公司就任何公司之有價證券給付為不適當或不公平之價格或對價之指控，惟此一除外不保事項並不適用於**抗辯費用**。

安達產物菁英三號董監事暨重要職員責任保險-進階版

**E078A 新收購從屬公司溯及承保附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：即使本保險單定義第2.32條及擴大承保第7.1條另有規定，本保險單就發生於[填寫公司名稱]成為從屬公司之前，其董監事、重要職員或受僱人之**錯誤行為**所致之**賠償請求**，不排除於承保範圍。

本附加條款未約定事項悉依本保險單約定辦理。

Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

**E120A Money Laundering Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

A. Section 2, Definitions, is amended to include the following:

2.35 **Money Laundering or Related Financial Crime** has the meaning given to that term (or the term used for an equivalent offence) under any statute, law, rule, regulation, international treaty, convention or accord pertaining to the movement of illicit cash or cash equivalent proceeds.

B. Section 3, Exclusions, is amended to include the following:

3.11 based on, arising from or attributable to any actual or alleged **Money Laundering or Related Financial Crime**.

In all other respects this policy remains unaltered.

安達產物菁英三號董監事暨重要職員責任保險-進階版

**E120A 洗錢除外不保附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

A. 第2條定義增訂下列事項：

2.35 「**洗錢或相關金融犯罪**」，其定義與任何法令、法律、規則、法規、國際公約、慣例或協議，針對有關非法現金流通或通貨交易所為之定義(或針對相同犯罪行為所為之定義)相同。

B. 第3條除外不保事項增訂下列事項：

3.11 基於、肇因於或可歸因於任何實際或被指控之**洗錢或相關金融犯罪**。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E128A Intellectual Property Exclusion with Carve-back for Defence Costs

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Exclusion 3.9 shall not apply to **Defence Costs** in respect of any **Claim** brought outside the United States of America or Canada against an **Insured**, up to the sub-limit of liability for all payments under this Extension is **US\$[insert amount]**. This sub-limit is part of and not in addition to the applicable Limit of Liability.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E194 Change of Premium

It is hereby understood and agreed that with effect from **[insert date]**, the Item 8 of the **Schedule** is deleted in its entirety and replaced as followed (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

<b>Item 8. Premium</b>	<b>US\$[insert amount]</b>
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In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E080B Product Liability Exclusion (for)

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Exclusion 3.10 is hereby deleted in its entirety and replaced by the following:

3.10 for any actual and alleged failure or effect of any product.

In all other respects this policy remains unaltered.

安達產物菁英三號董監事暨重要職員責任保險-進階版

### E080B 產品責任除外不保附加條款(直接原因)

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

本保險單第 3.10 條除外不保事項內容完全刪除並以下列規定取代:

3.10 任何產品實際上或被指稱不作用或作用所直接導致之損失。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E131A Global Insurance Program Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

It is acknowledged that the **Named Insured** has, or may have, **Subsidiaries** in jurisdictions in which a **Local Policy** is required and/or this policy may not be recognised. It is agreed that the **Insurer** shall, where permitted by applicable law, and subject to the limit of liability and all other terms and conditions of the policy, provide the following cover to the **Named Insured** (as may be applicable):

Insuring Agreement

The **Insurer** shall indemnify the **Named Insured** in respect of sums equal to any payments for **Loss** of an **Insured** that, solely as a result of any of the following circumstances, have been lawfully indemnified by a **Subsidiary** according to the applicable law, that such **Subsidiary** claims from the **Named Insured** in a **Demand**:

- A. Where a **Local Policy** is required by applicable law but prior to the incurring of **Loss** by an **Insured** such a policy had not in fact been issued; or
- B. Where a **Local Policy** had been issued but, for any reason, did not pay the **Loss**; or
- C. Where a **Local Policy** had been issued but its limit of liability becomes exhausted by payments made in part satisfaction of **Loss**.

安達產物菁英三號董監事暨重要職員責任保險-進階版

### E035 金融機構除外不保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

就直接或間接基於、肇因於或可歸因於被保險公司或被保險人提供或計畫提供專業服務、商品予任何人,或被指控因與下列範圍相關之行為、錯誤或應作為而不作為所造成之損失,本公司不負賠償責任。該專業服務之範圍包括但不限於:經紀人、自營商、財務顧問、投資顧問、投資銀行、

投資經理人、清算代理人、保險經紀人、不動產共同投資發起人所提供之服務；或被保險公司信託部門所提供之服務，或個人、合夥、公司組織或政府組織之受託管理人、其他受託人或代理人所提供之服務；或任何與上述服務有相同功能者；或任何其他專業服務。  
本附加條款未約定事項悉依本保險單約定辦理。

### 安達產物菁英三號董監事暨重要職員責任保險-進階版

#### E042 保險契約除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就任何直接或間接基於、肇因於或可歸因於主張下列一項或多項事由所致賠償請求之損失，本公司不負賠償責任：

- (1) 任何拒絕續保或終止任何保險契約；
- (2) 任何未能或拒絕支付、或延遲支付根據保險契約所應付之到期或宣稱已到期之保險金；
- (3) 於處理任何保險契約所生或依據保險契約之請求或履行義務時，有任何欠缺善意或未公平對待之情事。

「保險契約」係指任何保險、再保險、保證保險或補償保險，包括但不限於年金保險、養老保險、退休金契約與風險管理自我保險計畫、共保或其他類似之計畫。

本附加條款未約定事項悉依本保險單約定辦理。

#### E195 Amendment of Company

With effective from {insert date}, Item 1 Company (Applicant) of the Schedule is amended to read as {insert company name}.

In all other respects this policy remains unaltered.

#### E196 Amendment of Principal Address

With effective from {insert date}, Item 1 Principal Address of the Schedule is amended to read as {insert company address}.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E126A Termination Endorsement-proportional

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

4. Conditions, Clause 4.12 is deleted and replaced by the following

#### **4.12. Termination / Cancellation**

- (i) This policy may be terminated or cancelled as follows:
  - (a) cancelled immediately by the **Insurer** for non payment of premium;
  - (b) terminated by the first named company shown in Item 1 of the **Schedule** upon receipt by the **Insurer** of written notice. If there are no **Claims, Investigations** or circumstances notified to the **Insurer** under this policy beforehand, the **Insurer** will refund any unearned premium calculated proportional to the unexpired time on risk;
  - (c) terminated by the **Insurer** upon 30 days written notice to the first named company shown in Item 1 of the **Schedule**. If there are no **Claims, Investigations** or circumstances notified to the **Insurer** under this policy beforehand or during this 30-day period, the **Insurer** will refund any unearned premium calculated proportional to the unexpired time on risk;
- (ii) The parties further agree that no unearned premium will be refunded upon termination if any **Claim, Investigation**, fact or circumstance has been notified under this policy.

In all other respects this policy remains unaltered.

#### E078B Prior Acts for Acquired Entities Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The cover provided by this policy shall not exclude any Claim for Wrongful Acts by the Directors, Officers or employees of [insert name of entity] on or prior to [M&A date].

In all other respects this policy remains unaltered.

#### E027E Entity Cover for Employment Practices Liability

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this Endorsement only, the following provisions are amended and/or added to the policy:

**1. Extension of Cover**

The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made against the **Company** for an **Employment Related Wrongful Act** after the **Effective Date** and during the **Policy Period** or **Discovery Period** (if applicable).

**2. Definitions**

For the purposes of this endorsement only:

- (a) The "**Effective Date**" is [insert date].
- (b) "**Retention**" means the amount shown in Condition 4(b) of this endorsement.
- (c) "**Employment Practice Continuity Date**" means the earlier of:
  - (1) the **Effective Date** of this endorsement, or
  - (2) the effective date of the first Employment Practices Entity Cover issued by the **Insurer** to the **Company** and continuously maintained in force until the **Effective Date** of this endorsement.
- (d) Definition 2.11 **Insured** shall also include the **Company** but only for **Claim** against the **Company** for an **Employment Related Wrongful Act**.
- (e) Definition 2.15 **Loss** means:
  - (1) any damages, judgments and settlements for which an **Insured** is legally liable in respect of a **Claim**;
  - (2) **Defence Costs**;
  - (3) aggravated, punitive and exemplary damages imposed on the **Company** where insurable by the applicable law, except in relation to **Employment Related Wrongful Acts** (provided that this exception shall not extend to a **Claim** for defamation, even if such **Claim** involves an **Employment Related Wrongful Act**).

**Loss** does not include:

- (1) fines or penalties imposed by law, or any matter deemed uninsurable under the applicable law; or
- (2) taxes or sums payable in relation to taxes; or
- (3) the multiplied portion of any damages award; or
- (4) employee benefits of any description, including but not limited to the provision of long service payments (including pension), severance payments, bonus payments, stock or share options, company cars, travel allowances, education and training allowances, housing allowances, medical or dental expenses cover and mobile or other telephones; or
- (5) front pay or future salary or wages including commissions.

**3. Exclusions**

For the purposes of this endorsement only, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation**:

- (a) based on, arising from or attributable to an **Employment Related Wrongful Act** received by the **Company** on or prior to the **Employment Practice Continuity Date**;
- (b) based on, arising from or attributable to any liability assumed by the **Company** under an express employment contract or agreement unless the **Company** would have had such liability even in the absence of such contract or agreement;

**4. Conditions**

For the purposes of this endorsement only, the following Conditions shall apply

- (a) The **Insurer's** total aggregate limit of liability for all claims made against the **Company** arising from an **Employment Related Wrongful Act** covered by this endorsement is expressly subject to a sub-limit of **US\$[insert amount]**, which forms part of the total aggregate Limit of Liability shown in Item 3 of the Schedule.
- (b) The **Insurer** shall only pay for that amount of any **Loss** in respect of cover provided by this endorsement which exceeds the retention of
  - (1) **US\$[insert amount]**, each and every **Claim** under the jurisdiction of the courts in the United States of America or Canada, or settled by compromise in the United States of America or Canada;
  - (2) **US\$[insert amount]**, each and every **Claim** falling anywhere in the world other than in the United States of America or Canada;



- (3) **US\$[insert amount]**, each and every **Claim** arising from or relating to the acquisition of **[insert company name]**.

In all other respects this policy remains unaltered.

### **E030F Entity Cover for Securities Claims Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this Endorsement only, the following provisions are amended and/or added to the **Policy**:

#### **1. Extension of Cover**

The cover provided under this policy is extended to pay on behalf of the **Company** **[insert amount]% Loss** of the **Company** arising from any **Securities Claim** first made against the **Company** after the **Effective Date** and during the **Policy Period** (or **Discovery Period** if applicable) for any **Wrongful Act** committed by the **Company**. [Provided that the remaining **[insert amount]%** of such **Loss** shall be borne by the **Company** and remain uninsured.]

#### **2. Definitions**

For the purposes of this endorsement only:

- (a) The **Effective Date** is **[insert date]**.  
(b) Definition 2.11 **Insured** shall also include the **Company** but only for **Securities Claims**.  
(c) Definition 2.15 **Loss** shall be amended as follows:

2.15 **Loss** means

- (i) any damages, judgments and settlements for which an **Insured** is legally liable in respect of a **Claim**; and  
(ii) **Defence Costs**; and  
(iii) aggravated damages and punitive and exemplary damages imposed on the **Company** where insurable by the applicable law.

**Loss** does not include

- (i) fines or penalties imposed by law, or any matter deemed uninsurable under the law; or  
(ii) taxes or sums payable in relation to taxes; or  
(iii) the multiplied portion of any damages award.

- (d) **Securities Claim** means any **Claim**, other than an administrative or regulatory proceeding made against, or an **Investigation** of, the **Company** alleging the violation of Securities laws of any country which is:  
(i) brought by any person or entity alleging, arising out of, based upon or attributable to the purchase or sale or offer or solicitation of an offer to purchase or sell any **Securities** of the **Company**; or  
(ii) brought by a holder of **Securities** of the **Company**, whether directly or on behalf of the **Company**.

**Securities Claim** shall not include an **Employment Related Wrongful Act** alleging or arising out of the loss of or failure to receive stock or stock options.

- (e) Definition 2.34 **Wrongful Act** shall be amended as follows:

**Wrongful Act** means any:

- (i) actual or alleged, breach of trust, error, omission, misstatement, misleading statement, or defamation, neglect or breach of duty by an **Insured** whilst acting in the capacity of **Director, Officer** or employee of the **Company** or of an **Outside Entity** or of a **Not-for-Profit Entity**; or  
(ii) actual or alleged **Employment Related Wrongful Act** claimed against an **Insured** in his or her capacity as such; or  
(iii) matter claimed against a **Director or Officer** solely by reason of his or her status as a **Director or Officer** of the **Company** or of an **Outside Entity** or of a **Not-for-Profit Entity**.  
(iv) with respect to the **Company** any actual or alleged breach of trust, error, omission, misstatement, misleading statement, or defamation,

neglect, breach of duty or breach of warranty of authority by the **Company** but only in relation to a **Securities Claim**.

### 3. Exclusions

The following exclusions are added to 3. Exclusions of the policy for the purposes of this endorsement only:

- (a) based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the **Company**, an **Outside Entity**, a **Not-for-Profit Entity** or an **Insured** and issued or otherwise begun before the **Effective Date** or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings;
- (b) based on, arising from or attributable to any act of any person who has been, now is or shall become chief executive officer, managing director, chairman, general manager, director, supervisor, or any person who holds an equivalent position of the company shown in Item 1 of the **Schedule**, which is found by final judgment or adjudication of any Court to be deliberately fraudulent and was material to the case so adjudicated;
- (c) based on, arising from or attributable to the failure by the **Company** to comply with any warranty, guarantee or statement given or made by or on behalf of the **Company**, if such failure is actionable in the absence of negligence or lack of due diligence on the part of the **Company**;
- (d) based on, arising from or attributable to any allegation that the **Company** paid an inadequate or unfair price or consideration for any securities of a company, provided that this exclusion shall not apply to **Defence Costs**.

### 4. Conditions

- (a) The total aggregate limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** (including **Securities Claims** against the **Company**) under one or more insuring agreements, extensions or endorsements of this Policy shall be the amount specified in Item 3 of the **Schedule** irrespective of the number of **Insureds** who claim, the amounts of any such **Claims** or **Investigations** or when they are made.
- (b) The following section is hereby added to Item 4 of the **Schedule**:  
**Securities Claims:**
  - (i) **Securities Claims** falling under the jurisdiction of the courts in the United States of America or Canada, or settled by compromise in the United States of America or Canada: **US\$[insert amount]**;
  - (ii) **Securities Claims** falling anywhere in the world other than in the United States of America or Canada: **US\$[insert amount]**;
  - (iii) each and every **Claim** arising from or relating to the acquisition of **[insert company name]**: **US\$[insert amount]**.

### 5. Severability

For the purposes of this endorsement only, the following is added to 6. Proposal Form Disclosure and Severability:

For the purposes of determining cover under this endorsement, only statements made and information possessed by any chief executive officer, managing director, chairman, director, supervisor, general manager or any person who holds an equivalent position of the company shown in Item 1 of the **Schedule** shall be imputed to the **Company**.

In all other respects this policy remains unaltered.

### E065 擴大發現期附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

1. 經支付額外保險費 **[填入金額]**元為對價, 承保明細表第二項茲修正如下:

保險期間: 自: **[填入原保險期間開始日期]**

至: **[填入經延長之保險期間之屆滿]**

本公司依條件第 4.1 條責任限額所約定之所有損失之最高累積責任限額應維持不變。

本公司基於本保險單僅就直接或間接基於、肇因於或可歸因於發生於[填寫日期]前之錯誤行為或調查所生之損失，予以承保。

2. 本保險單以下條款於此刪除：

- (i) 5. 發現期間
- (ii) 擴大承保第 7.1 條「從屬公司」
- (iii) 擴大承保第 7.3 條「退休董事或重要職員」

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

#### E147A 信評調降附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

當本公司有下列情形之一時，承保明細表第一項所列第一順位之公司得終止本保險單：

- (1) 完全中止對於董監事暨重要職員責任保險之出單業務或正式公告擬中止該業務；
- (2) 將依命令或依決議解散，或已正式提出解散安排之方案；
- (3) 主管機關撤銷經營保險業務之許可；或
- (4) 信用評等或集團母公司之信用評等，經標準普爾、A.M. Best或惠譽調降至[填寫信用評等]以下，或經穆迪調降至[填寫信用評等]以下。

發生上述(a)至(d)之任何事由後，承保明細表第一項所列第一順位之公司得隨時以書面通知終止本公司於本保險單下之承保比例。倘於終止日前本保險單並無任何賠償請求、調查或曾通知本公司任何可能造成賠償請求之事實或情事，本公司將按日數比例退還未滿期保險費予承保明細表第一項所列第一順位之公司。

終止日為承保明細表第一項所列第一順位之公司正式書面通知之次一工作日。應退還之保險費以終止日迄保險期間末日此一期間按保險期間之比例計算。

倘本保險單有任何賠償請求、調查或曾通知本公司任何可能造成賠償請求之事實或情事，終止時未滿期保險費將不予退還。

本附加條款未約定事項悉依本保險單約定辦理。

#### E0164 Difference In Conditions Endorsement

By way of endorsement to this policy, it is agreed that the **Insurer** shall, where permitted by the applicable local law and regulation of the jurisdiction in which this policy is issued, and subject to the **Limit of Liability** and all other terms and conditions of this Policy, provide the following cover to the company shown in Item 1 of the **Schedule** (as may be applicable):

Where a **Loss** would be covered within the terms and conditions of the **Master Policy** and is not covered in whole or in part within the terms and conditions of this policy, then, the terms of this policy shall be automatically extended to provide such cover for the **Loss** as would have been provided if the claim had been brought under the **Master Policy**, save to the extent that such cover under the **Master Policy** has been specifically restricted or limited by exclusion or endorsement. For the avoidance of doubt, the **Limit of Liability** applicable in respect of any such **Loss** shall be the **Limit of Liability** applicable to this Policy and not the **Limit of Liability** that is applicable to the **Master Policy**.

#### Additional Definitions

**Master Policy** means the policy issued to [.....] under policy number [.....]

Except where provided above, all terms and conditions of this **Policy** shall remain unchanged.

#### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E078C Prior Acts for Acquired Subsidiaries

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

[In consideration of the payment of an additional premium of [insert additional premium],] notwithstanding Definition 2.32 and Extension 7.1, the cover provided by this policy shall

not exclude **Claims for Wrongful Acts or Investigation** for conducts by the **Directors, Officers** or employees of **[insert name of entity]** occurring before such entity became a **Subsidiary**.

Provided that **Company** must disclose to us all facts and matters inquired by us and ensure the information given to us are complete, accurate and not misleading.

In all other respects this policy remains unaltered.

#### 菁英三號董監事暨重要職員責任保險-進階版

#### E153A 修正被保險人附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

本保險單第 2.11 條被保險人內容完全刪除並以下列規定取代:

2.11 「**被保險人**」係指任何自然人曾為、現為或即將成為下列之人者:

- (i) **董監事或重要職員**; 或
- (ii) **幕後董事者**; 或
- (iii) **被保險公司**之受僱人; 或
- (iv) **董監事或重要職員**於喪失行為能力、失去清償能力或破產時,其法定代理人或破產管理人; 或
- (v) **董監事或重要職員**之合法配偶或同居伴侶,惟僅限於該**賠償請求**係因該**董監事或重要職員**之**錯誤行為**而生者; 或
- (vi) 在**賠償請求**所根據之**錯誤行為**發生時擔任**被保險公司董監事或重要職員**,其死亡後之遺產繼承人、遺產管理人或遺囑執行人; 或
- (vii) **被保險公司**為員工福利所設置之**年金、退休金或員工福利基金**之受託人; 或
- (viii) 於**被保險公司**上市所備資料或發行之**公開說明書**上載明即將成為**董事**之人; 或
- (ix) 受 **Sarbanes-Oxley Act of 2002** 約束之**被保險公司**所僱任之**律師**;

惟**被保險人**不包含:

- (a) 外部稽核人員; 或
- (b) 清算人、破產管理人或行政接管人、檢查人、重整人、重整監督人或依照其他管轄領域之法律於**被保險公司**失去清償能力或重整時所指派類似之人員(惟不包括由**被保險公司**依法自**董監事或重要職員**中所選任之清算人); 或
- (c) 債權人。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英三號董監事暨重要職員責任保險-進階版

#### E154A 修正終止或解除附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

本保險單第 4.12 條終止或解除內容完全刪除並以下列規定取代:

#### 4.12 終止或解除

本保險單得因下列事由之一而終止或解除:

- (i) **本公司**因**被保險公司**未在合理期間內支付保險費而立即解除;
- (ii) 因**本公司**收到**承保明細表**第一項所列第一順位之公司之書面通知而終止。倘本保險單於本保險期間並無任何**賠償請求、調查、事實**或曾通知**本公司**任何可能造成**賠償請求**之情事, **本公司**將依**承保明細表**第十八項之短期費率表退還未滿期保險費。
- (iii) 由**本公司**與**承保明細表**第一項所列第一順位之公司合意後終止。

倘本保險單有任何**賠償請求、調查、事實**或曾通知**本公司**任何可能造成**賠償請求**之情事, 則保險費視為已滿期且將不予退還。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英三號董監事暨重要職員責任保險-進階版

#### E156A 修正要保書之揭露及可分割性附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

本保險單第 6 條要保書之揭露及可分割性內容完全刪除並以下列規定取代：

#### 6. 要保書之揭露及可分割性

本公司係依據要保書為承保與否之依據。該要保書應構成本保險單之基礎。

惟要保書應被視為各被保險人之個別要保。關於要保書內之聲明及詳細內容，任一被保險人所為之聲明或知悉之資訊，不應被引用以對抗其他被保險人應享有之權利。

(1) 本公司不會因為被保險人於要保書揭露有疏失或過失之隱匿或不實陳述而主張解除或撤銷本保險單。

(2) 但對於要保書之揭露有故意或疏失或過失之任何為不實陳述、隱匿或知悉其應揭露予本公司之事實或情事之被保險人，或得予補償該被保險人之被保險公司，本公司不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

#### E027E 公司僱傭行為賠償責任附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：基於本附加條款之適用目的，本保險單修正及/或新增下列條款：

#### 1. 承保範圍之擴大

本公司將為被保險公司支付，就被保險公司在生效日後於保險期間或發現期間(如有適用)內，首次被指控有僱傭上錯誤行為而遭受賠償請求之所有損失。

#### 2. 定義

於本附加條款下：

(a) "生效日"係指[填寫日期]。

(b) "自負額"係指本附加條款條件第 4(b)項所列之金額。

(c) "僱傭行為持續日"係指下列之時間點中較早者：

(1) 本附加條款之生效日，或

(2) 本公司首次承保被保險公司之僱傭行為之生效日，且持續至本附加條款之生效日者。

(d) 定義第 2.11 條有關被保險人之定義應包含被保險公司在內，惟僅限對該被保險公司因僱傭上錯誤行為之賠償請求者。

(e) 定義第 2.15 條「損失」係指：

(1) 被保險人就賠償請求，於法律上應負擔之任何損害賠償、裁決金額或和解金額；

(2) 抗辯費用；

(3) 依準據法所允許承保之加重損害賠償及懲罰性或懲戒性之損害賠償，但不包括與僱傭上錯誤行為有關之賠償責任(惟前述但書不包括就誹謗所提起之賠償請求，即使其涉及僱傭上錯誤行為)；

損失不包括：

(1) 法律規定之罰金或罰鍰或其他依準據法所不得承保之任何事故；或

(2) 稅金或與稅金有關之應支付款項；或

(3) 任何性質之員工福利，包括但不限於提供長期服務金(包括退休金)、資遣費、紅利金、股票或股票選擇權、公司代步車、旅遊津貼、教育和訓練補助、住房補助、醫療或牙醫費用、手機或其他電話費用等；或

(4) 未來之薪資或工資，包括佣金。

#### 3. 除外不保事項

於本附加條款下，與下列任何賠償請求或調查相關之損失，本公司不負賠償責任：

(a) 基於、肇因於或可歸因於被保險公司僱傭上錯誤行為，而該賠償請求或調查係被保險公司於僱傭行為持續日或之前所遭受者；

(b) 基於、肇因於或可歸因於被保險公司於明示的僱傭契約或協議下應負之賠償責任，除非在該僱傭契約或協議不存在的情況下，被保險公司亦須負賠償責任者。

#### 4. 條件

於本附加條款下，應適用以下條件：

(a) 就本附加條款所承保，因被保險公司之僱傭上錯誤行為而導致之所有賠償請求，本公司所負之最高累積責任限額為美金[填寫金額]元；此一附屬限額為承保明細表第三項所列之累計責任限額的一部分。

(b) 本公司就本附加條款承保範圍，僅須就超過自負額部份之損失負賠償責任：

(1) 任一在美國或加拿大法院管轄範圍內之賠償請求或在美國或加拿大和解之賠償請求，其自負額為美金[填寫金額]元。

(2) 任一在美國或加拿大以外地區之賠償請求，其自負額為美金[填寫金額]元。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

### E030G 公司有價證券賠償請求附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：基於本附加條款之適用目的，本保險單修正及/或新增下列條款：

#### 1. 承保範圍之擴大

本保險單擴大承保被保險公司在生效日後，於保險期間或發現期間(如有適用)內，首次因其被指控有錯誤行為而遭受任何有價證券賠償請求之損失之[填寫數額]%，由本公司為被保險公司支付。

[但其餘[填寫數額]%之損失應由被保險公司自行負擔且未承保。]

#### 2. 定義

於本附加條款下：

(a) 生效日為[填寫日期]。

(b) 第 2.11 條「被保險人」之定義於應包含被保險公司在內，但僅限於有價證券賠償請求。

(c) 定義第 2.15 條損失修改如下：

2.15 「損失」係指

(i) 被保險人就賠償請求，於在法律上應負擔之任何損害賠償、裁決金額或和解金額；及

(ii) 抗辯費用；及

(iii) 適用法律所允許承保之加重損害賠償及懲罰性或懲戒性之損害賠償。

「損失」不包括

(i) 法律規定之罰金或罰鍰或其他依法不得承保之任何事故；或

(ii) 稅金或與稅金有關之應支付款項。

(d) 有價證券賠償請求係指於下列情形，被保險公司被指稱違反任何國家之證券法令之賠償請求或遭到任何行政或監理程序以外之調查：

(i) 由任何個人或組織指控、肇因於、基於或可歸因於被保險公司有價證券之購買、出售、出售之要約或要約之引誘；或

(ii) 由被保險公司有價證券之持有人，直接或代被保險公司提起者。

有價證券賠償請求不包括僱傭上錯誤行為被指控或肇因於股票或股票選擇權之損失，或未能收到股票或股票選擇權。

(e) 本保險契約第 2.34 條「錯誤行為」之定義修改如下：

「錯誤行為」係指

(i) 被保險人於擔任被保險公司、其外部組織或非營利組織之董監事、重要職員或其他受僱人職務時，任何實際或被指稱有背信、錯誤、不作為、不實陳述、誤導性陳述、誹謗、過失或違反義務；或

(ii) 被保險人於擔任以上職務時，任何實際或被指控之僱傭上錯誤行為而被請求；或

(iii) 被保險人單純因擔任被保險公司或其外部組織或非營利組織之董監事或重要職員而被請求之情事；或

(iv) 被保險公司實際或被指控背信、錯誤、不作為、不實陳述、誤導性陳述、誹謗、過失、違反義務或違反被保險公司擔保責任，但僅與有價證券賠償請求有關者為限。

#### 3. 除外不保事項

於本附加條款下，本保險單第 3 條除外不保事項增訂下列事項：

(a) 基於、肇因於或可歸因於，被保險公司、外部組織、非營利組織或被保險人所涉及任何繫屬中或先前訴訟，或其他法律程序(包括但不限於民事、刑事、監理、行政程序或官方調查程序)，而其發動或開始於生效日之前，或指稱或源於與繫屬

中或先前訴訟或其他法律程序所被指稱之原因事實或事件相同或實質相同者。

- (b) 基於、肇因於或可歸因於曾為、現為或將成為**承保明細表**第一項所列公司之執行長、常務董事/執行業務董事、董事長、董事、監察人、總經理或其他相當職位者之任何人之任何行為，經任何法院確定之判決或宣告，認定其係基於故意欺騙，且對於系爭案件之判定有決定性的；
- (c) 基於、肇因於或可歸因於**被保險公司**違反任何**被保險公司**本身或代其提出或提供之擔保、保證或聲明，且倘使**被保險公司**本身沒有疏失或未缺乏合理注意，仍然因為該違反行為而被起訴者；
- (d) 基於、肇因於或可歸因於任何對**被保險公司**就任何公司之有價證券給付為不適當或不公平之價格或對價之指控，惟此一除外不保事項並不適用於**抗辯費用**。

#### 4. 條件

- (a) 本保險單**承保明細表**上第三項所列之金額，為**本公司**就本保險單承保範圍、擴大承保或附加條款所承保之所有**賠償請求**所生之所有**損失**應賠償之累積責任限額（包括對**被保險公司**之**有價證券賠償請求**），不因**賠償請求**或**調查**之次數、提出請求之**被保險人**人數、**賠償請求**或**調查**之金額或提出時間，而有不同。
- (b) **承保明細表**第四項增訂下列部分：

**有價證券賠償請求：**

- (i) 在美國或加拿大法院管轄範圍內，或在美國或加拿大和解之**有價證券賠償請求**：美金[填寫金額]元。
- (ii) 在美國或加拿大以外地區之**有價證券賠償請求**：美金[填寫金額]元。

#### 5. 可分割性

於本附加條款下，第 6 條要保書之揭露及可分割性增訂下列事項：

為確定本附加條款之承保範圍，僅有**承保明細表**第一項所列公司之執行長、常務董事/執行業務董事、董事長、董事、監察人、總經理或其他相當職位者之任何人所為之聲明或持有之資訊，始能被援引對抗**被保險公司**。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

### E127A 外部董事擴大承保附加條款-除外適用

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 7.5 條外部董事之擴大承保內容完全刪除並以下列規定取代：

#### 7.5 外部董事之擴大承保

(i) 本保險單之承保範圍（符合承保範圍、本保險單之其他條款、條件及累積責任限額之情況下）擴大及於在**被保險公司**之**董監事**或**重要職員**或執行管理或監督職務之受僱人，其依**被保險公司**之特別要求：

- (a) 於**保險期間**開始時或之前，擔任任何**外部組織**之**董監事**或**重要職員**或執行管理或監督職務之受僱人；或
- (b) 於**保險期間**內，成為任何**外部組織**之**董監事**或**重要職員**或執行管理或監督職務之受僱人，但僅限於該**被保險公司**之**董監事**或**重要職員**或執行管理或監督職務之受僱人於**外部組織**擔任該職位時所為之**錯誤行為**。

(ii) 本保險單之承保範圍亦（符合承保範圍、保險單之其他條款、條件及累積責任限額之情況下）擴大及於在**被保險公司**之特別要求下之**被保險公司**之**董監事**或**重要職員**或執行管理或監督職務之受僱人，其擔任任何**非營利組織**之**董監事**、**重要職員**、或執行管理或監督職務之受僱人、受託人、主管或其他相當職位之人員，但僅限於該**被保險公司**之**董監事**或**重要職員**或執行管理或監督職務之受僱人於**非營利組織**擔任該職位時所為之**錯誤行為**。

(iii) 上述第 7.5 (i) 或 7.5 (ii) 條承保範圍，僅就**損失**超過該**外部組織**或**非營利組織**所能補償的部份，負賠償責任。

(iv) 上述第 7.5 (i) 或 7.5 (ii) 條承保範圍，僅就**損失**超過該**外部組織**或**非營利組織**及其**董監事**暨**重要職員**或執行管理或監督職務之受僱人之任何有效**董監事**暨**重要職員**責任保險承保的部分，

負賠償責任。

(v) 如該保險係本公司或任何安達集團成員承保者（或將承保理賠，除非因屬自負額範圍或已達責任限額而未理賠），則本擴大承保條款所有損失之累積責任限額，應扣除其他安達集團成員已償付該外部組織、非營利組織及其董監事 and 重要職員或執行管理或監督職務之受僱人之金額。惟本 7.5 (v) 條之規定不適用於[填寫外部組織名稱]。

(vi) 如於保險期間內，有本擴大承保條款所承保之被保險公司之董監事或重要職員或執行管理或監督職務之受僱人，停止擔任外部組織或非營利組織之職位（或非依被保險公司要求而擔任該職位者），本保單就前述人士於擔任該外部組織或非營利組織時之錯誤行為仍繼續承保（符合其他條款與條件之情況下）。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版 E148F 繼續承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 7.8 條繼續承保內容完全刪除並以下列規定取代：

#### 7.8 繼續承保

本保險單擴大承保被保險人就任何賠償請求或調查，未能及時依本公司及/或其他公司先前核發之董監事暨重要職員責任保險通知本公司，但於本保險期間或發現期間（如有適用）內通知本公司，並符合下列規定者：

- (i) 對於前述賠償請求或調查（下稱「先前事件」），無任何詐欺、不揭露或不實陳述之情形；且
- (ii) 被保險人在首次知悉先前事件前，至本保險單開始生效日止，被保險人已投保本公司之董監事暨重要職員責任保險，且保險期間從未中斷；且
- (iii) 本擴大承保條款提供之保障將以被保險人首次知悉先前事件當時有效保險單之條款、條件、除外不保事項及限制（包括承保範圍、承保明細表、責任限額及自負額）為依據；惟以該當時有效之保險單就前述賠償請求所提供之保障為限。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版 E155 修正發現期間附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 5 條發現期間內容完全刪除並以下列規定取代：

#### 5. 發現期間

- (i) 如承保明細表第一項所列之公司拒絕續保，無須支付額外保費，本保險單承保範圍擴及保險期間屆滿日起算之 90 日內，對被保險人在上述 90 日以前或之前首次提出之賠償請求，惟僅限於保險期間屆滿前所犯或被指稱之錯誤行為。承保明細表第一項所列之公司得繳付承保明細表第九 (a) 項所列之金額，以擴大本保險單承保範圍從保險期間屆滿日起算至承保明細表第九 (a) 項所列之一定期間為止，亦即承保範圍擴大為被保險人於發現期間以內或之前首次遭受之賠償請求（該 90 日之期間亦計入發現期間），惟僅限於保險期間屆滿前所犯或被指控之錯誤行為。
- (ii) 如本公司拒絕續保，被保險人無須支付額外保費，本保險單承保範圍擴及保險期間屆滿日起算之 90 日內，對被保險人在上述 90 日以前或之前首次提出之賠償請求，惟僅限於保險期間屆滿前所犯或被指稱之錯誤行為。承保明細表第一項所列之公司得繳付承保明細表第九 (b) 項之金額，以擴大本保險單承保範圍從保險期間屆滿起算至承保明細表第九 (b) 項所列之一定期間為止，亦即承保範圍擴大為被保險人於發現期間以內或之前首次遭受之賠償請求（該 90 日之期間亦計入發現期間），惟僅限於保險期間屆滿前所犯或被指控之錯誤行為。
- (iii) 承保明細表第一項所列之公司有權依上述規定購買發現期間，但必須在保險期間屆滿後三十日內以書面通知本公司，並於支付約定之保險費後始生效力。



- (iv) 若本公司提出之續保條款、條件、責任限額或保險費等和原期滿之保險單不同，不構成拒絕續保。
- (v) 如發生下列情形，**承保明細表**第一項所列之公司無權購買**發現期間**：
  - (a) 有交易發生；或
  - (b) 本保險單之承保範圍依據第 7.3 條或 7.4 條仍繼續有效時。
- (vi) 但倘**被保險公司**於任何時間內，有其他董監事暨重要職員責任保險能涵蓋全部或一部分**發現期間**時，即使**被保險人**首次遭受**賠償請求**係在**發現期間**內，**本公司**不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英三號董監事暨重要職員責任保險-進階版**  
**E015B 視為被保險公司之從屬公司附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

基於本保險單適用目的，**[insert company name]**自**[insert date]**起，視為**承保明細表**第一項所列**被保險公司**之**從屬公司**。

就同一損失如為**[insert the name of company]**之任何有效董監事暨重要職員責任保險可償付或原可償付（若非本保險單之存在）者，則本公司僅就**損失**超過該保險單可償付或原可償付（若非本保險單之存在）之部分，負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E119A Removal of Parental Support Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event that the **Company's** parent company removes any guarantees or financial support the **Insurer** shall not be liable to make any payment for **Loss** based on, arising from, attributable to or in any way connected with directly or indirectly any **Claim** or **Investigation** brought against any **Insured** as a result of the **Company** being or becoming bankrupt or insolvent.

For the purposes of this endorsement, parent company means **[insert name of parent company]**.

In all other respects this policy remains unaltered.

**菁英三號董監事暨重要職員責任保險-進階版**  
**E078C 新收購從屬公司溯及承保附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

[經支付額外保險費 **[填入金額]**元為對價，]即使本保險單定義第 2.32 條及擴大承保第 7.1 條另有規定，本保險單就發生於**[填寫公司名稱]**成為**從屬公司**之前，其**董監事**、**重要職員**或受僱人之**錯誤行為**所致之**賠償請求**或行為所致之**調查**，不排除於承保範圍。

惟**被保險公司**應就**本公司**所詢問之事實及情形為具體揭露，並確保所提供之資訊無任何詐欺、不揭露或不實陳述之情形。

本附加條款未約定事項悉依本保險單約定辦理

**菁英三號董監事暨重要職員責任保險-進階版**  
**E187 修正其他保險附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：  
本保險單第 4.6 條**其他保險**完全刪除而為下述約定所取代：

如**被保險人**或**被保險公司**有其他保險契約（但就本保險單所安排之超額責任保險不在此限）可償付或原可償付（若非本保險單之存在）同一賠償請求者，則本公司僅就損失超過其他保險單（包括但不限於**[填入其他保險名稱]**）可償付或原可償付（若非本保險單之存在）之部分，負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英三號董監事暨重要職員責任保險-進階版**

### E158 變更調查定義附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):  
本保險單第2.13條定義之「調查」內容完全刪除並以下列約定取代:

「調查」係指被保險人在保險期間或發現期間內,針對被保險公司或被保險人其個人職務所為之任何正式或官方調查、檢查或詢問,而首次以書面要求或指名該被保險人出席。

惟調查不包含下列事項:非單獨針對被保險公司所為,而係針對被保險公司所屬產業之多數企業進行任何例行性或非例行性之正式調查、檢查、詢問或其他類似程序。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Directors & Officers Liability Insurance Policy E130 Company Deemed To Be A Subsidiary

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this policy, [Insert Company Name] is deemed to be a subsidiary of the **Company** shown in Item 1 of the **Schedule** prior to [Insert Date to be acquired].

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E126D Termination Endorsement- premium fully earned

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

#### 8. Termination / Cancellation

This policy may be terminated or cancelled as follows:

- (i) cancelled immediately by the **Insurer** for non payment of premium;
- (ii) terminated by the company in the Item 1 of the **Schedule** upon receipt by the **Insurer** of written notice while ; or
- (iii) terminated by mutual agreement between the **Insurer** and the company in the Item 1 of the **Schedule**.

The premium will not be repayable to the **Insured** in case of termination under 8 (ii) or (iii) above.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E158 Amendment of the Definition of Investigation

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

2.13 **Investigation** is hereby deleted in its entirety and replaced by the following:

**Investigation** means a formal or official investigation, examination or inquiry into the **Company** or an **Insured** in his or her capacity as such **Insured** at which the attendance of the **Insured** is first required or requested in writing during the **Policy Period** or **Discovery Period**. Notwithstanding, **Investigation** shall not include any official investigation, examination or inquiry or other similar proceeding arising from a routine or non-routine event that affects the majority of respective industry in which the **Company** conduct its business, as opposed to affecting primarily the **Company** itself.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E004 Antitrust Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The Insurer shall not be liable to make any payment under this policy for any **Claim** or **Investigation** directly or indirectly based on, arising from, attributable to or in connection with any actual or alleged breach of antitrust laws and regulations against the **Company** or any **Insured**.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

#### E004 反托拉斯除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限制及不保事項為不同規定者，不在此限）：

任何直接或間接基於、肇因於或可歸因於被保險公司或任何被保險人實際或被指稱違反反托拉斯法規或有關之任何賠償請求或調查，本公司皆不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英三號董監事暨重要職員責任保險-進階版

#### E078B 擴大新收購從屬公司溯及承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單就[填寫公司名稱]發生於[購併生效日]之前，其董監事、重要職員或受僱人之錯誤行為所致之賠償請求，不排除於承保範圍。

本附加條款未約定事項悉依本保險單約定辦理。

#### E197 Defence Costs for Criminal Proceeding with Sub-limit Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The Insurer's total aggregate limit of liability for Defence Costs of any criminal proceeding is expressly subject to a sub-limit of US\$[insert amount], which forms part of the total aggregate Limit of Liability shown in Item 3 of the Schedule.

However, the Insurer's total aggregate limit of liability for Defence Costs of any criminal proceeding made against an Insured shall be the amount specified in Item 3 of the Schedule only in the event that the Company fails to advance or indemnify where such failure is due solely to the insolvency of the Company.

In all other respects this policy remains unaltered.

#### E197 刑事抗辯費用附屬責任限額附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本公司對任何刑事抗辯費用所負之所有累積責任限額為美金[填寫金額]元；此一附屬限額為承保明細表第三項所列之累計責任限額的一部分。

然而，僅在被保險公司因失去清償能力而無力預先支付或補償抗辯費用時，本公司對任何刑事抗辯費用所負之所有累積責任限額為承保明細表第三項所列之累計責任限額。

本附加條款未約定事項悉依本保險單約定辦理。

#### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E198 Amendment of Presumptive Indemnification Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Condition 4.2 Retention (ii) is hereby deleted in its entirety and replaced by the following:

(ii) In the event and to the extent the Company is permitted or legally obligated to pay an Insured by way of indemnification as a result of any Claim or Investigation, or is not prevented by law from indemnifying an Insured as a result of any Claim or Investigation, the retention shall be paid by the Company. If the Company fails or refuses to indemnify an Insured other than for Non-Indemnifiable Loss then subject to all other terms and conditions of this policy the Insurer shall only pay the Loss resulting from such Claim or Investigation in excess of the amount of the retention.

In all other respects this policy remains unaltered.

#### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E235 Intellectual Property Exclusion-With Carve-back For Shareholder

## Actions

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Exclusion 3.9 is hereby deleted in its entirety and replaced by the following:

3.9 based on, arising from or attributable to any actual or alleged plagiarism or infringement of any intellectual property right, including but not limited to plagiarism, copyright, trademark, trade secret, registered design or patent.

Provided that this exclusion shall not apply to **Loss** for any **Claim** against the **Insured** made by or on behalf of a shareholder of the **Company** solely based on or arising from any allegation of such **Insured's** failure to perform supervision or management duty.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E235 智慧財產權除外不保附加條款-承保股東訴訟

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及不保事項為不同規定者，不在此限）：

本保險單第 3.9 條除外不保事項之內容完全刪除並以下列規定取代：

3.9 基於、肇因於或可歸因於實際或被指稱抄襲或侵害智慧財產權，包括但不限於著作權、商標、商業機密、註冊新式樣或專利。

惟單純基於或肇因於任何指控**被保險人**疏於行使監督或管理職責，而由**被保險公司**股東或代其所提出任何**賠償請求**之**損失**，本除外不保條款不予適用。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E236 Product Exclusion – With Carve-back For Shareholder Actions

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Exclusion 3.10 is hereby deleted in its entirety and replaced by the following:

3.10 based on, arising from or attributable to the failure or effect of any product.

Provided that this exclusion shall not apply to **Loss** for any **Claim** against the **Insured** made by or on behalf of a shareholder of the **Company** solely based on or arising from any allegation of such **Insured's** failure to perform supervision or management.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E236 產品責任除外不保附加條款-承保股東訴訟

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及不保事項為不同規定者，不在此限）：

本保險單第 3.10 條除外不保事項之內容完全刪除並以下列規定取代：

3.10 基於、肇因於或可歸因於任何產品之不作用或作用。

惟單純基於或肇因於任何指控**被保險人**疏於行使監督或管理職責，而由**被保險公司**股東或代其所提出任何**賠償請求**之**損失**，本除外不保條款不予適用。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

#### E198 變更推定補償附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 4.2 條自負額(ii)之內容完全刪除並以下列規定取代：

(ii) 就任何**賠償請求**或**調查**，在**被保險公司**被允許或依法有義務賠付**被保險人**之情況及限度內，或依適用法令未禁止其賠付**被保險人**之情況及限度內，自負額應由**被保險公司**負擔。若**被保險公司**就**無法獲得補償**之**損失**以外之**損失**未能或拒絕補償**被保險人**時，在符合本保險單其他條款規定之情形下，**本公司**僅就該**賠償請求**或**調查**所產生之**損失**超過其自負額的部份予以支付。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Directors & Officers Liability Insurance Policy E198A Amendment of Presumptive Indemnification Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Condition 4.2 Retention is hereby deleted in its entirety and replaced by the following:

(i) In the event and to the extent the **Company** is permitted or legally obligated to pay an **Insured** by way of indemnification as a result of any **Claim**, or is not prevented by law from indemnifying an **Insured** as a result of any **Claim**, and fails or refuses to do so for any reason, the **Insurer** shall only pay the **Loss** resulting from such **Claim** or **Investigation** in excess of the amount of the retention specified in Item 4 of the **Schedule**. If more than one retention is applicable to a **Claim** or an **Investigation** arising out of a single act or a series of related acts, only one retention shall be applied, being the highest amount of the retention. The retention shall be paid by the **Company**.

(ii) The **Insurer** shall have no obligation to pay any **Loss** for a **Claim** within the amount of such retention if applicable; provided that if the **Company** is unable to pay the amount of the retention due to insolvency or prohibition by applicable laws then subject to all other terms and conditions of this policy the **Insurer** shall pay such **Loss** and be subrogated to the **Insured's** rights of indemnity.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險

#### E198A 變更推定補償附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 4.2 條自負額之內容完全刪除並以下列規定取代：

(i) 就任何**賠償請求**，在**被保險公司**被允許或依法有義務賠付**被保險人**之情況及限度內，或依法未禁止其賠付**被保險人**之情況及限度內，而**被保險公司**未能或拒絕賠付時，**本公司**僅就該**賠償請求**或**調查**所產生之**損失**超過其自負額的部份予以支付。若單一**賠償請求**或**調查**適用一個以上自負額規定，而該**賠償請求**或**調查**係因單一行為或一連串相關行為所導致，則僅適用最高之自負額之規定。自負額應由**被保險公司**自行負擔。

(ii) **本公司**就自負額內因**賠償請求**所生之**損失**，不負賠償責任；惟倘**被保險公司**失去清償能力或因適用法令所禁止而無法負擔自負額時，**本公司**將依本保險單之規定支付自負額之金額，而於賠付後代位行使**被保險人**之賠償請求權。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Directors & Officers Liability Insurance Policy E119A Removal of Parental Support Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event that the **Company's** parent company removes any guarantees or financial support the **Insurer** shall not be liable to make any payment for **Loss** based on, arising from, attributable to or in any way connected with directly or indirectly any **Claim** or **Investigation** brought against any **Insured** as a result of the **Company** being or becoming bankrupt or insolvent.

For the purposes of this endorsement, parent company means [insert name of parent company].

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險

#### E119A 控制公司撤回財務支援之除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：倘被保險公司之控制公司撤回任何保證或財務支援，對於任一被保險人遭受任何賠償請求或調查之損失，係直接或間接基於、肇因於、可歸因於或關於被保險公司破產或失去清償能力，本公司不負任何賠償責任。

於本附加條款下，控制公司係指[控制公司名稱]。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E106C Tie-In Limit Endorsement-Crisis Costs, Reputation Expenses and Public Relations Expenses

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The combined total aggregate limit of liability that the **Insurer** shall be liable to pay to or on behalf of an **Insured** for all **Crisis Costs, Reputation Expenses and Public Relations Expenses** under this policy shall be [insert limit].

This endorsement shall not be construed so as to increase the limit of liability shown in Item 3 of the **Schedule**.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

### E106C 共用責任限額附加條款-危機處理費用、公關費用及聲譽維護費用

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本公司支付予被保險人或代其支付所有危機處理費用、公關費用及聲譽維護費用之合併累積責任限額為[填寫責任限額]元。

本附加條款不應解釋為增加承保明細表第三項所列之累積責任限額。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E199 Additional Excess Limit for Directors and Officers Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Extension 7.9 Additional Excess Limit for Main Board Directors & Supervisors is hereby deleted in its entirety and replaced by the following:

#### 7.9 Additional Excess Limit for Directors and Officers

The **Insurer** will pay to or on behalf of each **Director or Officer** of the **Company** **Non-Indemnifiable Loss** for any **Claim** provided that:

- (i) the Limit of Liability; and
- (ii) all indemnification for **Loss** available to any director or supervisor, have been exhausted, and only where:
  - (a) any other policy entered into by the **Director or Officer** of the **Company**, whether prior or current, which covers any part of that **Loss** is exhausted; or
  - (b) any other policy effected on behalf of the **Director or Officer** of the **Company** or under which the **Director or Officer** of the **Company** is a beneficiary (but not a policy to which 7.9 (a) applies), whether prior or current, which covers any part of that **Loss** is exhausted.

The sub-limit of liability under Extension 7.9 for each **Director or Officer** of the **Company** is the amount specified in Item 13(a) of the **Schedule** and is part of and not in addition to the limit of liability in Item 13(b) of the **Schedule**.

The amount shown in Item 13(b) of the **Schedule** is the **Insurer's** maximum aggregate liability for all **Loss** under Extension 7.9 for all **Directors or Officer** of the **Company** irrespective of the number of **Claims** or **Investigations** under this policy or the number of **Directors or Officer** who claim and irrespective of the amounts of any such **Claims** or **Investigations** or when they are made. The limit of liability under Extension 7.9 is in addition to, and not part of, the Limit of Liability in Item 3 of the **Schedule**.

In all other respects this policy remains unaltered.

**菁英三號董監事暨重要職員責任保險-進階版**  
**E199 董監事及重要職員附加超額上限附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

本保險單第 7.9 條主要董事或監察人附加超額上限內容完全刪除並以下列規定取代：

**7.9 董監事及重要職員附加超額上限**

本公司同意支付每位被保險公司之董監事或重要職員或為其支付無法獲得補償之損失，惟限於：

- (i) 責任限額；及
- (ii) 所有董監事或重要職員可獲得的損失補償均已用盡者，且符合下列事項者：
  - (a) 任何先前或目前由被保險公司之董監事或重要職員投保之其他保險單，其責任限額已用盡；或
  - (b) 任何先前或目前為被保險公司之董監事或重要職員投保或指定其為受益人之保險單(但不包括第 7.9 條(a)所指之保險單)，其責任限額已用盡。

本第 7.9 條擴大承保範圍，對於每一位被保險公司董監事或重要職員之責任附屬限額，以承保明細表上第十三項(a)所列之金額為上限，該次限額應包含在承保明細表第十三項(b)所列之金額內，而非另外計算。

承保明細表上第十三項(b)所列之金額，為本公司就第 7.9 條擴大承保所有被保險公司董監事或重要職員之所有損失，所應賠償之最高累計責任限額，不因賠償請求或調查之次數、提出請求之董監事或重要職員人數、賠償請求或調查之金額或提出時間，而有不同。第 7.9 條責任限額為一獨立之限額，不包含在承保明細表第三項所列之累積責任限額內，應另外計算。

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E200 Extended to Cover Securities Offering Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

[In consideration of the payment of an additional premium of \$[insert amount]], the Insurer agrees the cover provided by this policy shall extend to apply to the Loss resulting from a Claim based on, arising from or attributable to the securities offering as stated below during the Policy Period:

[insert the offering securities status of the company shown in item 1 of the Schedule.]

It is further agreed that the Securities Placement/ Offering Limit as shown in item 7 of the Schedule should not apply to the offering above.

Furthermore, it is hereby understood and agreed that the Insurer should not be liable to any Loss based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) in any way involving directly or indirectly the securities offering as mentioned above and issued or otherwise begun before [the Effective Date of Endorsement of this endorsement or insert date] or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings

In all other respects this policy remains unaltered.

**菁英三號董監事暨重要職員責任保險-進階版**  
**E200 擴大承保有價證券募集附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

[經支付額外保險費 [填入金額]為對價]，本公司同意本保險單擴大承保任何基於、肇因於或可歸因於下述有價證券之發行而在保險期間內遭受賠償請求之損失：

[填入承保明細表第一項所列公司之有價證券發行情況]

本公司並同意承保明細表第七項之限額不適用於上述之有價證券發行。

再者，經雙方了解並同意，對於任何損失係基於、肇因於或可歸因於任何繫屬中之訴訟、先前訴訟或其他法律程序（包括但不限於民事、刑事、行政程序或官方調查程序）直接或間接涉及上述有價證券發行，而其發動或開始係於本附加條款生效日之前，或被指控或所衍生之原因事實或事件，與繫屬中訴訟、先前訴訟或其他法律程序相同或實質相同者，本公司不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

#### E199A 修正主要董事或監察人附加超額上限擴大承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 7.9 條主要董事或監察人附加超額上限完全刪除而為下述約定所取代：

#### 7.9 主要董事或監察人附加超額上限

本公司同意支付每位承保明細表第一項所列公司之董事或監察人或副總經理(含)以上職級主管或財務經理職級(含)以上的財務主管或為其支付無法獲得補償之損失，惟限於：

- (i) 責任限額；及
- (ii) 所有董事或監察人或副總經理(含)以上職級主管或財務經理職級(含)以上的財務主管可自被保險公司、外部組織或非營利組織獲得的損失補償均已用盡者，且符合下列事項者：
  - (a) 任何先前或目前由承保明細表第一項所列公司之董事或監察人或副總經理(含)以上職級主管或財務經理職級(含)以上的財務主管投保之其他保險單，其責任限額已用盡；或
  - (b) 任何先前或目前為承保明細表第一項所列公司之董事或監察人或副總經理(含)以上職級主管或財務經理職級(含)以上的財務主管投保或指定其為受益人之保險單（但不包括第 7.9 條(a)所指之保險單），其責任限額已用盡。

本第 7.9 條擴大承保範圍，對於每一位承保明細表第一項所列公司之董事或監察人或副總經理(含)以上職級主管或財務經理職級(含)以上的財務主管之責任附屬限額，以承保明細表上第十三項(a)所列之金額為上限，該次限額應包含在承保明細表第十三項(b)所列之金額內，而非另外計算。

承保明細表上第十三項(b)所列之金額，為本公司就第 7.9 條擴大承保所有承保明細表第一項所列公司之董事或監察人或副總經理(含)以上職級主管或財務經理職級(含)以上的財務主管之所有損失，所應賠償之最高累計責任限額，不因賠償請求或調查之次數、提出請求之董事或監察人或副總經理(含)以上職級主管或財務經理職級(含)以上的財務主管人數、賠償請求或調查之金額或提出時間，而有不同。第 7.9 條責任限額為一獨立之限額，不包含在承保明細表第三項所列之累積責任限額內，應另外計算。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E201 Amendment of Authorisation Clause

Condition 4.8 Authorisation is hereby deleted in its entirety and replaced by the following:

The first named company shown in Item 1 of the **Schedule** hereby agrees to act on behalf of all **Insureds** and **Company** with respect to the giving and receiving of notice of a **Claim**, the payment of premiums and the receiving of any return premium that may become due under this policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this policy and each **Insured** agrees that the first named



company shown in item 1 shall so act on his or her behalf.  
In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E201 變更授權附加條款

本保險單第 4.8 條授權之內容完全刪除並以下列規定取代：

#### 4.8 授權

承保明細表第一項列名之第一家公司，同意代表所有被保險人以及被保險公司處理關於遭受賠償請求通知之發出與收受、本保險單保費繳付、受領保費退款、附加條款之協商、同意或接受，發出或收受本保險單規定之任何通知。每一被保險人亦同意列名之第一家公司應有權代表自己。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

#### E196 修改主營業所地址附加條款

自{輸入生效日期}起生效，承保明細表第一項主營業所地址茲修正如下：{輸入地址}

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E065A Extended Run-Off Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

1. In consideration of the payment of an additional premium of USD[...], Item 2 of the **Schedule** is amended to read as follows:

'**Policy Period:** From: [insert inception date of the original policy period]

To: [insert expiry date of the extension period]'

The **Insurer's** maximum aggregate liability for all **Loss**, as stated in Condition 4.1 **Limit of Liability**, shall remain unchanged.

The **Insurer** shall be liable only to make payment under the policy arising out of, based upon or attributable to or in any way connected with directly or indirectly any **Wrongful Act** or **Investigation** committed, or commenced prior to [insert date].

2. The following provisions of this policy are hereby deleted:

(i) **5. Discovery Period**

(ii) **Extensions 7.3 Retired Director or Officer Cover**

In all other respects this policy remains unaltered.

#### E197A Defence Costs for Criminal Proceeding with Sub-limit Amended

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer's** total aggregate limit of liability for **Defence Costs** of any criminal proceeding is expressly subject to a sub-limit of **US\$[insert amount]**, which forms part of the total aggregate Limit of Liability shown in Item 3 of the Schedule.

However, this Clause shall not apply:

in the event that the **Company** fails to advance or indemnify where such failure is due solely to the insolvency of the **Company**; or

in the event that the ruling not to prosecute the **Insured** is final or the not guilty judgement is final.

The **Company** and the **Insured** shall, on an ongoing basis, give the **Insurer** information and co-operation as it may reasonably require.

In all other respects this policy remains unaltered.

#### E197A 修改刑事抗辯費用附屬責任限額附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

本公司對任何刑事**抗辯費用**所負之所有累積責任限額為美金[填寫金額]元；此一附屬限額為**承保明細表**第三項所列之累計責任限額的一部分。

但本附加條款於下列情形不適用：

**被保險公司**因失去清償能力而無力預先支付或補償**抗辯費用**時；或  
**被保險人**獲不起訴處分確定或其無罪判決確定。

**被保險公司**和**被保險人**應持續提供**本公司**合理要求之資訊和協助。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E202 Retired Director of Officer Cover Amended

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Extension 7.3 of the policy, **Retired Director or Officer Cover** is deleted in its entirety and replaced by the following:

In the event that

- (a) this policy is not renewed or replaced with any other policy affording directors and officers liability cover; and
- (b) a **Discovery Period** is not invoked or a **Transaction** has not taken place;

then this policy shall extend to include as an **Insured**, any **Retired Director or Officer**, in respect of **Claims** first made or **Investigations** first commenced against such persons, but only for **Wrongful Acts** committed or conduct undertaken prior to them ceasing to hold such office prior to expiry of the **Policy Period** for an unlimited period following the date of such non-renewal.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版 E202 修正退休董監事或重要職員擴大承保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：  
本保險單第 7.3 條**退休董監事或重要職員**之擴大承保內容完全刪除並以下列規定取代：

於以下情況：

- (a) 本保險單未續保亦未被其他董監事暨重要職員責任保險所取代；且
- (b) 未行使**發現期間**，或未有**交易**發生時，

則本保險單無限期擴大承保於未續保日後，對**退休董監事或重要職員**首度提出之**賠償請求**或首度遭受之**調查**，惟僅限於其在**保險期間**內停止擔任該職位前所犯或所為之**錯誤行為**。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E015B Company Deemed To Be A Subsidiary

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this policy, **[insert company name]** is deemed to be a subsidiary of the **Company** shown in Item 1 of the **Schedule** with effect from **[insert date]**.

In case **[insert the name of company]** is or would (but for the existence of this policy) be entitled to cover under any other policy (save for insurance specifically arranged to apply in excess of this policy) in respect of any **Loss**, the **Insurer** shall be liable for such **Loss** other than in excess of any amount that is or would (but for the existence of this policy) have been payable under this policy.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E203 Primary Cover for Subsidiary Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

It is hereby understood and agreed that if the Directors & Officers Liability insurance policy issued by the **Insurer** to **[insert name of the parent Company]** **[insert policy number]** and this policy apply to the same **Claim** or **Investigation** for which the **Insured** of this policy is liable, this policy will serve as the primary policy.

In all other respects this policy remains unaltered.

### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E127B Outside Directorship Extension amended**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

**Extensions 7.5 Outside Directorship Extension** is hereby deleted in its entirety and replaced by the following:

#### **7.5 Outside Directorship Extension**

- (x) Cover under this policy is extended (subject to the Insuring Agreement and the other terms and conditions of this policy and subject to the overall aggregate Limit of Liability) to a **Director or Officer** of the **Company** who at the specific request of the **Company**:
  - (a) at the date of inception of the **Policy Period** was a **Director or Officer** of any **Outside Entity**; or
  - (b) becomes a **Director or Officer** of any **Outside Entity** during the **Policy Period**,  
but only in respect of **Wrongful Acts** committed whilst the **Director or Officer** of the **Company** held such position in the **Outside Entity**.
- (xi) Cover under this policy is also extended (subject to the Insuring Agreement and the other terms and conditions of this policy and subject to the overall aggregate Limit of Liability) to a **Director or Officer** of the **Company** who at the specific request of the **Company** is or becomes a **Director, Officer, trustee, governor or equivalent** in any **Not-for-Profit Entity**, but only in respect of **Wrongful Acts** committed whilst the **Director or Officer** of the **Company** held such position in the **Not-for-Profit Entity**.
- (xii) Cover under sub-paragraph 7.5(i) or 7.5(ii) above shall be excess of any indemnification provided by the **Outside Entity** or **Not-for-Profit Entity**.
- (xiii) Cover under sub-paragraph 7.5(i) or 7.5(ii) above shall be specifically excess of any valid and collectible directors and officers liability insurance in force in respect of the **Outside Entity** or **Not-for-Profit Entity** and its **Directors** and **Officers**. However, clause 7.5(iv) shall not apply to **[insert name of specific outside director]**.
- (xiv) If such insurance is provided by the **Insurer** or any member of the Chubb group of companies (or would be provided except for the application of the retention amount or the exhaustion of the Limit of Liability), then the total aggregate Limit of Liability for all **Loss** covered by virtue of this extension shall be reduced by the amount paid for the benefit of the **Outside Entity** or **Not-for-Profit Entity** and its **Directors** and **Officers** under the other Chubb insurance provided to the **Outside Entity** or **Not-for-Profit Entity**.
- (xv) If during the **Policy Period** a **Director or Officer** of the **Company** covered by this Extension ceases to hold his or her position in an **Outside Entity** or **Not-for-Profit Entity** (or holds such position other than at the specific request of the **Company**), cover under this policy shall continue to apply (subject to the other terms and conditions) to such person for **Wrongful Acts** committed whilst such person held his or her position in such **Outside Entity** or **Not-for-Profit Entity**.

In all other respects this policy remains unaltered.

### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E206 Other Insurance- Employment Related Wrongful Act Clause**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Condition 4.6 of the policy, **Other Insurance** is deleted in its entirety and replaced by the following:

If an **Insured** or the **Company** is or would (but for the existence of this policy) be entitled to cover under any other policy (save for insurance specifically arranged to apply in excess of this policy) in respect of any **Claim**, the **Insurer** shall not be liable for **Loss** other than in excess of any amount that is or would (but for the existence of this policy) have been payable under any other such policy.

However if any **Loss** resulting from a **Claim** against an **Insured** alleging an **Employment Related Wrongful Act** under this policy is covered under any other policy, prior or current, then this policy shall cover such **Loss**, subject to its terms and conditions, only to the extent that the amount of such **Loss** is in excess of the applicable retention (or deductible) and limit of liability of such policy, whether such policy is stated to be primary, contributory, excess, contingent or otherwise, unless such policy is written only as specific excess insurance over the Limits of Liability provided in this policy. Any payment by **Insured** of a retention or deductible under such policy shall exhaust, by the amount of such payment, the applicable retention amount under this policy.

In all other respects this policy remains unaltered.

### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E036A Financial Institutions Exclusions -With Carve-back For Failure To Supervise (other than Investment Banking Activities)**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to the **Company's** or an **Insured's** performance or attempted performance of professional services for any person, or any product supplied to any person, or any alleged act, error or omission relating thereto, including but not limited to the following areas: broker, dealer, financial advisor, investment advisor, investment banker, investment manager, clearing agent, insurance broker, real estate syndicator; or services rendered in the **Company's** trust department or as a trustee or other fiduciary or agent for individuals, partnerships, corporations or government bodies; or any functions similar to those mentioned above; or any other professional services.

Provided that this exclusion shall not apply to any shareholder derivative or shareholder class action **Claim** against the **Insured** alleging a failure to supervise those who performed or failed to perform such professional services other than **Investment Banking Activities**.

"**Investment Banking Activity**" includes the underwriting, syndicating or promotion of any security or partnership interest in connection with any actual, alleged or threatened merger, acquisition, divestiture, tender offer, proxy contest, leveraged buy-out, going private transaction, reorganization (voluntary or involuntary), capital restructuring, recapitalization, spin-offs, primary or secondary offerings of securities (regardless of whether the offering is a public offering or private placement), dissolution or sale of all or substantially all of the assets or stock of a business entity, or effort to raise or furnish capital or financing for any enterprise or entity, or any acquisition or sale of securities by any broker/dealer for its own account, or any activity by an **Insured** as a specialist or market maker (including the failure to make a market) for any securities, or any disclosure requirements in connection with any of the foregoing. **Investment Banking Activity** also includes the rendering of advice or recommendations or the rendering of a written opinion in connection with any of the above activities.

In all other respects this policy remains unaltered.

### **菁英三號董監事暨重要職員責任保險-進階版**

#### **E036A 金融機構業務除外不保附加條款—承保監督疏忽(投資銀行業務除外)**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

就直接或間接基於、肇因於或可歸因於**被保險公司**或**被保險人**提供或計畫提供專業服務、商品予任何人,或被指控因與下列範圍相關之行為、錯誤或應作為而不作為所造成之**損失**,**本公司**不負賠償責任。該專業服務之範圍包括但不限於:經紀人、自營商、財務顧問、投資顧問、投資銀行、投資經理人、清算代理人、保險經紀人、不動產共同投資發起人所提供之服務;或**被保險公司**信託部門所提供之服務,或個人、合夥、公司組織或政府組織之受託管理人、其他受託人或代理人所提供之服務;或任何與上述服務有相同功能者;或任何其他專業服務。

惟本除外不保附加條款不適用於**被保險人**被指控疏於監督管理提供或應提供卻未予提供前開專業服務之人，而遭受任何股東代位或股東集體訴訟之**賠償請求**，惟此處所指專業服務不包括**投資銀行業務**。

「**投資銀行業務**」包含承銷、聯貸、聯合承銷或行銷任何與下述相關之有價證券或合夥利益：任何實際上、被指稱或被威脅為合併、併購、出脫股權或撤資、公開收購、委託書徵求、融資購併、民營化(私有化)、自願或非自願重整、資本結構重組、資本重估、分割、初級或次級市場之有價證券發行(不論為公開發行或私募)、處分或出售某企業全部或主要部分之資產或股權、為任何企業或組織增資或籌資之行為、任何證券經紀商或自營商以本身帳戶為購買或出售有價證券、任何**被保險人**身為有價證券之業務員或為市場造市業務所從事之行為(包含未成功之造市業務)、或與上述相關之任何必要揭露事項。**投資銀行業務**亦包括針對任何上述行為所提供提議或建議，或提供書面意見。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Directors & Officers Liability Insurance Policy E204 Sister Company Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Definition 2.30 **Subsidiary** is deleted in its entirety and replaced by the following:

**Subsidiary** means: (1) any Sister Company; (2) any entity in which the company shown in item 1 of the **Schedule**:

- (a) holds directly or indirectly more than 50% of the voting rights; or
- (b) controls the right to appoint a majority of the board of directors (or equivalent in any other jurisdictions); or
- (c) has the right, pursuant to a written agreement with other shareholders, to appoint a majority of the board of directors (or equivalent in any other jurisdictions);

or (3) any joint venture or entity over which the company in Item 1 of the **Schedule** directly or indirectly exercises effective management control.

but only if such entity is domiciled in the Country of Incorporation of the company shown in item 1 of the **Schedule**.

For the purposes of this endorsement only, the following definition is hereby added to the policy:

Sister Company means any entity in which the Parent Company:

- (a) holds directly or indirectly more than 50% of the voting rights; or
- (b) controls the right to appoint a majority of the board of directors (or equivalent in any other jurisdictions); or
- (c) has the right, pursuant to a written agreement with other shareholders, to appoint a majority of the board of directors (or equivalent in any other jurisdictions),

but only if such entity is domiciled in the Country of Incorporation of the company shown in item 1 of the **Schedule**.

For the purposes of this endorsement, the following definition is hereby added to the policy:

Parent Company shall mean (xxxx)

In all other respects this policy remains unaltered.

### Chubb Elite III Directors & Officers Liability Insurance Policy E059 North American Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to legal action or litigation brought in a court of law constituted in the United States of America or Canada, or any **Claim** or **Investigation** arising out of the activities of the Company in the United States of America or Canada.

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E064 Parent Company Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** based on, arising from or attributable to any **Claim** brought by, or on behalf of the **Company's** parent company against the **Insured**.

In all other respects this policy remains unaltered.

#### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E015C Company Deemed To Be A Subsidiary

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this policy, [insert name of company] is deemed to be a subsidiary of the **Company** shown in Item 1 of the **Schedule**.

Cover under this policy for any **Claim** or **Investigation** in respect of [insert name of company] shall apply only in respect of **Wrongful Acts** committed after [insert the date].

In all other respects this policy remains unaltered.

#### Chubb Elite III Directors & Officers Liability Insurance Policy E149 Amendment of Insured(including reorganizer or reorganization supervisor)

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Definition 2.11 **Insured** is deleted in its entirety and replaced with the following:

2.11 **Insured** means a natural person who was, now is or shall become:

- (xvi) a **Director or Officer**; or
- (xvii) a **Shadow Director** of any company as a consequence of being a **Director, Officer** or employee of the **Company**; or
- (xviii) an employee of the **Company**; or
- (xix) the legal representative of a **Director or Officer** in the event of the incapacity, insolvency or bankruptcy of such **Director or Officer**; or
- (xx) any lawful spouse of a **Director or Officer**, but only where the **Claim** results from the **Wrongful Act** of such **Director or Officer**; or
- (xxi) the estate, heir or legal representative of a deceased person who was a **Director or Officer** of the **Company** at the time of the **Wrongful Act** upon which the **Claim** is based; or
- (xxii) a trustee of a pension, retirement or provident benefit fund established for the benefit of the employees of the **Company**;
- (xxiii) a reorganizer or reorganization supervisor of the **Company**.
- (xxiv) provided that **Insured** does not include an external auditor.

In all other respects this policy remains unaltered.

#### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E206A Other Insurance Clause Amendment

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Condition 4.6 of the policy, **Other Insurance** is deleted in its entirety and replaced by the following:

If an **Insured** or the **Company** is or would (but for the existence of this policy) be entitled to cover under any other policy (save for insurance specifically arranged to apply in excess of this policy) in respect of any **Claim**, the **Insurer** shall not be liable for **Loss** other than in excess of any amount that is or would (but for the existence of this policy) have been payable under any other such policy including but not limited to **[Insert Other Insurance Company Name]** **[Insert Other Insurance Policy Number]**.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版  
**E206A 修改其他保險附加條款**

被保險公司：

附加條款生效日：

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 4.6 條 **其他保險** 完全刪除而為下述約定所取代：

如**被保險人**或**被保險公司**有其他保險契約（但就本保險單所安排之超額責任保險不在此限）可償付或原可償付（若非本保險單之存在）同一**賠償請求者**，則**本公司**僅就**損失**超過其他保險單可償付或原可償付（若非本保險單之存在）之部分，負賠償責任，其他保險單包括但不限於**[填入其他保險公司名稱]** **[填入其他保險單號碼]**。

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E078D Prior Acts for Acquired Subsidiaries**

Company:

Effective Date of Endorsement:

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Notwithstanding Definition 2.32 and Extension 7.1, the cover provided by this policy shall not exclude any **Wrongful Act** or conduct occurring before **[insert name of entity]** became a **Subsidiary** on **[insert transaction date]**.

The **Insurer's** total aggregate limit of liability for any **Claim** or **Investigation** resulting from Wrongful Acts or conducts occurring before **[insert name of entity]** became a **Subsidiary** is expressly subject to a sub-limit of **US\$[insert amount]**, which forms part of the total aggregate Limit of Liability shown in Item 3 of the Schedule.

In all other respects this policy remains unaltered.

**E015D Company Deemed To Be An Outside Entity**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this endorsement, the **Insurer** shall not be liable for the entities listed below including its subsidiaries even if they are the **Subsidiary** of the company shown in Item 1 of the **Schedule** but will be liable for such entities as they are the **Outside Entity** with effect from **the date below**.

Name of the Entities:**[Insert Company Name]**  
Date:**[Insert Date]**

Effective

In all other respects this policy remains unaltered.

### E015D 視為被保險公司之外部組織附加條款

被保險公司：

附加條款生效日：

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

基於本保險單適用目的，自以下所列生效日起，即使以下列名公司及其從屬公司符合**承保明細表**第一項所列**被保險公司**之從屬公司定義，**本公司**亦不負賠償責任；惟**本公司**僅將該列名公司視為**承保明細表**第一項所列**被保險公司**之**外部組織**而負擔賠償責任。

列名公司：[填寫公司名稱]

生效日：[填寫日期]

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Directors & Officers Liability Insurance Policy E205 Additional Excess Limit for Independent Directors Amended

Company:

Effective Date of Endorsement:

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Extension 7.9 **Additional Excess Limit for Independent Directors** is hereby deleted and replaced by the following:

#### 7.9 **Additional Excess Limit for Main Board Directors & Supervisors**

The **Insurer** will pay to or on behalf of each director or supervisor of the company shown in Item 1 of the **Schedule Non-Indemnifiable Loss** for any **Claim** provided that:

- (i) the Limit of Liability; and
- (ii) all indemnification for **Loss** available to any director or supervisor, have been exhausted, and only where:
  - (a) any other policy entered into by the director or supervisor of the company shown in Item 1 of the **Schedule**, whether prior or current, which covers any part of that **Loss** is exhausted; or
  - (b) any other policy effected on behalf of the director or supervisor of the company shown in Item 1 of the **Schedule** or under which the director or supervisor of the company shown in Item 1 of the **Schedule** is a beneficiary (but not a policy to which 7.9 (a) applies), whether prior or current, which covers any part of that **Loss** is exhausted.

The sub-limit of liability under Extension 7.9 for each director or supervisor of the company shown in Item 1 of the **Schedule** is the amount specified in Item 13(a) of the **Schedule** and is part of and not in addition to the limit of liability in Item 13(b) of the **Schedule**.

The amount shown in Item 13(b) of the **Schedule** is the **Insurer's** maximum aggregate liability for all **Loss** under Extension 7.9 for all directors and supervisors of the company shown in Item 1 of the **Schedule** irrespective of the number of **Claims** or **Investigations** under this policy or the number of director or supervisor who claim and irrespective of the amounts of any such **Claims** or **Investigations** or when they are made. The limit of liability under Extension 7.9 is in addition to, and not part of, the Limit of Liability in Item 3 of the **Schedule**.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險

### E008 公開誹謗除外不保附加條款

被保險公司：

附加條款生效日：

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：



就任何直接或間接基於、肇因於或可歸因於**被保險公司**或**被保險人**或其代表，無論事實上或遭指控，以廣播或公開的方式為誹謗、公然侮辱、抄襲或侵害隱私權、著作權或侵犯有關隱私或著作所舍之權利而導致之**損失**，**本公司**不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E195A Amendment of Company

Company:

Effective Date of Endorsement:

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Clause 2.4 **Company** is hereby deleted in its entirety and replaced by the following:

**Company** means:

- i. the company shown in Item 1 of the **Schedule** and any **Subsidiary**; and
- ii. [Insert company name].

However, Clause 7.1 **Subsidiaries** and Clause 7.5 **Outside Directorship Extension** do not apply to [Insert company name].

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版 E195A 修改被保險公司附加條款

被保險公司：

附加條款生效日：

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 2.4 條**被保險公司**完全刪除而為下述約定所取代：

「**被保險公司**」係指：

- i. **承保明細表**第一項所列之公司及其符合本保險單所定義之任何**從屬公司**；及
- ii. [填入公司名稱]。

惟本保險單第 7.1 條**從屬公司**和本保險單第 7.5 條**外部董事之擴大承保**不適用於[填入公司名稱]。  
本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E014A Amendment of Co-Insurer Information Clause

Company:

Effective Date of Endorsement:

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

With effective from {insert date}, Endorsement E014 Co-Insurer Clause is deleted in its entirety and replaced by the following:

Any reference to the **Insurer** shall be deemed to refer to the following Co-Insurers, but in relation to each only to the extent of their proportion of total liability stated below. Each Co-Insurer's obligations are several and not joint and limited solely to the extent of the stated proportion. No Co-Insurer is responsible for the proportion of any other Co-Insurer who for any reason does not satisfy all or any part of its obligations. The Leading **Insurer** (being the first Co-Insurer identified below) has been duly authorised by such Co-Insurers to sign this policy and endorsements on their behalf.

**Co-Insurer:**

Proportion: %  
Ref. No:

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版  
**E014A 修改共同保險人資料附加條款**

被保險公司：

附加條款生效日：

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

自{輸入生效日期}起生效，附加條款 E014 共保附加條款完全刪除而為下述約定所取代：

本保險單中提及本公司時，視為指下列共同保險人。但其各自僅以下述承保比例為限負其責任。每一共同保險人僅負個別責任而非共同連帶責任，所負責任僅限於各自承擔之比例。若有一共同保險人未履行其全部或部分義務時，不論其理由為何，其他共同保險人對該共同保險人承保之比例不負責任。首席保險人（下列第一位共同保險人）業經其他共同保險人授權，代表其簽署本保險單與附加條款。

共同保險人：

承保比例：

保險單號碼：

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E139 Pre-Investigation Costs Cover**

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy shall extend to pay the reasonable and necessary fees, costs and expenses of each **Insured** (but not including any remuneration of any **Director or Officer** or employee of the **Company**) incurred with the prior written consent of the **Insurer**, directly with respect to:

- (i) any **Pre-Investigation**; and
- (ii) preparations for any written notice or reports to any official body in connection with any **Pre-Investigation**.

For the purpose of this Extension, **Pre-Investigation** means:

- (i) raid or on-site visit to any **Company** by a regulator or an official body first occurring during the **Policy Period** that involves the production, review, copying or confiscation of records or interviews of any **Insured**; or
- (ii) formal notification by the **Company** or an **Insured**, whilst acting in the capacity of **Director, Officer** or employee of the **Company**, to any regulator or official body, first given during the **Policy Period**, where the **Company** or an **Insured** reasonably considers that a material breach of the **Company's** or an **Insured's** legal or regulatory duty has occurred and which the **Company** or an **Insured** is required to give notice of as set out in the regulator's or official body's rules and regulations.; or
- (iii) an internal inquiry conducted by the **Company** if and to the extent such an inquiry is requested by the regulator or official body following a formal notification given in (ii) above.

**Pre-Investigation** shall not mean routine regulatory supervision, inspection or compliance reviews, or any investigation which focuses on an industry rather than the **Company** or an **Insured**.

It is also understood and agreed that the sub-limit of liability under this Endorsement shall not exceed **US\$[insert amount]**, which is part of and not in addition to the Limit of Liability in the aggregate as shown in Item 3 of the **Schedule**. Retention apply to this Endorsement should be **US\$[insert amount]**.

For the purpose of this Endorsement only, Extensions 7.11 is amended to include **Pre-investigation Cost**.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

**E139 調查前事件相關費用附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):本保險單擴大承保**被保險人**直接因下列情形而直接造成的合理且必要的費用、成本和支出(但該等費用、成本和支出不包括**被保險人**的任何薪資報酬),且經**本公司**事先書面同意者:

- (i) 任何**調查前事件**;及
- (ii) 為**調查前事件**而準備用以提交給行政機關之書面通知或報告。

基於本擴大承保條款之適用目的, **調查前事件**是指:

- (i) 在**保險期間**內首次發生,任何主管機關或行政機關突擊造訪**被保險公司**,要求其出示、檢查、複製或沒收相關記錄,或對任何**被保險人**進行當面詢問;或
- (ii) **被保險公司**或**被保險人**於擔任**被保險公司**之**董監事**、**重要職員**或其他受僱人職務時,有理由認為已經有重大違反其應當履行的法律義務,而由**被保險公司**或**被保險人**在**保險期間**內首次向任何主管機關或行政機關出具該等正式通知,且該等通知係**被保險公司**或**被保險人**依據主管機關或行政機關之規定所應為者;或
- (iii) 主管機關或行政機關因收受前項(ii)所述之正式通知而要求**被保險公司**進行之內部調查。

**調查前事件**不包括例行性之監理、檢查或法令遵循事項審查,或任何以產業為對象,而非針對**被保險公司**或**被保險人**所為者。

另經雙方瞭解並同意,本擴大承保事項下的附屬責任限額為美金[填寫金額]元,此限額為**承保明細表**第三項所列之累積責任限額之一部份,而非另外計算。本擴大承保事項適用之自負額為美金[填寫金額]元。

基於本附加條款適用之目的,擴大承保事項第 7.11 條修改成包括**調查前事件相關費用**。

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy  
E207 Continuous Cover Amended**

Company:

Effective Date of Endorsement:

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Extension 7.8 Continuous Cover is hereby deleted in its entirety and replaced by the following:

7.8 Continuous Cover

This policy extends to cover the **Insured** for any **Claim, Investigation** or any **Wrongful Act** which may give rise to a **Claim**, which could have been notified to the insurer(s) under an earlier directors and officers liability insurance policy issued by the insurer(s) and which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim, Investigation** or **Wrongful Act** which may give rise to a **Claim** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a directors and officers liability insurance policy with the **Insurer** or another insurer from the Pending or Prior Litigation Date shown in Item 5 of the **Schedule** up until the date this policy commenced; and
- (iii) the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iv) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, Schedule, limit of liability and retention) of this policy, but only where this policy affords no broader cover in respect of the Claim than the provisions of the policy in force at the time the **Insured** first became aware of the Prior Matter; and
- (v) any **Loss** has been incurred for the Prior Matter is not covered under this policy.

In all other respects this Policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

**E207 變更繼續承保附加條款**

被保險公司：

附加條款生效日：

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 7.8 條繼續承保完全刪除而為下述約定所取代：

#### 7.8 繼續承保

本保險單擴大承保被保險人就任何賠償請求、調查或可能導致賠償請求之錯誤行為，未能及時依保險公司先前核發之董監事暨重要職員責任保險通知保險公司，但於本保險期間或發現期間（如有適用）內通知本公司，並符合下列規定者：

- (vi) 對於前述賠償請求、調查或可能導致賠償請求之錯誤行為（下稱「先前事件」），無任何詐欺不揭露或不實陳述之情形；且
- (vii) 被保險人在承保明細表第五項所列賠案請求起算日至本保險單開始生效日止，被保險人已投保本公司或其他保險公司之董監事暨重要職員責任保險，且保險期間未中斷；且
- (viii) 被保險人於本保險單開始生效日前首次知悉先前事件；且
- (ix) 本擴大承保條款提供之保障將以本保險單之條款、條件、除外不保事項及限制（包括承保範圍、承保明細表、責任限額及自負額）為依據；惟以本保險單就前述賠償請求所提供之保障，不超過被保險人首次知悉先前事件當時有效保險單所提供者為限；且
- (x) 任何因先前事件已產生的損失不為本保險單所承保。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E077A Prior Acts Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy only provides cover for **Loss** arising from **Claims** for **Wrongful Acts** committed or **Investigations** commenced after **[insert date]** and prior to the end of the **Policy Period** and otherwise covered by this policy.

For any **Wrongful Acts** committed or **Investigations** commenced between **[insert date]** and **[insert date]**, cover provided under this policy shall be solely limited to the following **Insured**:  
XXXX  
XXXX

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E208 Amendment of Subsidiary - On Named Basis

Company:

Effective Date of Endorsement:

In all other respects this policy remains unaltered.

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Definition 2.32 **Subsidiary** is hereby deleted in its entirety and replaced by the following:  
**Subsidiary** means [insert company name].

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E063A Outside Directorship Extension - Additional Entities On Named Basis with Special Agreement

Company:

Effective Date of Endorsement:

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Cover under this policy shall be extended in accordance with the provisions of Extension 7.5 in respect of the following company with effect from **[insert date]**:

1. **[Insert entities name]**

Cover under this Extension shall be excess of the Directors & Officers Liability Insurance of **[Insert entities name]** and its Limit of Liability must be maintained at **US\$[insert amount]** minimum.

This Extension will only respond in so far as **Loss** is covered under the Directors & Officers Liability Insurance of **[Insert entities name]** and only to the extent that the amount of such **Loss** is in excess of the amount payable under the said Policy.

In all other respects this policy remains unaltered.

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy  
E132 Sister Company Endorsement (Amend Definition of Subsidiary  
Company)**

Company:

Effective Date of Endorsement:

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The Definition 2.32 of **Subsidiary** is hereby deleted in its entirety and replaced by the following:

**Subsidiary** means any

- (i) Sister Company or
  - (ii) any entity that the company shown in Item 1 of the **Schedule** directly or indirectly:
    - a) controls through holding a majority (greater than 50%) of the voting rights; or
    - b) controls through the right to appoint or remove a majority (greater than 50%) of its board of directors; or
    - c) controls alone, pursuant to a written agreement with other shareholders, a majority (greater than 50%) of the voting rights therein; or
    - d) holds more than half of the issued share capital.
- (xxv)

**Subsidiary** also means any joint venture or entity over which the company in Item 1 of the Schedule directly or indirectly exercises effective management control.

The term Sister Company means:

- (i) any entity in which the Parent Company controls through holding a majority (greater than 50%) of the voting rights; or
- (ii) any entity in which the Parent Company controls the right to appoint or remove a majority (greater than 50%) of its board of directors; or
- (iii) any entity in which the Parent Company holds more than half of the issued share capital; or
- (iv) any entity in which the Parent Company controls alone, pursuant to a written agreement with other shareholders, a majority (greater than 50%) of the voting rights therein; or
- (v) any joint venture or entity over which the Parent Company directly or indirectly exercises effective management control,

but only if such entity is domiciled in the country of incorporation of the company shown in Item 1 of the **Schedule**.

The term Parent Company shall mean XXXXX.

In all other respects this **Policy** remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy**

### E059A USA Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to legal action or litigation brought in a court of law constituted in the United States of America, or any **Claim** or **Investigation** arising out of the activities of the Company in the United States of America.

In all other respects this policy remains unaltered.

### Chubb Elite Directors & Officers Excess Liability Insurance Policy

#### E071 Policy Period Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In consideration of the payment of an additional premium of **[\$insert amount]**, Item (2) of the Schedule is amended to read as follows:

'Policy Period:

From: **[insert inception date of the original policy period]**

To: **[insert expiry date of the extension period]**

Both days inclusive, standard time at the Principal Address shown in Item 1 above.'

The Insurer's maximum aggregate liability for all loss, as stated in Item (4) of the Schedule, shall remain unchanged.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E119A 控制公司撤回財務支援之除外不保附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

倘被保險公司之控制公司撤回任何保證或財務支援,對於任一被保險人遭受任何賠償請求或調查之損失,係直接或間接基於、肇因於、可歸因於或關於被保險公司破產或失去清償能力,本公司不負任何賠償責任。

於本附加條款下,控制公司係指**[控制公司名稱]**。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E149A Amendment of Insured Clause – Employee Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Definition 2.11 is hereby deleted in its entirety and replaced by the following:

2.11 **Insured** means a natural person who was, now is or shall become:

- (i) a **Director or Officer**; or
- (ii) a **Shadow Director**; or
- (iii) the legal representative of a **Director or Officer** in the event of the incapacity, insolvency or bankruptcy of such **Director or Officer**; or
- (iv) any lawful spouse or domestic partner of a **Director or Officer**, but only where the **Claim** results from the **Wrongful Act** of such **Director or Officer**; or
- (v) the estate, heir or legal representative of a deceased person who was a **Director or Officer** of the **Company** at the time of the **Wrongful Act** upon which the **Claim** is based; or
- (vi) a trustee of a pension, retirement or provident benefit fund established for the benefit of the employees of the **Company**; or
- (vii) a prospective director in any listing particulars or prospectus issued by the **Company**; or
- (viii) a lawyer employed by the **Company** who in his or her capacity as such must comply with Sarbanes-Oxley Act of 2002,
- (ix) provided that **Insured** does not include:
  - (a) any external auditor; or
  - (b) any liquidator, receiver or administrative receiver, inspector, reorganizer, reorganization supervisor or similar person under the law of any other jurisdiction

- (c) appointed due to insolvency or reorganization; or  
any creditor.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E158A Amendment of the Definition of Investigation

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

2.13 **Investigation** is hereby deleted in its entirety and replaced by the following:

**Investigation** means a formal or official investigation, examination or inquiry into the **Company** or an **Insured** in their capacity as such **Insured** at which the attendance of the **Insured** is first required or requested in writing by the investigating body, including by the service of a target letter or Wells Notice, during the **Policy Period** or **Discovery Period**.

In all other respects this policy remains unaltered.

### E209 Specific Transaction Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event that the **Company** acquired [**the name of company**] during the **Policy Period**, then the **Insurer** shall not exclude any **Claim** or **Investigation** first made or commenced arising from **Wrongful Acts** or conduct after [**insert date**].

This cover shall not extend to apply any Wrongful Acts or conduct before [**insert date**].

In all other respects this policy remains unaltered.

### E209 特定交易附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就被保險公司在保險期間內收購[填寫公司名稱]乙事，本公司不會除外任何首次提出之賠償請求或調查且肇因於[填寫日期]後所發生的錯誤行為。

此承保範圍不適用於任何首次提出之賠償請求或調查且肇因於[填寫日期]前所發生的錯誤行為。

本附加條款未約定事項悉依本保險單約定辦理。

### E209A Specific Transaction Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event that the **Company** acquired [**the name of company**], then the **Insurer** shall not exclude any **Claim** or **Investigation** first made or commenced arising from **Wrongful Acts** or conduct after [**insert date**].

This cover shall not extend to apply any Wrongful Acts or conduct before [**insert date**].

In all other respects this policy remains unaltered.

### E209B Specific Transaction Endorsement

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

In the event that the **Company** acquires [Insert Company] and causes the **Company's** total assets increases by greater than the Acquisition limit referred to in Item 6 of the Schedule, the **Insurer** agrees not to exclude any **Wrongful Act** or conduct committed arising from this acquisition after [Insert Date]

This **Policy** shall not extend to apply in respect of **Wrongful Acts** or conducts committed by [Insert Company] prior to [Insert Date].

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E148G Continuous Cover Extension Amended

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

7.8 **Continuous Cover** is hereby deleted in its entirety and replaced by the following:

### 7.8 Continuous Cover

This policy extends to cover the **Insured** for any **Claim, Investigation** or any **Wrongful Act** which may give rise to a **Claim**, which could have been notified to the **Insurer** under an earlier Directors and Officers Liability Insurance Policy which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim, Investigation** or **Wrongful Act** which may give rise to a **Claim** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a Directors and Officers Liability Insurance Policy with the **Insurer** from no later than the date when the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, **Schedule**, limit of liability and retention) of the policy in force at the time the **Insured** first became aware of the Prior Matter; and
- (iv) the aggregate limit of liability available to cover Prior Matter under this Extension shall be capped to the limit of liability available in the policy in force at the time the **Insured** first became aware of the Prior Matter (however, it shall be no greater than the Limit of Liability (including applicable sub-limits) available under this policy) and the Limit of Liability available under this policy shall be eroded by payments for Prior Matter covered under this Extension; and
- (v) the **Insurer's** obligations are limited solely to the extent of the stated proportion of this policy.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E148G 修改繼續承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第7.8條繼續承保內容完全刪除並以下列規定取代：

### 7.8 繼續承保

本保險單擴大承保**被保險人**就任何**賠償請求、調查**或可能導致**賠償請求之錯誤行為**，未能及時依先前之董監事暨重要職員責任保險通知**本公司**，但於本保險期間或發現期間（如有適用）內通知**本公司**，並符合下列規定者：

- (i) 對於前述**賠償請求、調查**或可能導致**賠償請求之錯誤行為**（下稱「先前事件」），無任何詐欺、不揭露或不實陳述之情形；且
- (ii) **被保險人**在首次知悉先前事件前，至本保險單開始生效日止，**被保險人**已投保**本公司**之董監事暨重要職員責任保險，且保險期間未中斷；且
- (iii) 本擴大承保條款提供之保障將以**被保險人**首次知悉先前事件當時有效之保險單條款、條件、除外不保事項及限制（包括承保範圍、**承保明細表**、責任限額及自負額）為依據；且
- (iv) 本擴大承保條款就先前事件所適用之累積責任限額，應以**被保險人**首次知悉先前事件當時有效保險單約定之責任限額，或本保險單約定之責任限額（包括所適用之附屬責任限額），兩者中金額較低者為上限，且本保險單之責任限額於賠付先前事件將因而降低；且
- (v) **本公司**僅根據本保險單所約定之承保比例負擔賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E204 Sub-limit for Specific Entities

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer's** total aggregate limit of liability for any **Claim** or **Investigation** resulting from **Wrongful Acts** or conducts of the following entities are expressly subject to a sub-limit of **US\$[insert amount]**, which forms part of the total aggregate Limit of Liability shown in Item 3 of the **Schedule**:  
**[insert name of the specific entity]**

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版



### E204 特定組織適用附屬責任限額附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就下列組織之**錯誤行為**或任何行為所導致之任何**賠償請求**或**調查**，本公司所負之最高累積責任限額為 [填寫金額]元；此一附屬限額為**承保明細表**第三項所列之累計責任限額的一部分：  
[填寫特定組織名稱]

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E210 Takeover and Merger Endorsement (Ongoing Cover)

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Notwithstanding Definition 2.33 "Transaction" and Condition 4.5 "Takeovers and Mergers," the **Insurer** agrees not to exclude **Wrongful Acts** or any conduct committed after the date of 【insert company name】 acquisition of more than 50% of the issued share capital of 【insert company name】 .

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

### E210 接管及併購附加條款(繼續承保)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

儘管本保險單定義第2.33條「交易」及條件第4.5條「接管及併購」另有規定，本公司同意就【填寫公司名稱】取得【填寫公司名稱】50%以上之已發行股份後之**錯誤行為**或任何行為為不予除外。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Directors & Officers Liability Insurance Policy E211 Claim Handling Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The following paragraph will be added to Clause 4.3 "Claims and Investigations":

- (viii) For notification purposes, the **Insured's** awareness of a **Claim** or **Investigation** or circumstance which may give rise to a **Claim** or **Investigation** will be deemed to mean such awareness of the Chief Financial Officer or the Legal Manager of the **Company**.
- (ix) The **Insurer** will revert on the claim position to the **Insured** within 30 days from the date the **Insurer** confirms that all the claim information requested by the **Insurer** has been provided.
- (x) The **Insurer** will revert on the defence counsel appointment by the **Insured** within 7 days from the date the covered **Claim** position is confirmed by the **Insurer**.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E212 Sub-limit for Negligent Homicide in Performance of Duties and Occupational Health & Safety Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer's** maximum aggregate liability for **Loss** under Extension 7.6 **Negligent Homicide in Performance of Duties** and Occupational Health & Safety is subject to a sub-limit of [insert the amount], which forms part of and not in addition to the total aggregate Limit of Liability shown in Item 3 of the **Schedule**.

In all other respects this policy remains unaltered.

### E213 Sanction Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms,

conditions, limits of liability and exclusions of the policy):

Whenever any payment provided by this policy would be in violation of the United Nations Resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, the Republic of China or United States of America, the Insurer in no event shall make such payment.

In all other respects this policy remains unaltered.

### **E213 制裁除外不保附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

當本保險單所提供之任何理賠有違反聯合國決議或歐盟、英國、中華民國或美國之貿易制裁法令者，本公司不予以理賠。

本附加條款未約定事項悉依本保險單約定辦理。

### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E214 SFIPC Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For any **Claim** brought by or relates to the Securities and Futures Investors Protection Center (SFIPC), the **Insurer** shall only pay [insert co-insurance %] of any **Loss** in respect of cover provided under this policy which exceeds the retention of [insert the retention amount].

In all other respects this policy remains unaltered.

### **E215 Specific Insured Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Cover under this policy [ is extended to include ] / [ does not include ] the following person(s) as the **Insured**:

**[insert name of the person]**

In all other respects this policy remains unaltered.

### **E215 特定被保險人附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單承保範圍 [ 擴大承保 ] / [ 不承保 ] 下列之人為**被保險人**：

**[insert name of the person]**

本附加條款未約定事項悉依本保險單約定辦理。

### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E015E Company Deemed To Be An Outside Entity- with Special Agreement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this policy, the following entities are deemed to be the **Outside Entity** of the **Company** with the effective date stated below:

Name of the Entities:  
**[Insert Company Name]**

Effective Date:  
**[Insert Date]**

It is further understood and agreed that cover for **Outside Directorship Extension** provided under this Endorsement is not broader than that of any directors & officers liability insurance maintained by the above entities and this policy will not drop down acting as primary policy in any case.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版  
**E015E 視為被保險公司之外部組織附加條款－特殊約定**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

基於本保險單適用目的，自以下所列生效日起，以下列名公司視為**被保險公司之外部組織**：

列名公司：

生效日：

[填寫公司名稱]

[填寫日期]

經同意本附加條款所提供**外部董事之擴大承保**之保障範圍不超過上述公司所自行投保之董監事責任保險之保障範圍，而且本保險單在任何情況下均不會成為基層保險單。

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E009 Termination Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy has been terminated with effect from [insert date] and the **Policy Period** is accordingly amended to expire at this time. In consideration of the foregoing, there will be a return premium due of [insert amount].

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版  
**E009 保險單終止附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單於〔填入日期〕起終止，且**保險期間**亦隨之變更於該時刻到期。經考慮以上事實，本公司將退還保費〔填入金額〕。

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E036B Financial Institutions Exclusions – With Carve-back For Shareholder**  
**Actions (other than Investment Banking Activities)**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to the **Company's** or an **Insured's** performance or attempted performance of professional services for any person, or any product supplied to any person, or any alleged act, error or omission relating thereto, including but not limited to the following areas: broker, dealer, financial advisor, investment advisor, investment banker, investment manager, clearing agent, insurance broker, real estate syndicator; or services rendered in the **Company's** trust department or as a trustee or other fiduciary or agent for individuals, partnerships, corporations or government bodies; or any functions similar to those mentioned above; or any other professional services.

Provided that other than with respect to **Investment Banking Activities**, this exclusion shall not apply to any shareholder derivative or shareholder class action **Claim** against the **Insured** .

“**Investment Banking Activity**” includes the underwriting, syndicating or promotion of any security or partnership interest in connection with any actual, alleged or threatened merger, acquisition, divestiture, tender offer, proxy contest, leveraged buy-out, going private transaction, reorganization (voluntary or involuntary), capital restructuring, recapitalization, spin-offs, primary or secondary offerings of securities (regardless of whether the offering is a public offering or private placement), dissolution or sale of all or substantially all of the assets or stock of a business entity, or effort to raise or furnish capital or financing for any enterprise or entity, or any acquisition or sale of securities by any broker/dealer for its own account, or any activity by an **Insured** as a specialist or market maker (including the failure to make a market) for

any securities, or any disclosure requirements in connection with any of the foregoing. **Investment Banking Activity** also includes the rendering of advice or recommendations or the rendering of a written opinion in connection with any of the above activities.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

### **E036B 金融機構業務除外不保附加條款—承保股東訴訟(投資銀行業務除外)**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

就直接或間接基於、肇因於或可歸因於**被保險公司**或**被保險人**提供或計畫提供專業服務、商品予任何人,或被指控因與下列範圍相關之行為、錯誤或應作為而不作為所造成之**損失**,**本公司**不負賠償責任。該專業服務之範圍包括但不限於:經紀人、自營商、財務顧問、投資顧問、投資銀行、投資經理人、清算代理人、保險經紀人、不動產共同投資發起人所提供之服務;或**被保險公司**信託部門所提供之服務,或個人、合夥、公司組織或政府組織之受託管理人、其他受託人或代理人所提供之服務;或任何與上述服務有相同功能者;或任何其他專業服務。

惟本除外不保附加條款不適用於**被保險人**遭受任何股東代位或股東集體訴訟之**賠償請求**,但不包括與**投資銀行業務**相關者。

「**投資銀行業務**」包含承銷、聯貸、聯合承銷或行銷任何與下述相關之有價證券或合夥利益:任何實際上、被指稱或被威脅為合併、併購、出脫股權或撤資、公開收購、委託書徵求、融資購併、民營化(私有化)、自願或非自願重整、資本結構重組、資本重估、分割、初級或次級市場之有價證券發行(不論為公開發行或私募)、處分或出售某企業全部或主要部分之資產或股權、為任何企業或組織增資或籌資之行為、任何證券經紀商或自營商以本身帳戶為購買或出售有價證券、任何**被保險人**身為有價證券之業務員或為市場造市業務所從事之行為(包含未成功之造市業務)、或與上述相關之任何必要揭露事項。**投資銀行業務**亦包括針對任何上述行為所提供提議或建議,或提供書面意見。

本附加條款未約定事項悉依本保險單約定辦理。

### **Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E021 Deletion of Discovery Period**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

It is understood and agreed that 5. **Discovery Period** is deleted in its entirety and of no further effect.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

### **E021 刪除發現期間附加條款**

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

雙方同意並瞭解本保單第 5.條**發現期間**全部刪除並不再有效。

本附加條款未約定事項悉依本保險單約定辦理。

### **E209B Specific Transaction Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event that the **Company** acquires [insert company name] and causes the **Company's** total assets increases by greater than the Acquisition limit referred to in Item 6 of the **Schedule**, the **Insurer** agrees not to exclude any **Wrongful Act** or conduct committed arising from this acquisition after [insert the effective date of M&A]

This policy shall not extend to apply in respect of **Wrongful Acts** or conducts committed by [insert company name] or its director, officer or employee prior to [insert the effective date of M&A].

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

**E209B 特定交易附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就被保險公司收購[填寫公司名稱]和造成被保險公司總資產增加額超過承保明細表第六項所列之收購限額乙事，本公司同意不會除外任何肇因於[填寫日期]後因收購事件所發生之錯誤行為。

本保險單不適用於[填寫公司名稱]或該董事，重要職員或是員工於 [填寫日期]前所發生的錯誤行為。

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy  
E023 Deletion of Outside Directorship Extension**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

7. Extensions 7.5 Outside Directorship Extension is deleted in its entirety and of no further effect.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

**E023 刪除外部董事之擴大承保附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

保險單第 7 項擴大承保事項之第 7.5 項「外部董事之擴大承保」全數刪除且不再有效。

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy  
E216 Deprivation of Assets Cover**

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy is extended to include **Deprivation of Assets Expenses** arising from a **Claim** first made or an **Investigation** during the **Policy Period**.

The sub-limit of liability under this Extension shall not exceed [insert amount] for each **Insured**. Insurer's total aggregate liability for cover under this Extension shall not exceed [insert amount], irrespective of the number of **Claims** or **Investigations** under this policy, the Insuring Clause(s) under which it is made, the amount claimed or the number of **Insureds** who claim under this Extension.

For the purpose of this Extension, **Deprivation of Assets Expenses** means the payment of the following services directly to the provider of such services in the event of an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **Insured** or creating a charge over real property or personal assets of the **Insured** during the **Policy Period**:

- (i) schooling;
- (ii) housing;
- (iii) utilities;
- (iv) personal insurances.

Such expenses will only be payable provided that a personal allowance has been directed by the court to meet such payments and such personal allowance has been exhausted.

Such expenses will be payable after thirty (30) days following the court direction for a period of up to twelve (12) months.

In all other respects this policy remains unaltered.

**Chubb Elite Directors & Officers Excess Liability Insurance Policy  
E218 Extension to Primary Policy Clause**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Notwithstanding anything to the contrary in this policy, in consideration of the payment of an additional premium of \$[insert amount], this policy is extended to include the coverage provided under the endorsement [No. XX insert name of endorsement] newly added in the Primary Policy with effect from [insert the effective date].

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E216 資產剝奪相關費用附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單擴大承保因保險期間內首次提出之賠償請求或調查而產生之資產剝奪相關費用。

本擴大承保事項下的附屬責任限額適用每一被保險人不應超過[填入金額]。本公司就本擴大承保事項承保之最高累積責任限額不超過[填入金額]，不因本保險單適用之賠償請求或調查之次數、適用之承保範圍、提出之請求金額或依本擴大承保事項提出請求之被保險人人數而有不同。

基於本擴大承保條款之適用目的，資產剝奪相關費用係指在保險期間內，被保險人的房地產或個人資產之所有權遭到假扣押、扣押或禁止處分命令而沒收、控制、暫停或凍結之情況下，直接支付下列服務費用予服務提供者：

- (i) 學費；
- (ii) 住宿相關費用；
- (iii) 水電瓦斯費；
- (iv) 個人保險。

本項費用僅在法院裁定一筆個人津貼支付該服務費用而其金額已用盡時，始為給付。

本項費用將在法院裁定後三十(30)日後開始支付，支付期間最長為十二(12)個月。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E212A Amendment of Negligent Homicide in Performance of Duties and Occupational Health & Safety Extension – No retention apply

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

#### Extensions 7.6 Negligent Homicide in Performance of Duties and Occupational Health & Safety

**Extension** is hereby deleted in its entirety and replaced by the following:

- (i) Subject to item 7.6(ii) below, cover under this policy is extended (subject to the Insuring Agreement and the other terms and conditions of this policy and subject to the overall aggregate Limit of Liability) to **Defence Costs** arising from any **Claim** alleging any commitment of **Negligent Homicide in Performance of Duties** or alleging any breach of occupational health and safety legislation in the Republic of China or its equivalent in any jurisdiction.
- (ii) No retention shall apply to **Defence Costs** arising from any **Claim** alleging any commitment of **Negligent Homicide in Performance of Duties** or alleging any breach of occupational health and safety legislation in the Republic of China or its equivalent in any jurisdiction.
- (iii) In the event that any element or all elements of cover provided solely by virtue of this Extension 7.6 are covered by any other policy of insurance, then this policy shall apply excess of any valid and collectible insurance.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E212A 修改業務過失致死及勞工安全衛生之擴大承保附加條款-無自負額適用

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 7.6 條業務過失致死及勞工安全衛生之擴大承保完全刪除而為下述約定所取代：

## 7.6 業務過失致死及勞工安全衛生之擴大承保

- (iv) 除第 7.6 (ii) 條另有規定外，本保險單擴大承保（符合承保範圍、本保險單之其他條款、條件及累積責任限額之情況下）因遭指控觸犯**業務過失致死罪**或違反任何中華民國勞工安全衛生法規或其他管轄領域類似立法所生之**賠償請求**，其相關**抗辯費用**。
- (v) 因遭指控觸犯**業務過失致死罪**或違反任何中華民國勞工安全衛生法規或其他管轄領域類似立法所生之**賠償請求**，其相關**抗辯費用**無自負額適用。
- (vi) 如本第 7.6 條擴大承保範圍之一部分或全部，為其他保險契約所承保，本保險單僅就損失超過其他有效保險單承保之部分，負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E217 Amendment of Claims and Investigations

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Conditions **Claims and Investigations** is hereby deleted in its entirety and replaced by the following:

- (i) It is a condition precedent to the **Insurer's** liability to make any payment in respect of a **Claim** to which Clause 4.3(iv) is applicable, that **[insert the Company's department title]** gives written notice to the **Insurer** of such **Claim** as soon as practicable. For all other **Claims** under this policy **[insert the Company's department title]** shall give written notice to the **Insurer** as soon as practicable but this shall not be a condition precedent.  
In event of expiry of the **Policy Period**, notification must be given in any event no later than 90 days after the expiration of the **Policy Period**, or in relation to a **Claim** first made against the **Insured** or **Investigation** first commenced during the **Discovery Period** (if applicable) no later than 60 days after the expiration of the **Discovery Period**.
- (ii) All notices under this policy shall include, but not be limited to, the following information:
  - (a) a specific description of the **Wrongful Act**; and
  - (b) details of all parties involved; and
  - (c) a copy of any written demand and/or written notice of any **Investigation**.In addition, the **Company** and the **Insured** shall, on an ongoing basis, give the **Insurer** such information and co-operation as it may reasonably require. Notice and all information shall be sent in writing to the **Insurer** as follows:  
The Claims Manager,  
Insurance Company of North America, Taiwan Branch  
10F., No.8, Sec. 5, Xinyi Rd., Xinyi District,  
Taipei City 110, Taiwan (R.O.C.)  
Facsimile: (02) 8758 1888
- (iii) Neither the **Company** nor the **Insured** shall do anything to prejudice any of the **Insurer's** rights nor shall they admit liability for or settle any **Claim** or incur **Defence Costs** or **Legal Representation Expenses** without the **Insurer's** prior written consent, which consent shall not be unreasonably withheld. The **Insurer** shall at all times have the right, but not the duty, to effectively associate in the defence or settlement of any **Claim** or the incurring of **Legal Representation Expenses** to which this policy may apply and to be given the opportunity to consult with the **Insured** in relation to proposed action that the **Insured** may wish to take in relation to such **Claim** or **Legal Representation Expenses**.
- (iv) Notwithstanding clause 4.3(iii) above, the **Insurer** shall have the right to defend any **Claim** brought against an **Insured** by or on behalf of any:
  - (a) **Company**; or
  - (b) **Outside Entity**;unless such **Claim** is:
  - (a) for contribution or indemnity if such **Claim** directly results from another **Claim** that would otherwise be covered under this policy; or
  - (b) a shareholder derivative action brought or maintained on behalf of the **Company** or **Outside Entity** without the solicitation or participation of an **Insured, Company** or **Outside Entity** unless legally compelled to do so; or
  - (c) brought or maintained by a liquidator, receiver or administrative receiver, or

similar person under the laws of any other jurisdiction.

With respect to such **Claims**, the **Insurer** shall have no duty or obligation to communicate with any other **Insured** or the **Company** in relation to such **Claim**.

- (v) The **Insurer** will accept as reasonable and necessary the retention of separate legal representation to the extent required by a material conflict of interest between any other **Insured** and/or the **Company**.
- (vi) If during the **Policy Period** or **Discovery Period** (if applicable) the **Company** or any **Insured** shall become aware of any circumstances that might give rise to a **Claim** and during such period gives notice of the same to the **Insurer**, then any **Claim** later made against any **Insured** shall for the purposes of this policy be treated as a **Claim** made during the **Policy Period** or **Discovery Period** (if applicable). A notice of such a circumstance must describe as precisely as possible all facts and details including the reasons for anticipating a **Claim** with full particulars as to dates and persons involved and an estimate of quantum.
- (vii) If during the **Policy Period** the **Company** or any **Insured** shall become aware of any circumstances that might give rise to an **Investigation** and during such period gives notice of the same to the **Insurer**, then any **Investigation** later commenced against any **Insured** shall for the purposes of this policy be treated as an **Investigation** during the **Policy Period**. A notice of such a circumstance must describe as precisely as possible all facts and details including the reasons for anticipating an **Investigation**.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E217 修改賠償請求與調查附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 4.3 條賠償請求與調查完全刪除而為下述約定所取代：

- (i) 就本保險單之第 4.3(iv)條之賠償請求，本公司賠付之前提係[填寫被保險公司部門名稱]按實際可行之方式立即以書面通知本公司該賠償請求或調查。  
就本保險單之其他賠償請求，[填寫被保險公司部門名稱]應按實際可行之方式立即以書面通知本公司，但此非為本公司賠付之前提。  
若保險期間屆滿，通知最遲應於保險期間屆滿後 90 日內向本公司為之，若是在發現期間內首次對被保險人提出賠償請求者，最遲應於發現期間屆滿後 60 日內通知本公司。
- (ii) 依本保險單所為之通知應包括但不限於以下資訊：
  - (a) 對錯誤行為之具體描述；及
  - (b) 所有當事人之詳細資料；及
  - (c) 調查之書面請求及/或書面通知之影本。此外，被保險公司和被保險人應隨時提供本公司合理要求之資訊和協助。通知和資訊應以書面寄送至以下地址：  
理賠部經理  
美商安達產物保險股份有限公司台灣分公司  
台北市 110 信義區信義路五段 8 號 10 樓  
傳真：(02) 87581888
- (iii) 被保險公司或被保險人均不得侵害本公司之任何權利，或於未取得本公司事先書面同意前，就任何賠償請求承認其責任、和解或產生任何抗辯費用或法律代理費用，惟本公司無正當理由不得拒絕同意。本公司有權但無義務，隨時實際參與可能屬於本保險單所承保賠償請求之抗辯或和解，或法律代理費用之產生，本公司並應有機會與被保險人商討有關被保險人對賠償請求或法律代理費用，所擬採取之因應措施。
- (iv) 儘管上述條件第 4.3(iii)條，本公司有權利替被保險人為以下賠償請求抗辯：
  - (a) 該賠償請求由或代表被保險公司提出；或
  - (b) 該賠償請求由或代表外部組織提出；除非該賠償請求為：
  - (a) 任何請求分攤責任或補償，但限於該賠償請求係因本保險單所承保之其他賠償請求直接導致者；或



- (b) 任何代表被保險公司或外部組織提出或進行之股東訴訟，且無任何被保險人、被保險公司或外部組織勸誘或參與之情形，除非被保險公司或外部組織依法應提起之賠償請求；或
- (c) 任何由清算人、破產管理人或行政接管人或其他管轄領域法律規範之類似人員所提出；或  
本公司沒有義務或責任就上述之賠償請求與任一其他的被保險人或被保險公司溝通。
- (v) 若其他被保險人及/或被保險公司存有重大利益衝突之情況下，本公司接受合理及必要的僱用獨立之法律代理人
- (vi) 如於保險期間或發現期間內（如有適用），被保險公司或任何被保險人得知可能會有某些情事導致賠償請求時，並於該段期間內通知本公司，則任何事後對被保險人提出之賠償請求，均視為已於本保險單保險期間或發現期間內提出。相關之通知須盡可能詳細描述所有事實及細節，包括預期將有賠償請求之原因、日期、所涉及人員以及賠償金額等。
- (vii) 若在保險期間內，被保險公司或任何被保險人得知可能因某些情事而引起調查，並於該段期間內通知本公司，則任何事後對被保險人所為之任何調查，均視為已於本保險單保險期間內提出。相關通知須盡可能詳細描述所有事實及細節，包括預期會有調查之原因。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Directors & Officers Liability Insurance Policy E036C Professional Indemnity exclusion (with carvebacks)

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This insurance shall not cover any claim based upon misconduct in connection with the handling of contracts or services provided as part of the financial services business between the insured companies and their clients, except

- for any claim brought by a shareholder of a company in their capacity as such, including, but not limited to shareholder derivative claims and / or
- for any claim made against the insured based on failure to supervise or any other infringement of management duty whilst acting in the capacity of a director or officer or for acts or omissions committed in the capacity as a member of a committee implemented according to law or the articles or by-laws of the company.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E148H Amendment of Continuous Cover Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Extension 7.8 Continuous Cover is hereby deleted in its entirety and replaced by the following:

#### 7.8 Continuous Cover

This policy extends to cover the **Insured** for any **Claim** or **Investigation** which could have been notified to the insurer(s) under an earlier directors and officers liability insurance policy issued by the insurer(s) and which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim** or **Investigation** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a directors and officers liability insurance policy with the **Insurer** or another insurer from the Pending or Prior Litigation Date shown in Item 5 of the **Schedule** up until the date this policy commenced; and
- (iii) the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iv) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, Schedule, limit of liability and retention)

- of this policy, but only where this policy affords no broader cover in respect of the Claim than the provisions of the policy in force at the time the **Insured** first became aware of the Prior Matter, the limit of liability available under this policy shall be eroded by payments for Prior Matter covered under this Extension; and
- (v) the **Insurer's** obligations are limited solely to the extent of the stated proportion of this policy.

In all other respects this Policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E148H 變更繼續承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 7.8 條繼續承保完全刪除而為下述約定所取代：

#### 7.8 繼續承保

本保險單擴大承保**被保險人**就任何**賠償請求**或**調查**，未能及時依保險公司先前核發之董監事暨重要職員責任保險通知保險公司，但於本**保險期間**或**發現期間**（如有適用）內通知**本公司**，並符合下列規定者：

- (i) 對於前述**賠償請求**或**調查**（下稱「**先前事件**」），無任何詐欺不揭露或不實陳述之情形；且
- (ii) **被保險人**在**承保明細表**第五項所列賠案請求起算日至本保險單開始生效日止，**被保險人**已投保**本公司**或其他保險公司之董監事暨重要職員責任保險，且**保險期間**未中斷；且
- (iii) **被保險人**於本保險單開始生效日前首次知悉**先前事件**；且
- (iv) 本擴大承保條款提供之保障將以本保險單之條款、條件、除外不保事項及限制（包括承保範圍、承保明細表、責任限額及自負額）為依據；惟以本保險單就前述**賠償請求**所提供之保障，不超過**被保險人**首次知悉**先前事件**當時有效保險單所提供者為限，且本保險單之責任限額於賠付**先前事件**將因而降低；且
- (v) **本公司**僅根據本保險單所約定之承保比例負擔賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

#### E148C 繼續承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第7.8條繼續承保內容完全刪除並以下列規定取代：

#### 7.8 繼續承保

本保險單擴大承保**被保險人**就任何**賠償請求**、**調查**或可能導致**賠償請求**之**錯誤行為**，未能及時依**本公司**及/或其他公司先前核發之董監事暨重要職員責任保險通知**本公司**或其他公司，但於本**保險期間**或**發現期間**（如有適用）內通知**本公司**，並符合下列規定者：

- (i) 對於前述**賠償請求**、**調查**或可能導致**賠償請求**之**錯誤行為**（下稱「**先前事件**」），無任何詐欺、不揭露或不實陳述之情形；且
- (ii) **被保險人**在首次知悉**先前事件**前，至本保險單開始生效日止，**被保險人**已投保**本公司**或其他公司之董監事暨重要職員責任保險，且**保險期間**未中斷；且
- (iii) 本擴大承保條款提供之保障將以**被保險人**首次知悉**先前事件**當時有效之保險單條款、條件、除外不保事項及限制（包括承保範圍、承保明細表、責任限額及自負額）為依據；且
- (iv) 本擴大承保條款就**先前事件**所適用之累積責任限額，應以**被保險人**首次知悉**先前事件**當時有效保險單約定之責任限額，或本保險單約定之責任限額（包括所適用之附屬責任限額），兩者中金額較低者為上限，且本保險單之責任限額於賠付**先前事件**將因而降低；且
- (v) **本公司**僅根據本保險單所約定之承保比例負擔賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite Directors & Officers Excess Liability Insurance Policy E218A Extension to Primary Policy Clause –Run Off Cover

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Notwithstanding anything to the contrary in this policy, in consideration of the payment of an additional

premium of \$[insert amount], this policy is extended to include the coverage provided under the endorsement [No. XX insert name of endorsement] newly added in the Primary Policy with effect from [insert the effective date].

It is further agreed that Item 2 of the **Schedule** is amended to read as follows:

**'Policy Period:** From: [insert inception date of the original policy period]

To: [insert expiry date of the extension period]

The **Insurer's** maximum aggregate liability for all **Loss**, as stated in **2 Erosion and Limits of Liability 2.1**, shall remain unchanged.

The **Insurer** shall be liable only to make payment under the policy arising out of, based upon or attributable to or in any way connected with directly or indirectly any **Wrongful Act** or **Investigation** committed, or commenced prior to [insert M&A date].

In all other respects this policy remains unaltered.

### 菁英版董監事暨重要職員超額責任保險

#### E218A 基層保單擴大承保附加條款-擴大發現期

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）

儘管本保險單有其他不同規定，經支付額外保險費[填入金額]為對價，自[填寫日期]起本保險單就基層保單所新增之附加條款[填入附加條款名稱]予以擴大承保。

雙方另行同意承保明細表第二項茲修正如下：

保險期間：自：[填入原保險期間開始日期]

至：[填入經延長之保險期間之屆滿]

本公司依第 2 條責任限額之 2.1 項所約定之所有損失之最高累積責任限額應維持不變。

本公司基於本保險單僅就直接或間接基於、肇因於或可歸因於發生於[填寫 M&A 日期]前之錯誤行為或調查所生之損失，予以承保。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E148I Continuous Cover Extension Amended

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

7.8 **Continuous Cover** is hereby deleted in its entirety and replaced by the following:

#### 7.8 Continuous Cover

This policy extends to cover the **Insured** for any **Claim**, **Investigation** or any **Wrongful Act** which may give rise to a **Claim**, which could have been notified to the **Insurer** under an earlier directors and officers liability insurance policy issued by the **Insurer** and which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim**, **Investigation** or **Wrongful Act** which may give rise to a **Claim** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a directors and officers liability insurance policy with the **Insurer** from no later than the date when the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, Schedule, limit of liability and retention) of the policy in force at the time the **Insured** first became aware of the Prior Matter, but only where such earlier policy affords no broader cover in respect of the **Claim** than the provisions of this policy.
- (iv) the **Insurer's** obligations are limited solely to the extent of the stated proportion of this policy.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

### E148I 修改繼續承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第7.8條繼續承保內容完全刪除並以下列規定取代：

#### 7.8 繼續承保

本保險單擴大承保被保險人就任何賠償請求、調查或可能導致賠償請求之錯誤行為，未能及時依本公司先前核發之董監事暨重要職員責任保險通知本公司，但於本保險期間或發現期間（如有適用）內通知本公司，並符合下列規定者：

- (i) 對於前述賠償請求、調查或可能導致賠償請求之錯誤行為（下稱「先前事件」），無任何詐欺不揭露或不實陳述之情形；且
- (ii) 被保險人在首次知悉先前事件前，至本保險單開始生效日止，被保險人已投保本公司之董監事暨重要職員責任保險，且保險期間未中斷；且
- (iii) 本擴大承保條款提供之保障將以被保險人首次知悉先前事件當時有效保險單之條款、條件、除外不保事項及限制（包括承保範圍、承保明細表、責任限額及自負額）為依據；惟以該當時有效之保險單就前述賠償請求所提供之保障，不超過本保險單所提供者為限。
- (iv) 本公司僅根據本保險單所約定之承保比例負擔賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E220 Continuous Cover Extension for Specific Entity

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy extends to cover the **Insured** for any **Claim, Investigation** or any **Wrongful Act** which may give rise to a **Claim**, which could have been notified to the **Insurer** and/ or other insurer under an **Earlier Directors and Officers Liability Insurance Policy** which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim, Investigation** or **Wrongful Act** which may give rise to a **Claim** (each being a "Prior Matter"); and
- (ii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, **Schedule**, limit of liability and retention) of the **Earlier Directors and Officers Liability Insurance Policy** in force at the time the **Insured** first became aware of the Prior Matter; and
- (iii) the aggregate limit of liability available to cover Prior Matter under this Extension shall be capped to the limit of the **Earlier Directors and Officers Liability Insurance Policy** in force at the time the **Insured** first became aware of the Prior Matter (however, it shall be no greater than the Limit of Liability (including applicable sub-limits) available under this policy) and the Limit of Liability available under this policy shall be eroded by payments for Prior Matter covered under this Extension; and
- (iv) the **Insurer's** obligations are limited solely to the extent of the stated proportion of this policy.

**Earlier Directors and Officers Liability Insurance Policy** means Directors and Officers Liability Insurance Policy issued for [insert company name] [insert policy number] during the period [insert period].

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E219 Taxation Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy shall extend to include an **Insured's Loss** arising from their personal liability for unpaid taxes where the **Company** has become insolvent except to the extent that such liability arises from the wilful intent of the Insured to breach any statutory duty governing the payment of taxes. Such cover shall apply up to the sub-limit \_\_\_\_\_, which is part of the policy limit.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

## E219 擴大承保稅務附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單擴大承保當被保險公司破產而使被保險人對公司未付之稅務必須負擔個人責任時所產生之損失，但不包括該責任是因該被保險人蓄意違反支付稅務之法定義務所引起者。本擴大承保事項適用附屬責任限額，本附屬責任限額為累積責任限額之一部分。

本附加條款未約定事項悉依本保險單約定辦理。

## Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E222 Derivative Investigation Hearing Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy shall extend to cover, as **Loss**, the **Derivative Investigation Costs** of an **Insured**. Such cover shall apply up to the sub-limit \_\_\_\_\_, which is part of the policy limit.

No retention shall apply to this Extension.

For purpose of this endorsement only, following definitions are added to the policy:

**Derivative Investigation Costs** means the reasonable and necessary fees, costs and expenses incurred by the board of directors (or equivalent management body) of the **Company**, with the **Insurer's** prior written consent, solely in connection with the preparation for and response to a **Derivative Investigation**.

**Derivative Investigation Costs** does not include (i) the remuneration of any **Insured**, costs of their time or costs or overheads of any **Company**; or (ii) the costs of complying with any formal or informal discovery or other request seeking documents, records or electronic information in the possession or control of any **Company**, the requestor or any other third party.

**Derivative Investigation** means an internal inquiry or investigation undertaken by the board of directors (or equivalent management body) of the **Company** specifically and solely to determine how to respond to a **Derivative Demand** or a **Derivative Proceeding**.

**Derivative Demand** means a written demand by any shareholder of a **Company** upon the board of directors (or equivalent management body) of such **Company** to commence a civil action on behalf of the **Company** against any **Insured** for a **Wrongful Act** under the ROC Company Act or any similar legislation in any other jurisdiction.

**Derivative Proceeding** means a derivative claim brought against an **Insured** under the Company Act of the Republic of China or any similar legislation in any other jurisdiction on behalf of a **Company** by a shareholder of such **Company**.

In all other respects this policy remains unaltered.

## 菁英三號董監事暨重要職員責任保險-進階版

### E222 代表訴訟調查擴大承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單擴大承保被保險人之代表訴訟調查費用，而將其視為損失。本擴大承保事項適用之附屬責任限額為\_\_\_\_\_，本附屬責任限額為累積責任限額之一部分。

基於本附加條款適用之目的，以下定義新增至保險單：

代表訴訟調查費用係指經本公司事先書面同意，被保險人僅為了準備或回應針對其所提起之代表訴訟調查而產生之合理且必要之費用、成本及支出。

代表訴訟調查費用不包括：

- (i) 任何被保險人之薪資、時間成本或被保險公司之成本或支出；或
- (ii) 為遵循任何正式或非正式要求提出被保險公司、主管機關或任何其他第三方所擁有或控制之文件、紀錄或電子資料所產生之成本。

代表訴訟調查係指被保險公司特定且僅為了決定被保險公司應該如何因應被保險公司收到之代表訴訟請求所做之內部詢問或調查。

代表訴訟請求係指依據中華民國公司法或其他管轄領域類似立法，被保險公司之任何股東以書面要求該被保險公司之董事會(或職責相當之管理機構)代表被保險公司針對被保險人之錯誤行為而對其提起民事訴訟。

本附加條款未約定事項悉依本保險單約定辦理。

## Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E070A Pharmaceutical Exclusion Amended

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly in connection with any **Claim** or **Investigation** based on, arising from or attributable to any failure, effect, side effects or interaction of any pharmaceutical product, including but not limited to the result of clinical trial and testing, and failure to get drug permit license.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

**E070A 修改藥物除外不保附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及不保事項為不同規定者，不在此限）：就任何直接或間接基於、肇因於或可歸因於任何藥物之無作用、作用、副作用或交互作用，包括但不限於臨床測試及任何分析測試之結果，及無法取得藥品許可證有關之賠償請求或調查之損失，本公司不負賠償責任。本附加條款未約定事項悉依本保險單約定辦理。

Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

**E139A Pre-Investigation Costs Cover**

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy shall extend to pay the reasonable and necessary fees, costs and expenses of each **Insured** (but not including any remuneration of any **Director** or **Officer** or employee of the **Company**) incurred with the prior written consent of the **Insurer**, directly with respect to:

- (i) any **Pre-Investigation**; and
- (ii) preparations for any written notice or reports to any official body in connection with any **Pre-Investigation**.

For the purpose of this Extension, **Pre-Investigation** means:

- (i) raid or on-site visit to any **Company** by a regulator or an official body first occurring during the **Policy Period** that involves the production, review, copying or confiscation of records or interviews of any **Insured**; or
- (ii) a formal or official written notice received by an **Insured** during **Policy Period** from any regulator or official body, requiring the **Insured** to produce documents to, or answer questions; or
- (iii) formal notification by the **Company** or an **Insured**, whilst acting in the capacity of **Director**, **Officer** or employee of the **Company**, to any regulator or official body, first given during the **Policy Period**, where the **Company** or an **Insured** reasonably considers that a material breach of the **Company's** or an **Insured's** legal or regulatory duty has occurred and which the **Company** or an **Insured** is required to give notice of as set out in the regulator's or official body's rules and regulations.; or
- (iv) an internal inquiry conducted by the **Company** if and to the extent such an inquiry is requested by the regulator or official body following a formal notification given in (ii) above.

**Pre-Investigation** shall not mean routine regulatory supervision, inspection or compliance reviews, or any investigation which focuses on an industry rather than the **Company** or an **Insured**.

It is also understood and agreed that the sub-limit of liability under this Endorsement shall not exceed US\$[insert amount], which is part of and not in addition to the Limit of Liability in the aggregate as shown in Item 3 of the **Schedule**. Retention apply to this Endorsement should be US\$[insert amount].

For the purpose of this Endorsement only, Extensions 7.11 is amended to include **Pre-investigation Cost**.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版

**E139A 調查前事件相關費用附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單擴大承保被保險人直接因下列情形而直接造成的合理且必要的費用、成本和支出（但該等費用、成本和支出不包括被保險人的任何薪資報酬），且經本公司事先書面同意者：

- (i) 任何調查前事件；及
- (ii) 為調查前事件而準備用以提交給行政機關之書面通知或報告。

基於本擴大承保條款之適用目的，調查前事件是指：

- (i) 在保險期間內首次發生，任何主管機關或行政機關突擊造訪被保險公司，要求其出示、檢查、複

- 製或沒收相關記錄，或對任何**被保險人**進行當面詢問；或
- (ii) **被保險人**於**保險期間**收到任何主管機關或行政機關之正式書面通知，要求**被保險人**準備文件或回覆問題；或
- (iii) **被保險公司**或**被保險人**於擔任**被保險公司**之**董監事**、**重要職員**或其他受僱人職務時，有理由認為已經有重大違反其應當履行的法律義務，而由**被保險公司**或**被保險人**在**保險期間**內首次向任何主管機關或行政機關出具該等正式通知，且該等通知係**被保險公司**或**被保險人**依據主管機關或行政機關之規定所應為者；或
- (iv) 主管機關或行政機關因收受前項(ii)所述之正式通知而要求**被保險公司**進行之內部調查。

**調查前事件**不包括例行性之監理、檢查或法令遵循事項審查，或任何以產業為對象，而非針對**被保險公司**或**被保險人**所為者。

另經雙方瞭解並同意，本擴大承保事項下的附屬責任限額為美金[填寫金額]元，此限額為**承保明細表**第三項所列之累積責任限額之一部份，而非另外計算。本擴大承保事項適用之自負額為美金[填寫金額]元。

基於本附加條款適用之目的，擴大承保事項第 7.11 條修改成包括**調查前事件**相關費用。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E036D Professional Indemnity exclusion (with carvebacks)

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This insurance shall not cover any **Claim** based upon misconduct in connection with the handling of contracts or services provided as part of the financial services business between the **Company** and their clients, except

- for any **Claim** brought by a shareholder of a company in their capacity as such, including, but not limited to shareholder derivative claims and / or
- for any **Claim** made against the **Insured** based on failure to supervise or any other infringement of management duty whilst acting in the capacity of a director or officer or for acts or omissions committed in the capacity as a member of a committee implemented according to law or the articles or by-laws of the **Company**.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E067A Payments and Gratuities Exclusion -with Sublimit

By way of endorsement to the policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** under the policy based on, arising from or attributable to:

- (i) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign officials, agents, representatives, employees, or any members of their family or any entity with which they are affiliated;
- (ii) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign officials, agents, representatives, employees, or affiliates (within the meaning of applicable statutes, bylaws or other law regulation governing such matters within the jurisdiction of the domicile of the **Company**, including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) of any customers or potential customers of the **Company** or any members of their family or any entity with which they are affiliated, or any **Insured Person**; or
- (iii) political contributions, whether domestic or foreign.

However, this Exclusion shall not apply to any **Loss** up to the sub-limit of US\$[insert dollar amount], which forms part of and not in addition to the total aggregate Limit of Liability shown in Item 3 of the **Schedule**.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版 E067A 給付及餽贈除外不保附加條款- 附屬責任限額

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：  
就直接或間接基於、肇因於或可歸因於下列事由之**損失**，**本公司**不負賠償責任：

- (i) 對任何專職或兼職之國內或國外的公務員、代理人、代表、受僱人、其家族成員或其關係企業所為或為其利益所為之給付、佣金、餽贈、利益、或任何其他贈與；或
- (ii) 對任何專職或兼職之國內或國外的公務員、代理人、代表、受僱人、或**被保險公司**之客戶或潛在客戶、其家族成員或其關係企業（根據被保險公司所在地之管轄權內規範前開事項之相關法律、章程或其他法規之定義範圍內，包含其任何重要職員、董監事、代理人、所有權人、合夥人、代表人、主要股東或受僱人）之成員、或**被保險人**所為或為其利益所為之給付、佣金、餽贈、利益、或任何其他贈與；或
- (iii) 國內或國外之政治獻金。

惟本附加條款不適用於 US\$[填入附屬限額金額]以下之**損失**；此一附屬限額為**承保明細表**第三項所列之累計責任限額的一部分，而非另外計算。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

#### E223 刪除特定除外不保事項附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 3.5、3.8、3.9 及 3.10 條全部刪除不再適用。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E018D Critical Occurrence Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

#### **Additional Insuring Agreement:**

The cover provided by the policy is extended to pay on behalf of the **Company** all **Critical Occurrence Loss** incurred by the **Company** arising from a **Critical Occurrence** which first commences during the **Policy Period**.

#### **Definitions:**

For the purposes of this endorsement only, the following definitions shall apply:

#### **Critical Occurrence** means

- (1) any hostile or unsolicited takeover bid or offer by any person or entity other than by or on behalf of any **Insured** and/or **Company**, whether made publicly or privately to any **Director or Officer** of the **Company**, to effect a consolidation or merger with, a takeover by or a sale by the **Company** of all or substantially all of its assets to, any other entity, person or group of entities or persons;
- (2) any of the following events which, in the reasonable opinion of the Chief Financial Officer of the **Company**, caused or was reasonably likely to cause a **Material Alteration in the Company's Share Price**
  - (i) the public announcement that the **Company** has defaulted or intends to default on its debts;
  - (ii) the public announcement that the **Company** has engaged or intends to engage in a restructuring of its debts;
  - (iii) the public announcement that the **Company** has deferred payment of or has resolved not to pay, or intends to defer the payment of or to resolve not to pay, a scheduled dividend;
  - (iv) the public announcement of employee redundancies or the permanent reduction of staff;
  - (v) the public announcement of the death, resignation, termination or dismissal of one or more of the senior management of the **Company**;
  - (vi) the public announcement that either the **Company** or a third party has applied or intends to apply for the winding up of the **Company**;
  - (vii) the public announcement that litigation, or regulatory or governmental proceedings, against the **Company** have been commenced or threatened;
  - (viii) the public announcement of the loss of
    - (i) a major client or customer of the **Company**;
    - (ii) a major contract to which the **Company** was a party;
    - (iii) the rights which the **Company** has to any trade mark, copyright or patent; which



- the **Company** had not anticipated;
- (ix) the public announcement that the **Company** has or is alleged to have caused bodily injury, sickness, disease, death or emotional distress to persons, or damage to or destruction of tangible property, including loss of use of such property, which has resulted in or has the potential to result in the commencement of a class or representative action against the **Company**;
- (x) the public announcement of the **Company's** actual or projected income or turnover for a particular period which is materially less favourable than either:
  - (i) the **Company's** income or turnover for the corresponding period in the previous year;
  - (ii) the **Company's** previous public announcements or projections regarding income or turnover for such period;
  - (iii) any estimate of the **Company's** income or turnover published by any stockbroker, fund manager, investment adviser or other securities analyst who is not employed, engaged or retained by the **Company**;
- (xi) the public announcement of the recall of a major product of the **Company** or the delay in the production of a major product of the **Company** which the **Company** had not anticipated;
- (xii) the public announcement of a revision of the **Company's** financial statements as previously filed with the appropriate authority;
- (xiii) the public announcement that the **Company** has written off or intends to write off 20% or more its assets.

**Critical Occurrence Loss** means any amounts reasonably and necessarily incurred during the period of a **Critical Occurrence** or in anticipation of and within 90 days prior to a **Critical Occurrence** first commencing, and irrespective of whether or not a **Claim** is ever made against any **Insured** or the **Company** arising from a **Critical Occurrence** and, in circumstances where a **Claim** is made, irrespective of whether the amount is incurred prior to or subsequent to any **Claim** being made, with respect to

- (1) the fees and expenses of a **Critical Occurrence Manager** in providing **Critical Occurrence Manager's Assistance** for the **Company** in connection with a **Critical Occurrence**;
- (2) travel by any **Insured** or agents of the **Company** in connection with a **Critical Occurrence**;
- (3) advertising, printing or postage in connection with a **Critical Occurrence**;

**Critical Occurrence Manager** means any crisis manager, public relations consultant, lawyer, accountant, stockbroker, investment adviser or other person or entity retained by the **Company** in connection with a **Critical Occurrence** to provide **Critical Occurrence Managers' Assistance**;

**Critical Occurrence Managers' Assistance** means all advice or services provided to the **Company** by a **Critical Occurrence Manager** for the purpose of avoiding or reducing any actual or potential adverse effect or result for the **Company** arising from a **Critical Occurrence**;

**Material Alteration in the Company's Share Price** means a fall in { **Insert Company name:** } share price within any 48 hour period by at least 10% net of the change in the share index in any country in which the **Company's** shares are listed.

The term **Critical Occurrence** shall not include:

- (1) any litigation or other proceedings begun before the inception date of this policy;
- (2) any fact, circumstance, act, omission or **Claim** of which notice has been given under any policy existing or expired before or on the inception date of this policy;
- (3) any fact, circumstance, act or omission which may give rise to a **Claim** and of which the **Insureds** are aware prior to the inception of this policy;
- (4) any injury, damage, expense, cost, loss, liability or legal obligation in any way related to **Pollution** however caused including shareholder or derivative **Claims** arising from or attributable to such **Pollution**.

**Exclusions:**

For the purposes of this endorsement only, Exclusions 3.7 and 3.8 are deleted.

**Conditions:**

For the purposes of this endorsement only, the following conditions apply:

- (a) The **Insurer's** maximum aggregate limit of liability for all **Critical Occurrence Loss** arising from a **Critical Occurrence** covered by this endorsement is expressly subject to a sub-limit of **US\$[insert amount]** ("the **Critical Occurrence** Limit of Liability"), which is in addition to the total aggregate Limit of Liability shown in Item 3 of the **Schedule**;
- (b) The **Company** shall not be required to pay any Retention for any **Critical Occurrence Loss** covered by this endorsement;
- (c) The **Company** shall not be required to obtain the prior written approval of the **Insurer** before incurring any **Critical Occurrence Loss**;
- (d) The **Company** shall give written notice to the **Insurer** within 30 days of a **Critical Occurrence** first commencing;
- (e) A **Critical Occurrence** shall first commence when any **Director or Officer** of the **Company** shall first become aware of the **Critical Occurrence**, and shall end when the **Critical Occurrence** Limit of Liability has been exhausted or when the **Critical Occurrence Manager** so advises, whichever is the first to occur.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E018D 重大情事附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項為不同規定外）：

#### 附加承保範圍：

本保險單之承保範圍擴大及於為被保險公司支付其於保險期間內因首次發生之重大情事所致之所有重大情事損失。

#### 名詞定義：

在本附加條款下，所使用之名詞定義如下：

「重大情事」係指：

- (1) 任何非被保險人及/或非被保險公司或非代表被保險人及/或非代表被保險公司之個人或組織，以公開或私下方式向被保險公司之董監事或重要職員，所為敵意或強行購併之出價或要約，使被保險公司全部或大部分之資產為其他組織、個人、組織團體或個人團體所收購或購買而被合併。
- (2) 基於被保險公司財務長合理意見，被保險公司股價重大變動係由任何下列事件所導致或可能由其導致：
  - (i) 發布被保險公司有債務不履行情事或有意不履行債務之公開訊息；
  - (ii) 發布被保險公司進行或有意進行債務重整之公開訊息；
  - (iii) 發布被保險公司有延遲給付，或已決定不給付，或有意延遲或不給付預定發放之股利之公開訊息；
  - (iv) 發布被保險公司員工過剩或將裁員之公開訊息；
  - (v) 發布被保險公司有一位或一位以上高階經理人員死亡、辭職、中止僱用或解聘之公開訊息；
  - (vi) 發布被保險公司或第三人已申請或有意申請結束公司營運之公開訊息；
  - (vii) 發布被保險公司已遭遇或可能遭遇訴訟、監理或政府程序之公開訊息；
  - (viii) 發布下列情事之公開訊息：
    - (i) 被保險公司流失重要的客戶或顧客；
    - (ii) 被保險公司喪失其為一方當事人之重要合約；
    - (iii) 被保險公司非預期地喪失商標、著作權或專利權；
  - (ix) 發布被保險公司已經或被指控對人身造成體傷、生病、疾病、死亡、精神傷害，或對實體財產造成損害或破壞，包括使其無法使用，而導致或可能導致對被保險公司提出之集體訴訟或代表訴訟之公開訊息；
  - (x) 發布被保險公司於特定期間之實際或預期收入或營業額遠較下列任一數額為低之公開訊息：
    - (i) 被保險公司前一年度同期之收入和營業額；
    - (ii) 被保險公司先前就該特定期間之收入或營業額所發布之公開訊息或預測；
    - (iii) 非由被保險公司所僱用、任用或聘用之證券經紀商、基金經理人、投資顧問或其他證券分析師所公布之被保險公司之任何收入或營業額預測；
  - (xi) 發布被保險公司非預期地收回或延遲生產重要產品之公開訊息
  - (xii) 發布被保險公司修正先前提供予相關單位之財務報告之公開訊息；

(xiii) 發布被保險公司已經或有意銷除20%或20%以上之資產之公開訊息。

「重大情事損失」係指於重大情事期間或於預期重大情事發生前 90 天內所產生之合理必要費用。不論被保險人或被保險公司是否確實因重大情事受到賠償請求，或於受賠償請求時，不論該費用發生時點係先於或後於任何賠償請求。「重大情事損失」係關於下列各項之支出：

- (1) 重大情事危機管理人提供被保險公司與重大情事相關之重大情事危機管理服務之酬金及費用。
- (2) 因處理承保之重大情事，任何被保險人或被保險公司代理人所需之差旅費用。
- (3) 因處理承保之重大情事所產生之廣告文宣、印刷或郵寄之費用。

「重大情事危機管理人」係指由被保險公司所延聘，就重大情事提供重大情事危機管理服務之任何危機管理人、公共關係顧問、律師、會計師、證券經紀商、投資顧問或其他個人或組織；

「重大情事危機管理服務」係指重大情事危機管理人為避免或減少被保險公司因重大情事所致之任何實質或潛在負面影響或結果，而對被保險公司所提供之所有諮詢或服務；

「被保險公司股價重大變動」係指[填寫公司名稱]之股價，依照其掛牌上市之當地國家之證券交易所普通股股價指數為評量標準，其每股股價於 48 小時內跌幅至少超過股價指數變動之 10%。

本附加條款所稱重大情事不包括：

- (1) 於本保險單生效日前發生之任何法律程序或其他程序；
- (2) 於本保險單生效當日或生效日前，任何已依其他現存或已失效之保險單為通知之任何事實、情況、行為、不作為或賠償請求；
- (3) 被保險人於本保險單生效日前已知悉，任何可能導致賠償請求之事實、情況、行為或不作為；
- (4) 因污染有關之任何身體傷害、財物損害、費用、成本、損失、責任或法律上責任，包括肇因或可歸因於污染之股東或代位賠償請求所致者。

除外不保事項：

在本附加條款下，本保險單除外不保事項第3.7項及第3.8項不適用而予以刪除。

條件：

在本附加條款下，應適用下列條件：

- (a) 就本附加條款所承保，因重大情事而產生之所有重大情事損失，本公司所負之最高累積責任限額為美金[填寫金額]元（重大情事責任限額）；此一附屬責任限額係外加於承保明細表第三項所列之累積責任限額。
- (b) 被保險公司就本附加條款承保之任何重大情事損失毋須支付任何自負額；
- (c) 被保險公司就重大情事損失支出費用毋須事先取得本公司書面同意；
- (d) 被保險公司應於重大情事首次發生之日起30天內以書面通知本公司；
- (e) 重大情事開始於被保險公司之任一董監事或重要職員首次知悉重大情事之日起，終止於重大情事責任限額已耗盡或重大情事危機管理人通知重大情事已告結束時，兩者以較早發生者為準。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E099A Specific Entity Exclusion – Claims Brought Against

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The Insurer shall not be liable to make any payment for Loss in connection with any Claim or Investigation made against [insert company name and its Subsidiaries] or the Directors, Officers or employees of such company in their respective capacities as such.

In all other respects this policy remains unaltered.

菁英三號董監事暨重要職員責任保險-進階版  
E099A 特定組織除外不保附加條款 – 遭受賠償請求

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：  
任何對於[填入特定公司名稱及其從屬公司]或其董監事或重要職員或受僱人基於在該特定組織之職位遭受任何賠償請求或調查，本公司就相關損失不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E099B Specific Entity Exclusion – Claims Brought By And Against

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation** made against [insert company name] and its subsidiaries or the directors, officers or employees of such company in their respective capacities as such.

Further, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** which is brought directly or indirectly by or on behalf of [insert company name] and its subsidiaries or any director, officer or employee of such company.

The policy period of this endorsement is from [Insert Date] to [Insert Date].

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版 E099B 特定組織除外不保附加條款 – 提起賠償請求

#### 第一條 除外不保事項

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：  
任何對於[填入特定公司名稱]及其從屬公司或其董監事或重要職員或受僱人基於在該特定組織之職位遭受任何賠償請求或調查，本公司就相關損失不負賠償責任。

此外，任何直接或間接由[填入特定公司名稱]及其從屬公司或其董監事、重要職員或受僱人所提起或代其提起之任何賠償請求，本公司就相關損失不負賠償責任。

本批單保險期間自[dd/mm/yyyy]至[dd/mm/yyyy]。

#### 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E224 Preservation of Side A Limit

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In the event the **Insurer** pays **Loss** under Insuring Agreements 1.B or E030E "Entity Cover for Securities Claims Endorsement", the Limit of Liability stated in Item 3 of the **Schedule** shall be reinstated once in respect of **Non-Indemnifiable Loss** under Insuring Agreement 1.A and 1.C only, by an amount equal to such payment, subject to the Limit of Liability stated in Item 3 of the **Schedule** and the Conditions.

For the purpose of this endorsement, the following provisions are amended and/or added to the policy:

#### 4.1 Limit of Liability

- (i) The amount shown in Item 3 of the **Schedule** is the **Insurer's** maximum aggregate liability under this policy, except to the extent endorsement E018C "Critical Occurrence Endorsement", E224 "Preservation of Side A Limit", E192 "Additional Excess Limit for All Directors or Officers", E225 "Environmental Violation" or E226 "Cyber Privacy and Confidentiality" apply and subject to their terms, irrespective of the number of claims under this policy, the amount claimed, the number of **Insureds** who claim, or when such claims are made under this policy.
- (ii) Unless expressly provided otherwise, any sub-limit specified in this policy shall be the **Insurer's** maximum aggregate liability under such sub-limit irrespective of the number of claims under this policy, the amount claimed or the number of **Insureds** who claim. Except as provided in E018C "Critical Occurrence Endorsement", E192 "Additional Excess Limit for all Directors or Officers", E225 "Environmental Violation" and E226 "Cyber Privacy and Confidentiality", any sub-limit shall be part of and not in addition to the Limit of Liability shown in Item 3 of the **Schedule**.
- (iii) In respect of this endorsement E224 "Preservation of Side A Limit":
  - (a) the reinstated Limit of Liability shall only be available in respect of **Non-Indemnifiable Loss** under Insuring Agreement 1.A and 1.C arising from **Claims** or **Investigations** or other matters giving rise to a claim under this policy that are made within the **Policy Period** (and/or **Discovery Period**, if applicable) and notified in accordance with Condition 4.3 "Claims and Investigations", and are

- not part of a **Single Claim** already notified to the policy or any preceding policy; and
- (b) all such **Claims** or **Investigations** or other matters giving rise to a claim under this policy shall continue to be subject to the Limit of Liability stated in Item 3 of the **Schedule**, the sub-limits of liability, and any express additional limits and nothing in this Section shall be interpreted to increase the Limit of Liability stated in Item 3 of the **Schedule**; and
- (c) subject always to the foregoing, the Limit of Liability stated in Item 3 of the **Schedule** shall be reinstated by each amount paid under Insurance Agreements 1.B and E030E Entity Cover for Securities Claims Endorsement, when paid.

Related Claims and Matters

A **Single Claim** shall attach to the policy only if the notice of the first **Claim**, **Investigation** or other matter giving rise to a claim under a policy, that became such **Single Claim**, was given by the **Insured** during the **Policy Period**.

**Single Claim** means all **Claims** or **Investigations** or other matters giving rise to a claim under this policy that relate to the same originating source or cause or the same underlying source or cause, regardless of whether such **Claims**, **Investigations** or other matters giving rise to a claim under this policy involve the same or different claimants, **Insureds**, events, or legal causes of action.

In all other respects this policy remains unaltered.

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E225 Environmental Violation**

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Exclusions 3.8 is hereby deleted in its entirety and cover under this policy is extended to pay to or on behalf of an **Insured** all **Loss** resulting from an **Environmental Proceeding** up to the sub-limit of [insert the amount], which shall apply in addition to, and not part of the Limit of Liability in Item 3 of the **Schedule**. The additional sub-limit shall not apply to a reinstated Limit of Liability under Preservation of Side A Limit. For the purpose of this endorsement, the following Definitions are amended and/or added to the policy:

**Environmental Proceeding** means any **Claim**:

- (i) that is a **Securities Claim**;
- (ii) that is for an **Employment Related Wrongful Act**;
- (iii) where the **Wrongful Act** is actually or allegedly misrepresenting or failing to disclose information as governed by any statute, regulation, rule or common law regulating or creating liability for an **Environmental Condition**; or
- (iv) which results in a **Non-Indemnifiable Loss** to any **Insured**;

if and to the extent based upon, arising out of or attributable to an **Environmental Condition**.

**Environmental Condition** means:

- (i) any actual or alleged or threatened **Pollution**; or
- (ii) any regulator direction or request to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize **Pollution**.

In all other respects this policy remains unaltered.

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E226 Cyber Privacy and Confidentiality**

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy is extended to pay to or on behalf of an **Insured** all **Loss** resulting from a **Claim** as a direct result of:

- (i) any invasion infringement or interference with any right to privacy or of publicity, including any disclosure of **Data** which amounts to a breach of the relevant legislation; or
- (ii) any unauthorised disclosure or use of any **Confidential Information** in **Data** form or information in **Data** form which is subject to statutory restriction on its disclosure or use.

Such cover shall be subject to the sub-limit of [insert the amount], which shall apply in addition to, and not part of the Limit of Liability in Item 3 of the **Schedule**.

The additional sub-limit shall not apply to a reinstated Limit of Liability under Preservation of Side A Limit. For the purpose of this endorsement, the following provisions are amended and/or added to the policy:

1. Definitions

**Data** means machine-readable information in digital format (excluding software) irrespective of the way it is used or rendered, including but not limited to text, voice recordings and images.

**Confidential Information** means all information intended by the **Insured** to remain confidential which is available to the **Company's** employees, **Directors or Officers** including but not limited to:

- (i) the existence or status of any discussions or negotiations taking place concerning any business purpose;
- (ii) any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; or
- (iii) any information or analysis derived from (i) or (ii) above.

**Confidential Information** shall not include any information that is or becomes generally available to the public (other than as a result of its unauthorised disclosure by the **Insured**); or was available to a recipient on a non-confidential basis prior to disclosure by the **Insured**; was lawfully in the possession of the recipient before the information was disclosed to it; or the relevant parties agree in writing is not confidential or may be disclosed; or is developed by or for the recipient independently of the information disclosed; or is trivial, obvious or useless.

**Intranet** means an electronic network owned and controlled by the **Insured** which contains information about the **Insured's** business and is only accessible to designated employees and not to the general public.

**Extranet** means a restricted-access group of inter-connected networks accessible via a gateway or portal.

**Open Site** means any internet, **Intranet** or **Extranet** site on which content can be published by any party without registration.

## 2. Exclusions

For the purposes of this endorsement only, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Investigation** based on, arising from or attributable to:

- (i) any omission of the **Insured** to remove publications from any Internet, **Intranet** or **Extranet** following a complaint or notice in relation to the publication from any third party; or
- (ii) any publication made to an **Open Site** by the **Insured** or any employee or third party.

In all other respects this policy remains unaltered.

## Chubb Elite III *Preferred* Directors & Officers Liability Insurance Policy E227 Mitigation of Loss

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy is extended to cover the **Insured** under Insuring Agreements 1.A and 1.B, as **Loss**, for any **Mitigation Loss**, provided that:

- (i) the **Insured** demonstrates, to the reasonable satisfaction of the **Insurer**, that the incurring of such **Mitigation Loss** is reasonable and proportionate, and is reasonably likely to prevent or mitigate the potential **Claim**;
- (ii) the circumstances resulting in the payment are reported in accordance with Condition 4.3 "Claims and Investigations";
- (iii) any action taken is taken with the prior written consent of the **Insurer** (not to be unreasonably withheld or delayed);
- (iv) the liability of the **Insurer** for **Mitigation Loss** shall in no event exceed the amount of covered **Loss** it would have incurred if a **Claim** were to be pursued against the **Insured**; and
- (v) the burden of proving that any **Claim** would be covered under this policy shall rest with the **Insured**.

This Extension shall not apply to a potential **Claim** by the **Company** against any **Insured**. Such cover shall be subject to the sub-limit of [insert the amount] which is part of, not addition to the Policy Limit shown in Item 3 of the **Schedule**.

For the purpose of this endorsement, the following Definition is added to the policy:

**Mitigation Loss** means settlements, costs and expenses incurred as a result of action taken by the **Insured** solely to prevent or mitigate a potential **Claim** against an **Insured** which, if it were to become a **Claim**, would give rise to a covered **Loss** under this policy.

In all other respects this policy remains unaltered.

## Chubb Elite III *Preferred* Directors & Officers Liability Insurance Policy E228 Interpretive Counsel - International Securities Laws

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The term **Defence Costs** expressly includes reasonable costs and expenses incurred by an **Insured** for counsel within their home jurisdiction to interpret and apply advice received from counsel in a **Foreign Jurisdiction** in response to any **Securities Claim** in such other jurisdiction.

**Foreign Jurisdiction** means any jurisdiction other than the jurisdiction in which this policy was issued

In all other respects this policy remains unaltered.

### Chubb Elite III *Preferred* Directors & Officers Liability Insurance Policy **E229 Civil Fines and Civil Penalties**

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy covers, as **Loss**, civil fines and civil penalties, (including administrative fines and administrative penalties) imposed by law against an **Insured** as a result of a **Claim** or **Investigation**, where permissible and insurable under the laws of the jurisdiction where such civil fines and civil penalties are imposed.

In all other respects this policy remains unaltered.

### Chubb Elite III *Preferred* Directors & Officers Liability Insurance Policy **E230 Reinstatement of Limit if a Recovery**

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The amount of the depleted Limit of Liability stated in Item 3 of the **Schedule** following payment of **Loss** shall be reinstated to the extent of an amount equal to any sums recovered by the **Insurer** (net of the **Insurer's** reasonable expenses associated with such recovery).

In all other respects this policy remains unaltered.

### Chubb Elite III *Preferred* Directors & Officers Liability Insurance Policy **E231 Amend Loss Definition**

By way of endorsement to the policy, the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Definitions 2.15 is hereby deleted in its entirety and replaced by the following:

**Loss** means:

- (i) all amounts which an **Insured** is legally and personally obligated to pay including but not limited to:
  - (a) any statutory awards, damages compensation or interest awarded, judgments entered, settlements reached including plaintiff's legal costs, pre-judgment and post-judgment interest;
  - (b) **Defence Costs**;
  - (c) **Legal Representation Expenses**;
  - (d) **Bail Bond Costs**;
  - (e) **Crisis Costs**;
  - (f) **Deprivation of Assets Expenses**;
  - (g) **Prosecution Costs**;
  - (h) **Public Relations Expenses**;
  - (i) **Reputation Protection Expenses**;
  - (j) aggravated, punitive and exemplary damages where permissible and insurable under applicable laws;
  - (k) civil fines and civil penalties provided in Endorsement E229 "Civil Fines and Civil Penalties";
  - (l) **Pre-Investigation** costs provided in Endorsement E139 "Pre-Investigation Costs Cover";
  - (m) **Derivative Investigation Costs**;
  - (n) **Mitigation Loss**; or
  - (o) the reasonable and necessary costs, charges, fees and expenses (including the premium or origination fee for a loan or bond) incurred by an **Insured Person** solely to facilitate the return of amounts required to be repaid by such persons pursuant to Section 304(a) of the US Sarbanes-Oxley Act 2002 and Section 954 of the US Dodd-Frank Wall Street Reform and Consumer Protection Act 2010. Such amounts do not include the payment, return, reimbursement, disgorgement or restitution of any amounts requested or required to be repaid by such persons pursuant to Section 304(a) and Section 954 above.

**Loss** also includes any items not otherwise set out in this Definition for which cover is expressly provided

in the Extensions or by endorsement to this policy.

(ii) **Loss** does not include:

- (a) criminal fines or criminal penalties;
- (b) any matter which is impermissible or uninsurable under applicable laws. Provided, however, the **Insurer** shall not assert that the portion of any amount representing an award, settlement, judgment, **Legal Representation Expenses** or **Defence Costs** in a **Claim** alleging violations of Sections 11, 12 or 15(a) of the US Securities Act 1933, is uninsurable under applicable laws;
- (c) taxes or sums payable in relation to taxes except as provided in Endorsement E219 "Taxation Extension"; or
- (d) any costs or expenses incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralising, detoxifying or assessing the effects of **Pollutants** or restoring natural resources or property to their original state.

In all other respects this policy remains unaltered.

### E119 控制公司撤回財務支援之除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項為不同規定外）：

倘被保險公司之控制公司撤回任何保證或財務支援，對於任一被保險人遭受任何賠償請求或調查之損失，係直接或間接基於、肇因於、可歸因於或關於被保險公司破產或失去清償能力，本公司不負任何賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E222A Derivative Investigation Hearing Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy shall extend to cover, as **Loss**, the **Derivative Investigation Costs** of an **Insured**. Such cover shall apply up to the sub-limit \_\_\_\_\_, which is part of the policy limit.

No retention shall apply to this Extension.

For purpose of this endorsement only, following definitions are added to the policy:

**Derivative Investigation Costs** means the reasonable and necessary fees, costs and expenses incurred by the board of directors (or equivalent management body) of the **Company**, with the **Insurer's** prior written consent, solely in connection with the preparation for and response to a **Derivative Investigation**. **Derivative Investigation Costs** does not include (i) the remuneration of any **Insured**, costs of their time or costs or overheads of any **Company**; or (ii) the costs of complying with any formal or informal discovery or other request seeking documents, records or electronic information in the possession or control of any **Company**, the requestor or any other third party.

**Derivative Investigation** means an internal inquiry or investigation undertaken by the board of directors (or equivalent management body) of the **Company** specifically and solely to determine how to respond to a **Derivative Demand** or a **Derivative Proceeding**.

**Derivative Demand** means a written demand by any shareholder of a **Company** upon the board of directors (or equivalent management body) of such **Company** to commence a civil action on behalf of the **Company** against any **Insured** for a **Wrongful Act** under the ROC Company Act or any similar legislation in any other jurisdiction.

**Derivative Proceeding** means a derivative claim brought against an **Insured** under the Company Act of the Republic of China or any similar legislation in any other jurisdiction on behalf of a **Company** by a shareholder of such **Company**.

In all other respects this policy remains unaltered.

### 菁英三號董監事暨重要職員責任保險-進階版

#### E222A 衍生調查擴大承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單擴大承保被保險人之「衍生調查費用」，而將其視為損失。本擴大承保事項適用之附屬責任限額為 \_\_\_\_\_，本附屬責任限額為累積責任限額之一部分。

本擴大承保事項不適用自負額。

基於本附加條款適用之目的，以下定義新增至保險單：

「衍生調查費用」係指董事會（或同等管理機構）專為準備和回應衍生調查，經本公司事前書面同意後所產生之合理必要費用、成本和開支。

「衍生調查費用」不包括：



- (i) 任何被保險人之薪資、時間成本或被保險公司之成本或支出；或
- (ii) 為遵循任何正式或非正式要求提出被保險公司、主管機關或任何其他第三方所擁有或控制之文件、紀錄或電子資料所產生之成本。

「衍生調查」係指董事會 (或同等管理機構)代被保險公司進行之內部詢問或調查，旨在判定如何回應衍生請求或衍生程序。

「衍生請求」係指被保險公司之任何股東以書面要求被保險公司董事會 (或同等管理機構)代表被保險公司針對任何被保險人之錯誤行為，依中華民國公司法或其他管轄法域之相似規定提起民事訴訟。

「衍生程序」係指被保險公司股東依中華民國公司法或其他管轄法域之相似法規，代表被保險公司對被保險人提起之衍生賠償請求。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E078E Prior Acts for Acquired Subsidiaries

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

[In consideration of the payment of an additional premium of [insert additional premium],] notwithstanding Definition 2.32 and Extension 7.1, the cover provided by this policy shall not exclude **Wrongful Acts** or conducts by the **Directors, Officers** or employees of [insert name of entity] occurring after [insert date].

Provided that **Company** must disclose to us all facts and matters inquired by us and ensure the information given to us are complete, accurate and not misleading.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E219B Taxation Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

A **Wrongful Act** under this policy is extended to include an **Insured's** personal liability under applicable insolvency legislation for the **Company's** unpaid taxes anywhere in the world and/or social security contribution in [填入地區] solely by reason of their capacity or position as a **Director or Officer** without any allegation of wrongdoing, where the company shown in Item 1 of the **Schedule** has become insolvent, and except to the extent that such liability arises from a breach of any statutory duty governing the payment of taxes and/or social security contribution by the company shown at Item 1 of the Schedule at the deliberate instigation or with the full knowledge and/or assistance of such **Insured**.

Such cover shall apply up to the sub-limit \_\_\_\_\_, which is part of the policy limit.

In all other respects this policy remains unaltered.

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy E036E Professional Indemnity exclusion (with carvebacks)

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This insurance shall not cover any **Claim** based upon misconduct in connection with the handling of contracts or services provided as part of the financial services business between the **Company** and their clients, except

- for any **Claim** brought by a shareholder of a company in their capacity as such, including, but not limited to shareholder derivative claims and / or
- for any **Claim** made against the **Insured** based on failure to supervise or any other infringement of management duty whilst acting in the capacity of a director or officer or for acts or omissions committed in the capacity as a member of a committee implemented according to law or the articles or by-laws of the **Company**.
- for any **Claim**, for which a **Company** cannot legally indemnify the **Insured**.

Cover shall, however, be granted with regard to **Defence Costs**.

In all other respects this policy remains unaltered.

**Chubb Elite III Directors & Officers Liability Insurance Policy**  
**E232 Prosecution Costs Extension**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy is extended to include **Prosecution Costs** arising from a **Claim** first made or **Investigation** first commenced during the **Policy Period**.

**Prosecution Costs** means the legal fees, costs and expenses, incurred by an **Insured** with the prior written consent of the **Insurer** (which shall not be unreasonably delayed or withheld) to bring legal proceedings to obtain the discharge or revocation of:

- (i) an order disqualifying an **Insured** from holding office as a company director; or
- (ii) an interim or interlocutory order:
  - (a) confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of such **Insured**; or
  - (b) a charge over real property or personal assets of the **Insured**; or
- (iii) an order of a court imposing a restriction of the **Insured's** liberty; or
- (iv) the deportation of an **Insured** following revocation of otherwise proper, current and valid immigration status for any reason other than the **Insured's** conviction for a crime.

In all other respects this policy remains unaltered.

**菁英三號董監事暨重要職員責任保險**  
**E232 訴訟費用之擴大承保附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單擴大承保因保險期間內首次提出之賠償請求或首次被調查所發生之訴訟費用。

「訴訟費用」係指被保險人就以下裁定或命令提起法律抗告或訴願程序所負擔之合理法律費用、成本及支出，且經本公司事先書面同意者（若無正當理由不會拒絕）：

- (i) 解任被保險人擔任公司董事資格之裁定或命令；
- (ii) 臨時或保全性之裁定或命令：
  - (a) 沒收、控管、吊銷、凍結被保險人對其不動產或個人財產之所有權；或
  - (b) 對被保險人之不動產或個人財產進行扣押；或
- (iii) 對被保險人之人身自由加以限制之法院裁定或命令；或
- (iv) 被保險人因犯罪行為以外之原因被撤銷其適當的、現行的及有效的居留身分而被驅逐出境。

本附加條款未約定事項悉依本保險單約定辦理。

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E106D Tie In Limits Endorsement- Sublimit and Aggregate**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The combined total aggregate limit of liability that the **Insurer** shall be liable to pay for all **Loss** arising out of all **Claims** made against all **Insureds** under all insurance covers combined involving both this policy and also policy number [insert policy number] shall be US\$[insert policy limit].

For the avoidance of doubt, the higher amount of any sub-limit specified in the **Schedule** or any endorsement under the same coverage of both this policy and policy number [insert policy number] shall be **Insurer's** maximum aggregate liability under such sub-limit, no matter it is part of or in addition to the Limit of Liability shown in Item 3 of the **Schedule**.

This endorsement shall not be construed so as to increase the Limit of Liability shown in Item 3 of the **Schedule**.

In all other respects this policy remains unaltered.

**菁英三號董監事暨重要職員責任保險-進階版**  
**E106D 共用責任限額附加條款- 附屬及累積責任限額**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限制及除外不保事項有不同規定者外）：

本公司就針對所有被保險人提出之所有賠償請求之所有損失，在本保險單與[填寫保險單號碼]保險單涉及之

所有承保範圍內，所應負之合併累積責任限額為美金 [填寫責任限額]元。

為避免疑義，就本保險單與[填寫保險單號碼]保險單內相同承保範圍而於**保險明細表**或附加條款內載明附屬責任限額者，無論其係包含或外加於**承保明細表**第三項所列之累積責任限額，本公司對該承保範圍所負之累積賠償責任應以金額較高者為上限。

本附加條款不應解釋為提高**承保明細表**第三項所列之累積責任限額。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

#### E232 賠償被保險公司之股東費用附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單擴大承保之**損失**，包括**被保險公司**之股東代表**被保險公司**向任何**被保險人**提出**賠償請求**時，**被保險公司**在法律規定必須負責之情況及限度內，依法院命令必須償付該**被保險公司**之股東因而產生之成本、收費和開支。本擴大承保事項適用附屬責任限額[填入金額]，本附屬責任限額為累積責任限額之一部分。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

#### E210A 接管及併購附加條款(繼續承保)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

儘管本保險單定義第2.33條「交易」及條件第4.5條「接管及併購」另有規定，本公司同意就【填寫公司名稱於填寫日期】取得【填寫公司名稱】之過半數之董事席次控制權後之**錯誤行為**或任何行為不予除外。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英三號董監事暨重要職員責任保險-進階版

#### E210B 接管及併購附加條款(繼續承保)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本公司同意本保險單定義第2.33條「交易」及條件第4.5條「接管及併購」之規定不適用於【填寫日期】【填寫公司名稱】取得【填寫公司名稱】多數董事席次及控制能力之情事。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E234 變更管轄附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 4.10 條保險單解釋之內容完全刪除並以下列規定取代：

#### 4.10 保險單解釋

本保險單應以中華民國法律為準據法。本公司、被保險人或**被保險公司**同意，任何關於本保險單及/或其協商、保險單效力或執行力所生之任何爭議，臺灣臺北地方法院有專屬管轄權。

本附加條款未約定事項悉依本保險單約定辦理。

### Chubb Elite III Preferred Directors & Officers Liability Insurance Policy

#### E229A Civil Fines and Civil Penalties Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy shall extend cover, as **Loss**, civil fines and civil penalties, (including administrative fines and administrative penalties) imposed by law against an **Insured** as a result of a **Claim** or **Investigation**, where permissible and insurable under the applicable laws. Such cover shall apply up to the sub-limit [insert amount].

However, if the civil fines and civil penalties are imposed pursuant to Section 78ff (c) or Section 1 78dd-2(g) (2) of the Foreign Corrupt Practices Act in the United States, such sub-limit is increased to [insert amount].

Aforementioned sub-limits are part of, not in addition to the Limit of Liability shown in Item 3 of the **Schedule**.

In all other respects this policy remains unaltered.

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E232 Indemnity to the Company for Shareholder Costs Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This policy is extended to provide cover, as **Loss**, to the **Company** in the event and to the extent it is legally liable, pursuant to a court order, to indemnify the costs, charges and expenses incurred by a shareholder of the **Company** in pursuing a **Claim** against any **Insured** on behalf of the **Company**. Such cover shall apply up to the sub-limit[insert amount], which is part of the policy limit. In all other respects this policy remains unaltered.

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E210A Takeover and Merger Endorsement (Ongoing Cover)**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Notwithstanding Definition 2.33 "Transaction" and Condition 4.5 "Takeovers and Mergers," the **Insurer** agrees not to exclude **Wrongful Acts** or any conduct committed after the date of 【insert the date insert company name】 acting in concert acquire control of the appointment of the majority of directors of 【insert company name】 .

In all other respects this policy remains unaltered.

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E210B Takeover and Merger Endorsement (Ongoing Cover)**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** agrees that Definition 2.33 "**Transaction**" and Condition 4.5 "**Takeovers and Mergers**," do not apply to the following transaction which 【insert company name】 acquired the majority of shares and exercised significant influence on 【insert company name】 after the date of 【insert the date】

In all other respects this policy remains unaltered.

**Chubb Elite III Preferred Directors & Officers Liability Insurance Policy**  
**E210C Takeover and Merger Endorsement (Ongoing Cover)- Special Agreement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In consideration of the payment of an additional premium of [Insert Amount], notwithstanding Definition 3.55 "Transaction" and Condition 5.7 "Takeovers and Mergers," the **Insurer** agrees not to exclude **Wrongful Acts** or any conduct committed after the date of **Transaction** that [Insert Company] becomes the parent company of [Insert Company]

For the purpose of this endorsement, the company shown in Item 1 of the **Schedule** shall be changed to [Insert Company] effective from [Insert Date]. However, cover under this policy for any **Claim** or **Investigation** in respect of Siliconware Precision Industries Co., Ltd. and/or its **Subsidiaries** shall apply only in respect of **Wrongful Acts** committed after [Insert Date].

In all other respects this Policy remains unaltered.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy**

**一、承保範圍**

**INSURING CLAUSE**

**INA** shall pay on behalf of the **Insured(s)** all **Loss** which they are legally obligated to pay, or which the **Company** is legally required or permitted to pay the **Insured(s)** as advancements or indemnity under applicable company indemnity laws or agreements for any **Claim** against the **Insured(s)** for a **Wrongful Act**, provided the **Claim** is first made against the **Insured(s)** during the **Policy Period** or **Discovery Period** if applicable.

**Extensions**

The following Extensions, which are automatically included in this **Policy**, are subject to all of the terms, conditions, exclusions and limitations of this **Policy**. These Extensions do not increase the Limit of Liability unless **INA** otherwise agrees in writing.

(a) Advancement of **Defense Costs**

**INA** shall pay **Defense Costs** on behalf of the **Insured(s)** on an ongoing basis prior to the final

payment or settlement of any **Claim** PROVIDED THAT:

- (1) such **Defense Costs** are incurred with the prior written consent of INA;
- (2) such advance payments by INA shall be repaid to INA in the event that the **Insured(s)** shall not be entitled to payment of any **Loss** or receipt of any benefit under this **Policy**.

(b) **Investigations**, Inquiries, Prosecutions (Criminal Or Otherwise)

INA shall pay on behalf of the **Insured(s)** on an ongoing basis prior to the final payment or settlement of any **Claim** all reasonable legal fees, costs and expenses incurred in being legally represented at any **Investigation** PROVIDED THAT:

- (1) the **Investigation** involves an allegation that the **Insured(s)** committed a **Wrongful Act**;
- (2) the allegation is first made against the **Insured(s)** during the **Policy Period**;
- (3) such legal fees, costs and expenses are incurred with the prior written consent of INA;
- (4) this Extension does not cover any fines or penalties imposed by law;
- (5) this Extension does not cover wages, salaries or other remuneration of the **Insured(s)** or of any employee of the **Company**;
- (6) such advance payments by INA shall be repaid to INA in the event that the **Insured(s)** shall not be entitled to payment of any **Loss** or receipt of any benefit under this **Policy**.

(c) **Acquisition, Creation, Sale or Dissolution of Subsidiaries**

If during the **Policy Period** the **Company** acquires or creates a **Subsidiary** that:

- (1) increases the **Company** total assets by no greater than 10% based on the **Company** latest annual report; and
- (2) is domiciled outside of the United States of America or Canada,

then the **Insured(s)** of such **Subsidiary** shall be automatically covered by this **Policy** for **Claims** for **Wrongful Acts** committed or alleged to have been committed on or after the effective date of such acquisition or creation, and no notice needs to be given to INA relating to the acquisition or creation of such **Subsidiary** and no additional premium shall be paid relating to this extended cover.

If during the **Policy Period** the **Company** acquires or creates a **Subsidiary** that increases the **Company** assets by more than 10%, or is domiciled in the United States of America or Canada, and written notice of such acquisition or creation is given to INA as soon as practicable, and the **Company** agrees to pay any additional premium required and agrees to any amendments to the **Policy** required by INA relating to such **Subsidiary**, then the **Insured(s)** of such **Subsidiary** shall be covered by this **Policy** for **Claims** for **Wrongful Acts** committed or alleged to have been committed on or after the effective date of such acquisition or creation.

If during the **Policy Period** the **Company** acquires or creates a **Subsidiary**, and if the **Insured(s)** require cover for **Wrongful Acts** committed or alleged to have been committed prior to the effective date of such acquisition or creation, INA may at its discretion, and subject to the payment of an appropriate additional premium, agree to provide such cover after presentation and consideration of a complete proposal and all necessary information.

If the **Company** effects a sale or dissolution of a **Subsidiary**, cover under this **Policy** shall apply to any person who was an **Insured(s)** of that **Subsidiary** prior to the sale or dissolution PROVIDED THAT cover shall only apply for or in respect of **Claims** for **Wrongful Acts** committed or alleged to have been committed prior to the effective date of sale or dissolution.

(d) **Outside Directorships**

The cover afforded under this **Policy** is extended to **Insured(s)** who was, is or may become, at the specific request of the **Company**, a director, supervisor or officer of an **Outside Organization** listed in the Schedule to this **Policy** and any **Outside Directorship** in **Non-Profit Organization**.

Cover for any other **Outside Directorship** is subject to:

- (1) receipt of information which required by INA;
- (2) acceptance by INA in writing of each **Outside Directorship**.

If during the **Policy Period** the **Insured(s)** ceases to hold an **Outside Directorship** the cover provided by this **Policy** for such **Outside Directorship** shall continue, PROVIDED THAT the **Claim** for **Loss** arises from a **Wrongful Act** which occurred prior to the **Outside Directorship** ceasing.

The cover provided by this **Policy** for **Outside Directorships** does not extend to cover:

- (1) any **Outside Organization** in which the **Outside Directorship** is held or any other director, supervisors, officer or employee of such **Outside Organization**;
- (2) any **Claim** made against the **Insured(s)** by the **Outside Organization**, or any of its directors, supervisors, officers or employee;
- (3) **Loss** with respect to which cover is available pursuant to any underlying insurance policy carried by the **Outside Organization**.

(e) **Bilateral Discovery Period**

If INA or the **Insured(s)** refuses to renew this **Policy**, the **Insured(s)** may extend the cover under this

Policy for a period of 60 days free or upon payment of an additional 75% of the full annual premium to extend the cover under this **Policy** for a period of 12 Months which shall run from the date this **Policy** expires, for any **Claim** first made against the **Insured(s)** during the **Discovery Period** and notified in writing to INA during the **Discovery Period**, but only in respect of **Wrongful Acts** committed or alleged to have been committed before the date of expiration of the **Policy Period**. The right of the **Insured(s)** to exercise the **Discovery Period** must be by notice to INA in writing within 30 days of expiration of the **Policy Period**.

(f) Continuous Cover

Notwithstanding Exclusions 4(b), (c) and (d), and in the absence of fraudulent non-disclosure, this **Policy** extends to cover the **Insured(s)** for any **Claim**, and for any **wrongful Act** which may give rise to a **Claim**, which should or could have been notified to INA under any other preceding directors and officers liability insurance policy issued by INA and which is notified during the **Policy Period**, PROVIDED THAT:

- (1) INA has been the insurer pursuant to any other preceding directors and officers liability insurance policy continuously between the date when such notification should have been given and the date when notification was in fact given;
- (2) the terms, conditions and limits of this **Policy** shall not apply to this Extension, which shall be subject to the terms, conditions and limits of the preceding INA directors and officers liability insurance policy which applied at the date on which such notification should have been given.

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**Exclusions**

INA shall not be liable to make any payment for **Loss** based on, arising from or attributable to:

- (a) (1) fraudulent, dishonest or criminal acts of the **Insured(s)** if such acts are found by any Court to be fraudulent, dishonest or criminal;
- (2) any personal profit or advantage gained by the **Insured(s)** to which such **Insured(s)** was not legally entitled, as found by any Court.

For the purpose of determining the applicability of the exclusion (a) contained in this **Policy** no conduct of, fact pertaining to or knowledge possessed by any **Insured(s)** shall be imputed to any other **Insured(s)** to determine if cover is available.

- (b) any litigation or other proceedings begun before the prior and pending litigation date shown in Item 6. of the Schedule of this **Policy**.
- (c) any fact, circumstance, act, omission or claim of which notice has been given under any policy existing or expired before or on the inception date of this Policy.
- (d) any fact, circumstance, act or omission which may give rise to a claim and of which the **Company** or the **Insured(s)** are aware prior to the inception of this **Policy**.
- (e) any **Claim** brought by or on behalf of the **Insured(s)** or the **Company** other than any **Claim**:
  - (1) arising from an Employment Practice Liability;
  - (2) instigated by a shareholder or group of shareholders of the **Company** in the name of the **Company** without the participation, solicitation or assistance of any **Insured(s)** or the **Company**;
  - (3) instigated by the supervisors of the **Company** in the name of the **Company** or for the benefit of shareholder or group of shareholders of the **Company** without the participation, solicitation or assistance of any other **Insured(s)** or the **Company**;
  - (4) instigated by a receiver, a liquidator, a trustee or administrator of any occupational pension scheme or employment benefit programme, without the participation, solicitation, or assistance of the **Insured(s)** or the **Company**;
- (f) any **Claim** brought against any person acting in the capacity:
  - (1) as trustee or administrator of any occupational pension scheme or employment benefit programme; or
  - (2) as external auditor.
- (g) (1) any injury, damage, expense, cost, loss, liability or legal obligation in any way related to pollution however caused including shareholder or derivative **Claims** arising from or attributable to such pollution. Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance, if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including ground water; or
- (2) the hazardous properties of nuclear or radioactive material.
- (h) any **Claim** for:
  - (1) bodily injury, sickness, disease, death or emotional distress of any person, provided however that any **Claim** for emotional distress shall not be excluded with respect to any actual or alleged

**Employment Practice Liability**; or

(2) damage to or destruction of any tangible property including loss of use of such property.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C8. Amended Definition of "Wrongful Act" to include Libel, Slander and Defamation**

It is hereby agreed that Definitions (q) "**Wrongful Act**" is amended to include actual or alleged libel, slander or defamation of the **Insured(s)** while acting in the capacity as the directors or officers of the **Company** or any **Outside Organization** to which the **Outside Directorship** Extension applies. All other terms and conditions of this policy remain unchanged.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C18A. Acquisition, Creation, Sale Or Dissolution Of Subsidiaries (Amended)**

It is hereby understood and agreed that 3. Extensions (c) is deleted and replaced by the following:

If during the **Policy Period** the **Company** acquires or creates a **Subsidiary** that:

(1) increases the **Company** total assets by no greater than [insert percentage] based on the **Company** latest annual report; and

(2) does not have a listing of any of its securities on any exchange or market in the United States of America or Canada,

then the **Insured(s)** of such **Subsidiary** shall be automatically covered by this **Policy** for **Claims** for **Wrongful Acts** committed or alleged to have been committed on or after the effective date of such acquisition or creation, and no notice needs to be given to INA relating to the acquisition or creation of such **Subsidiary** and no additional premium shall be paid relating to this extended cover.

If during the **Policy Period** the **Company** acquires or creates a **Subsidiary** that increases the **Company** assets by more than [insert percentage], or has a listing of any of its securities on any exchange or market in the United States of America or Canada, and written notice of such acquisition or creation is given to INA as soon as practicable, and the **Company** agrees to pay any additional premium required and agrees to any amendments to the **Policy** required by INA relating to such **Subsidiary**, then the **Insured(s)** of such **Subsidiary** shall be covered by this **Policy** for **Claims** for **Wrongful Acts** committed or alleged to have been committed on or after the effective date of such acquisition or creation.

If during the **Policy Period** the **Company** acquires or creates a **Subsidiary**, and if the **Insured(s)** require cover for **Claims** for **Wrongful Acts** committed or alleged to have been committed prior to the effective date of such acquisition or creation, INA may at its discretion, and subject to the payment of an appropriate additional premium, agree to provide such cover after presentation and consideration of a complete proposal and all necessary information.

If the **Company** effects a sale or dissolution of a **Subsidiary**, cover under this **Policy** shall apply to any person who was an **Insured(s)** of that **Subsidiary** prior to the sale or dissolution PROVIDED THAT cover shall only apply for or in respect of **Claims** for **Wrongful Acts** committed or alleged to have been committed prior to the effective date of sale or dissolution.

All other terms and conditions of this policy remain unchanged.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C26A. Bankruptcy/Insolvency/Creditors Exclusion**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is hereby understood and agreed that INA shall not be liable to make any payment under the policy in connection with any **Claim** or **Investigation** based on, arising from or attributable to:

- (1) the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise) of the **Company**; or
- (2) any **Wrongful Act** which have led to or caused, directly or indirectly, wholly or in part the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise) of the **Company**; or
- (3) or brought by the creditor, receiver, liquidator, the trustee in bankruptcy or other external administrator of the **Company** or **Outside Organization** or **Non-Profit Organization**.

In all other respects this policy remains unaltered.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C28. Cancellation/Termination Clause**

It is hereby understood and agreed that this **Policy** is non-cancelable by INA except for non-payment of premium within [insert days]. If the **Policy** is terminated by the **Insured(s)**, the **Insured(s)** agrees to pay the premium stated on the Schedule page and the premium will be deemed to be full-earned by INA.

All other terms and conditions of this policy remain unchanged.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C33. Critical Occurrence Endorsement**

It is understood and agreed that, subject to all terms, conditions and limitations of the **Policy** (the **Policy** and of this endorsement) and subject to the **Critical Occurrence** Limit of Liability that:

Additional Insuring Clause

The cover provided by the **Policy** is extended to pay on behalf of the **Company** all **Critical Occurrence Loss** incurred by the **Company** arising from a **Critical Occurrence** which first commences during the **Policy Period**.

Definitions

For the purposes of this endorsement only, the following definitions shall apply:

**"Critical Occurrence"** means:

- (1) Any hostile or unsolicited takeover bid or offer by any person or entity other than by or on behalf of any **Insured(s)**, whether made publicly or privately to any director or officer of the **Company**, to effect a consolidation or merger with, a takeover by or a sale by the **Company** of all or substantially all of its assets to, any other entity, person or group of entities or persons;
- (2) Any of the following events which, in the reasonable opinion of the Chief Financial Officer of the **Company**, caused or was reasonably likely to cause a Material Alteration in the Company Share Price:
  - (a) the public announcement that the **Company** has defaulted or intends to default on its debts;
  - (b) the public announcement that the **Company** has engaged or intends to engage in a restructuring of its debts;
  - (c) the public announcement that the **Company** has deferred payment of or has resolved not to pay, or intends to defer the payment of or to resolve not to pay, a scheduled dividend;
  - (d) the public announcement of employee redundancies or the permanent reduction of staff;
  - (e) the public announcement of the death, resignation, termination or dismissal of one or more of the senior management of the **Company**;
  - (f) the public announcement that either the **Company** or a third party has applied or intends to apply for the winding up of the **Company**;
  - (g) the public announcement that litigation, or regulatory or governmental proceedings, against the **Company** have been commenced or threatened;
  - (h) the public announcement of the loss of:
    - (i) a major client or customer of the **Company**;
    - (ii) a major contract to which the **Company** was a party;
    - (iii) the rights which the **Company** has to any trade mark, copyright or patent; which the **Company** had not anticipated;
  - (i) the public announcement that the **Company** has or it alleged to have caused bodily injury, sickness, disease, death or emotional distress to persons, or damage to or destruction of tangible property, including loss of use of such property, which has resulted in or has the potential to result in the commencement of a class or representative action against the **Company**;
  - (j) the public announcement of the **Company** actual or projected income or turnover for a particular period which is materially less favourable than either:
    - (i) the **Company** income or turnover for the corresponding period in the previous year;
    - (ii) the **Company** previous public announcements or projections regarding income or turnover for such period;
    - (iii) any estimate of the **Company** income or turnover published by any stockbroker, fund manager, investment adviser or other securities analyst who is not employed, engaged or retained by the **Company**;
  - (k) the public announcement of the recall of a major product of the **Company** or the delay in the production of a major product of the **Company** which the **Company** had not anticipated;
  - (l) the public announcement of a revision of the **Company** financial statements as previously filed with the appropriate authority;
  - (m) the public announcement that the **Company** has written off or intends to write off 20% or more its assets.

**"Critical Occurrence Loss"** means any amounts reasonably and necessarily incurred during the



period of a

**Critical Occurrence** or in anticipation of and within 90 days prior to a **Critical Occurrence** first commencing and irrespective of whether or not a claim is ever made against any **Insured(s)** arising from a

**Critical Occurrence** and, in circumstances where a claim is made, irrespective of whether the amount is

incurred prior to or subsequent to any claim being made, with respect to:

- (i) the fees and expenses of a **Critical Occurrence Manager** in providing **Critical Occurrence Manager's Assistance** for the **Company** in connection with a **Critical Occurrence**;
- (ii) travel by any **Insured(s)** or agents of the **Company** in connection with a **Critical Occurrence**;
- (iii) advertising, printing or postage in connection with a **Critical Occurrence**;

"**Critical Occurrence Manager**" means any crisis manager, public relations consultant, lawyer, accountant, stockbroker, investment adviser or other person or entity retained by the **Company** in connection with a **Critical Occurrence** to provide **Critical Occurrence Managers' Assistance**;

"**Critical Occurrence Managers' Assistance**" means all advice and/or services provided to the **Company** by a **Critical Occurrence Manager** for the purpose of avoiding or reducing any actual or potential adverse effect or result for the **Company** arising from a **Critical Occurrence**;

"**Material Alteration in the Company Share Price**" means a fall in the **Company's** share price within any 48 hour period by at least 10% net of the change in the share index in any country(ies) in which the **Company's** shares are listed.

The term "**Critical Occurrence**" shall not include:

- (1) Any litigation or other proceedings begun before the inception date of this **Policy**;
- (2) Any fact, circumstance, act, omission or claim of which notice has been given under any policy existing or expired before or on the inception date of this **Policy**;
- (3) Any fact, circumstance, act or omission which may give rise to a claim and of which the **Insured(s)** are aware prior to the inception of this **Policy**;
- (4) Any injury, damage, expense, cost, loss, liability or legal obligation in any way related to pollution however caused including shareholder or derivative **Claims** arising from or attributable to such pollution. Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance, if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including ground water; and
- (5) The hazardous properties of nuclear or radioactive material.

#### **Exclusions**

For the purposes of this endorsement only, Exclusions (g) and (h) are deleted.

#### **Conditions**

For the purposes of this endorsement only, the following Conditions apply:

- (a) INA total aggregate limit of liability for all **Critical Occurrence Loss** arising from a **Critical Occurrence** covered by this endorsement is expressly subject to a sub-limit of US\$[insert amount] ("the **Critical Occurrence** Limit of Liability"), which is in addition to the total aggregate Limit of Liability shown in Item 3 of the Schedule.
- (b) The **Company** shall not be required to pay any **Deductible** for any **Critical Occurrence Loss** covered by this endorsement.
- (c) The **Company** shall not be required to obtain the prior written approval of INA before incurring any **Critical Occurrence Loss**.
- (d) The **Company** shall give written notice to INA within 30 days of a **Critical Occurrence** first commencing;
- (e) A **Critical Occurrence** shall first commence when any director or executive officer of the **Company** shall first become aware of the **Critical Occurrence**, and shall end when the **Critical Occurrence** Limit of Liability has been exhausted or when the **Critical Occurrence Manager** so advises, whichever is the first to occur.

All other terms and conditions of this policy remain unchanged.

### **Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy C40. Deductible Waiver Clause**

It is hereby agreed that the **Deductible** shall not apply to **Defense Costs**, if a final judgment of no liability is obtained prior or after a trial in favor of all **Insured(s)** and/or the **Company** or a dismissal or a stipulation to dismiss the claim without prejudice and without payment of any consideration by any **Insured(s)** and/or the **Company**.

However, this endorsement doesn't apply to any **Claim** brought by or related to Securities and Futures Investors Protection Center.

All other terms and conditions of this policy remain unchanged.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy C44A. Entity Cover for Security Claims (excluding USA/Canada)

It is hereby understood and agreed that subject to all terms, conditions and limitations of this policy and of this endorsement, that:

#### Additional Insuring Agreement

INA shall pay on behalf of the **Company** all **Loss** which it is legally obligated to pay for any **Securities Claim** against the **Insured(s)** and/or the **Company**, provided the **Securities Claim** is first made against the **Insured(s)** and/or the **Company** during the **Policy Period**.

#### Extensions

##### (a) Advancement of **Defense Costs**

INA shall pay **Defense Costs** on behalf of the **Company** on an ongoing basis prior to the final payment or settlement of any **Securities Claim** PROVIDED THAT:

- (1) such **Defense Costs** are incurred with the prior written consent of INA;
- (2) such advance payments by INA shall be repaid to INA in the event that the **Company** shall not be entitled to payment of any **Loss** or receipt of any benefit under this **Policy**.

#### Definitions

For the purposes of this endorsement only, Definitions 2(c) and (q) of the **Policy** are deleted and replaced by the following:

(c) "**Deductible**" means the amount shown in Condition (b) of this endorsement.

(q) "**Wrongful Act**" shall also mean, but only in respect of the **Company** in the event of a **Securities Claim**,

any actual or alleged act, error, omission, breach of duty, misstatement or misleading statement by the **Company**.

For the purposes of this endorsement only the following additional definition applies:

(g) "**Insured(s)**" shall also include the **Company** but only for **Securities Claim**

(r) "**Securities Claim**" shall mean a **Claim** made against the **Insured(s)** and/or the **Company** which alleges a violation of the securities laws, rules or regulation of any territory where applicable, which alleges a **Wrongful Act** in connection with the claimant's purchase or sale of, or an offer to purchase or sell to the claimant, any securities of the **Company**, whether on the open market or arising from a public or private offering.

Prior to the final judgment or settlement of a **Securities Claim**, if the **Insured(s)** are removed from the **Securities Claim**, by reason of a motion to dismiss or otherwise, INA shall continue to pay on behalf of the **Company** all **Loss** arising out of the **Securities Claim**.

#### Exclusions

For the purposes of this endorsement only, the following Exclusions are added to the Policy:

claims alleging, arising out of, based upon or attributable to a criminal or administrative proceeding against the **Company**;

claims alleging, arising out of or attributable to the **Company** paying an inadequate or unfair price or consideration for the purchase of its own securities or the securities of a **Subsidiary**.

claims alleging, arising out of or attributable to any litigation or other proceeding begun before the date specified in the Item 6. of the Schedule.

#### Conditions

For the purposes of this endorsement only, the following Conditions apply:

(a) INA's total aggregate limit of liability for all claims made against the **Company** arising from a **Securities Claim** covered by this endorsement is part of and not in addition to the total aggregate Limit of Liability shown in Item 3 of the Schedule.

(b) INA shall only pay for that amount of any **Loss** in respect of cover provided by this endorsement which exceeds the **Deductible** of Item 4 in the Schedule for each and every **Claim**, which is to be borne by the **Company** and is uninsured. For avoidance of doubt, **Deductible of US\$[insert amount]** is applicable for **Securities Claim** brought by or related to Securities and Futures Investors Protection Center.

(c) Territory Covered

This endorsement does not apply to any **Wrongful Act** committed or allegedly committed or any **Claim** made, in the USA or Canada or their territories or protectorates.

It is hereby understood and agreed that the coverage afforded under this endorsement shall not cover **Wrongful Act** committed (or alleged to have been committed) before RETROACTIVE DATE.

Policy Retroactive Date: Fully Retrospective  
All other terms and conditions of this policy remain unchanged.

## Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C45. Entity Cover for Employment Practices Liability**

It is hereby understood and agreed that subject to all terms, conditions and limitations of this policy and of this endorsement, that:

### **Additional Insuring Clause**

The cover provided by the Policy is extended to pay on behalf of the **Company** all **Loss** which it is legally obligated to pay for any **Claim** against the **Company** for an **Employment Practice Liability**, provided the **Claim** is first made against the **Company** during the **Policy Period**.

### **Definitions**

For the purposes of this endorsement only Definitions 2(c), (i) and (q) of the Policy are deleted and replaced by the following:

- (c) "**Deductible**" means the amount shown in Condition of this endorsement.
- (i) "**Loss**" means any damages, judgments, settlements and **Defense Costs**. **Loss** shall not include:
- (1) fines or penalties imposed by law;
  - (2) punitive or exemplary damages (except if awarded for libel or slander);
  - (3) any matter deemed uninsurable under the law;
  - (4) any obligation pursuant to any law or any regulation in any jurisdiction in respect of redundancy or unemployment benefits or compensation, unemployment insurance, workers compensation, disability benefits, retirement benefits, social security benefits or any other similar law or regulation;
  - (5) future damages, future economic relief or future loss;
  - (6) any employment-related benefits (other than back pay) to which the Claimant would have been entitled as an employee had the **Company** provided the Claimant with continuity, reinstatement or commencement of employment.
- (q) "**Wrongful Act**" means any actual or alleged **Employment Practice Liability**.
- For the purposes of this endorsement only the following additional definition applies:
- (r) "**Insured(s)**" means the **Company**.

### **Exclusions**

For the purposes of this endorsement only the following Exclusions are added to the Policy:

- (i) any liability assumed by the **Company** under an express employment contract or agreement unless the **Company** would have had such liability even in the absence of such contract or agreement;
- (j) any Investigation or any other administrative or disciplinary proceeding against the **Company**.

### **Conditions**

For the purposes of this endorsement only the following Conditions apply:

INA's total aggregate limit of liability for all claims made against the **Company** arising from an **Employment Practice Liability** covered by this endorsement is expressly subject to a sub-limit **US\$[insert amount]** which is part of and not in addition to the total aggregate Limit of Liability shown in Item 3 of the Schedule.

INA shall only pay for that amount of any **Loss** in respect of cover provided by this endorsement which exceeds the **Deductible** shown in the item 4 of the Schedule for each and every **Claim**, which is to be borne by the **Company** and is uninsured.

It is hereby understood and agreed that the coverage afforded under this endorsement shall not cover **Wrongful Act** committed (or alleged to have been committed) before RETROACTIVE DATE.

Policy Retroactive Date: Fully Retrospective

All other terms and conditions of this policy remain unchanged.

#### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C47. ERISA/SEC 16(b) Exclusion**

It is hereby understood and agreed that INA shall not be liable to make any payment for **Loss**:

1. based on arising from whether directly or indirectly in consequence of, or attributable to, or in any way involving, any actual or alleged violation of any of the provisions of the Employee Retirement Income Security Act 1974 (USA) or any amendment or re-enactment thereof.
2. arising from or attributed to or in any way involving an accounting of profits made in fact from the purchase or sale by the **Company** or the **Insured(s)** of the securities of the **Company** within the meaning of 16(b) of the Securities Exchange Act of 1934 or any Federal or Provincial Law similar to the foregoing, including amendment thereto.

All other terms and conditions of this policy remain unchanged.

#### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C54. Future Offering Endorsement**

It is hereby understood and agreed that INA will automatically cover any new fund raised outside USA/Canada in the **Policy Period** without additional premium.

However, this endorsement shall not apply to the followings:

- (1) Any Initial Public Offering of any share capital of the **Company** and/or its **Subsidiaries**; or
- (2) Any fund raised in USA/Canada

In the event of above mentioned (1) & (2), INA may consider to extend to cover the exposure in writing subject to receipt of the following information within 30 days prior to the date of Initial Public Offering and/or fund raised prospectus:

- (a) a written declaration, signed and dated by the Chairman or Chief Executive, stating that such offering is not in contravention of the Articles of Association, Constitution, laws or byelaws of the company or all laws, rules and regulations applicable to such offering, and that after enquiry to the best of his knowledge and belief he is not aware of any circumstances which could give rise to a **Claim** against the **Insured(s)**.
- (b) a copy of all filings and/or documents which have been or are to be presented to any relevant authority and/or the existing and/or prospective shareholders or stockholders of the **Company**.
- (c) such additional premium, if any, together with agreement to any revised terms, conditions and/or exceptions as may be required by INA.

All other terms and conditions of this policy remain unchanged.

#### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C57. Fully Retrospective Cover**

It is hereby understood and agreed that the coverage afforded under the **Policy** is fully retrospective and shall cover **Wrongful Act** committed (or alleged to have been committed) irrespective of when such act was committed (or alleged to have been committed).

All other terms and conditions of this policy remain unchanged.

#### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C68-1. Insured vs. Insured Exclusion Amendment**

It is hereby understood and agreed that Exclusion 4(e) is deleted and replaced by the following:  
4 Exclusions

(e) any claim brought or maintained by or on behalf of any **Insured** or the **Company**, except:

- (i) a **Claim** outside the United States of America
  - (1) by an **Insured**; or
  - (2) by the **Company** if, prior to making a **Claim**, a written opinion has been obtained by the **Company** from a lawyer approved by INA, advising that the **Company** on the balance of probabilities will obtain a judgment against the Insured in respect of such **Claim**; or

- (ii) a **Claim** alleging an Employment Related Wrongful Act; or
- (iii) any shareholder derivative action brought or maintained on behalf of the **Company** without the solicitation or participation of an **Insured** or the **Company**; or
- (iv) any **Claim** for contribution or indemnity if such **Claim** directly results from another **Claim** otherwise covered under this **Policy**; or
- (v) any **Claim** brought or maintained by a liquidator, receiver or administrative receiver, or similar person under the laws of any other jurisdiction; or
- (vi) **Defence Costs**; or
- (vii) any **Claim** made by a past director, officer or employee of the **Company**; or
- (viii) any **Claim** made by an **Insured** in their capacity as member or beneficiary of any pension, retirement or provident benefit fund established for the benefit of any **Insured** or employee of the **Company**

All other terms and conditions of this policy remain unchanged.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C88. Outside Directorship Extension (Double Excess)**

It is hereby understood and agreed that 2. Definitions (l) is deleted and replaced by the following: **"Outside Organization"** shall mean any **Non-Profit Organization** or any company domiciled outside the United States of America or Canada and has no listing in the United States of America or Canada which is not a **Subsidiary**, and is a company in which the **Company** owns on or before or after the inception of the **Policy** 10 percent but less than or equal to 50 percent of the issued and outstanding voting shares either directly or indirectly through one or more of its **Subsidiaries**. **Outside Organization** shall also include any company listed in the List of **Outside Organizations**, below.

It is also understood and agreed that 3. Extension (d) is deleted and replaced by the following: The cover as is afforded under this **Policy** is extended to **Insured(s)** who were now are or shall be, at the specific request of the **Company**, a director or officer of any **Outside Organization** for any alleged **Wrongful Acts**, in their respective capacities as directors or officers of such company.

The cover as afforded by virtue of this endorsement shall be specifically excess of any insurance in force in respect of any **Outside Organization** and any indemnification provided by such **Outside Organization**. If the said other insurance in force in respect of any **Outside Organization** is provided by the Chubb Group of Insurance Companies, then the total aggregate liability for all **Loss** covered by virtue of this endorsement shall be reduced by the limit of liability (as shown in the Schedule page) of said other insurance provided to such **Outside Organization**.

Furthermore, cover as is afforded by virtue of this endorsement shall not apply in respect of any **Claim** made against the **Insured(s)** which is brought by any **Outside Organization** or by any director or officer of any **Outside Organization** or any shareholder of any **Outside Organization** holding more than 15% of the issued and outstanding voting share capital of the **Outside Organization**.

List of **Outside Organizations**:

[insert Outside Organizations]

All other terms and conditions of this policy remain unchanged.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C97. Pension Trustee Liability Extension**

It is hereby understood and agreed that 2. Definitions (g) **Insured(s)** is amended to include a trustee or administrator of any occupational pension scheme or employment benefit programme

2.(g)(6) is hereby deleted.

4.(e) is amended by adding the following:

- s) arising from the administration of any occupational pension scheme or employment benefit programme

4.(f)(1) is hereby deleted.

All other terms and conditions of this policy remain unchanged.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C98. Percentage Shareholder Exclusion**

It is hereby understood and agreed that INA shall not be liable to make any payment for **Loss** based on, arising from or, attributable to any **Claim** brought by, or on behalf of, whether directly or derivatively any individual or entity who own or control [insert percentage] or more of the issued and outstanding share capital, equity or loan stock of the **Company**.

All other terms and conditions of this policy remain unchanged.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy **C100. Pollution Derivative Actions Extension**

It is hereby understood and agreed that Exclusion 4(g) (1) of this **Policy** shall not apply to any **Claim** made against the Insured(s) by any shareholder of the **Company** whether directly or derivatively, alleging damage to the **Company** or its shareholders. Notwithstanding the above however, there shall be no payment made under this **Policy** where, on or before the effective date of this endorsement, the **Company**, any **Insured(s)** of the **Company** with managerial responsibility over environmental affairs, control or compliance, knew or could have reasonably foreseen that there existed any situation circumstance or **Wrongful Act** which could have given rise to a **Claim** against the **Company** or any **Insured(s)**.

All other terms and conditions of this policy remain unchanged.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy**  
**C100-1. Pollution Defense Costs Extension**

It is hereby understood and agreed that Exclusion 4(g) (1) of this **Policy** shall not apply to **Defense Costs** for a **Claim** brought outside the United States of America based on or arising from or attributable to Pollution up to the sub-limit of **US\$[insert amount]** which shall apply in the aggregate for the Policy Period (such limit shall be part of and not in addition to the total aggregate Limit of Liability shown in Item 3 of the Schedule.).

All other terms and conditions of this policy remain unchanged.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy**  
**C101. Professional Services Exclusion**

It is hereby understood and agreed that INA shall not be liable to make any payment for **Loss** based on arising from or attributable to the **Insured(s)**'s and/or the **Company**'s performance of professional services for others for a fee or any act, error or omission relating thereto.

All other terms and conditions of this policy remain unchanged.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy**  
**C110. Patent/Copyright Exclusion**

It is hereby understood and agreed that INA shall not be liable to make any payment for **Loss** in connection with any **Claims** made against the **Insured(s)** alleging arising out of, based upon or attributable to any actual or alleged plagiarism or infringement of copyright, trademark or patent.

All other terms and conditions of this policy remain unchanged.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy**  
**C162. Products Liability and Product Efficacy Exclusion**

In consideration of the premium charged, it is hereby understood and agreed that INA shall not be liable to make any payment for

1. **Claim** directly or derivatively resulting from the failure or effects of any **Company** product.
2. **Loss** based on, arising from, attributable to or in consequence of advice and/or representations as to the efficacy, suitability, characteristics, performance or specifications of the **Company**'s or **Outside Organization**'s products and/or services.

All other terms and conditions of this policy remain unchanged.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy**  
**C166. Asbestos Exclusion**

It is hereby understood and agreed that INA shall not be liable to make any payment for **Loss** in connection with any **Claims** made against the **Insured(s)** alleging directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

All other terms and conditions of this policy remain unchanged.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy**  
**C180. Juristic Person Extension**

It is hereby understood and agreed that for the purpose of this policy, Section 2. Definitions (g), "**Insured**", is amended to include:

Juristic Person whom, according to Article 27 of Taiwan, R.O.C. Corporate Law (as amended), is elected as a director or supervisor of the **Company** and/ or the **Outside Organization** if applicable, and designates a natural person as its proxy to exercise, on the Juristic Person's behalf, the duty of director or supervisor in the **Company** and/ or the **Outside Organization** if applicable.

In all other respects, the Policy remains unchanged.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy**  
**C197. Defense Costs for Criminal Proceeding with Sub-limit**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):  
INA's total aggregate limit of liability for **Defense Costs** of any criminal proceeding is expressly subject to a sub-limit of **US\$[insert amount]**, which forms part of the total aggregate Limit of Indemnity shown in Item 3 of the Schedule.  
However, INA's total aggregate limit of liability for **Defense Costs** of any criminal proceeding made against an **Insured** shall be the amount specified in Item 3 of the Schedule only in the event that the **Company** fails to advance or indemnify where such failure is due solely to the insolvency of the **Company**.  
In all other terms and conditions of this policy remain unchanged

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy  
C222. Sanction Clause**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):  
Whenever any payment provided by this policy would be in violation of the United Nations Resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, the Republic of China or United States of America, INA in no event shall make such payment.  
In all other respects this policy remains unaltered.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy  
C223. Deletion of Discovery Period**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):  
It is understood and agreed that 3(e) Bilateral **Discovery Period** is deleted in its entirety and of no further effect.  
In all other respects this policy remains unaltered.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy  
C224. Amendment of Insured(s) (including reorganizer or reorganization supervisor)**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):  
Definitions 2(g) "**Insured(s)**" is deleted in its entirety and replaced with the following:  
2(g) "**Insured(s)**" means all natural persons who were, now are or shall be directors, supervisors, officers, company secretaries or employees of the **Company**.  
The term **Insured(s)** shall also include:  
(1) the lawful spouses of all directors, supervisors, officers, company secretaries or employees of the **Company**;  
(2) the estates, heirs or legal representatives of deceased persons who were directors, supervisors, officers, company secretaries or employees of the **Company** at the time of the **Wrongful Act** upon which the Claim is based;  
(3) the legal representatives of directors, supervisors, officers, company secretaries or employees of the **Company** in the event of incompetency, insolvency or bankruptcy;  
(4) a reorganizer or reorganization supervisor of the **Company**;  
The term **Insured(s)** shall not include:  
(5) a receiver and a liquidator;  
(6) an external auditor;  
(7) a trustee or administrator of any occupational pension scheme or employment benefit programme, or any employee(s) of such person(s).  
In all other respects this policy remains unaltered.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy  
C225. Premium Payment Warranty**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):  
IT IS WARRANTED by the **Company** that all premiums due to INA under this **Policy** are paid to INA within [insert days] from inception of this **Policy**.  
In the event that such premium is not received by that date, then this **Policy** shall automatically become void as if it had never been issued.  
In all other respects this policy remains unaltered.

**Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy**

### C226. Tie In Limits Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The combined total aggregate limit of liability that INA shall be liable to pay for all **Loss** arising out of all **Claims** made against all **Insureds** under all insurance covers combined involving both this **Policy** and also policy number **[insert policy number]** shall be **US\$[insert policy limit]**.

This endorsement shall not be construed so as to increase the Limit of Liability shown in Item 3 of the Schedule.

In all other respects this policy remains unaltered.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy

#### C227. Presumptive Indemnification Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

In the event and to the extent the **Company** is permitted or legally obligated to pay an **Insured** by way of indemnification as a result of any **Claim**, or is not prevented by law from indemnifying an **Insured** as a result of any **Claim**, the **Deductible** shall be paid by the **Company**. If the **Company** fails or refuses to indemnify an **Insured** other than for **Non-Indemnifiable Loss** then subject to all other terms and conditions of this **Policy** INA shall only pay the **Loss** resulting from such **Claim** in excess of the amount of the **Deductible**.

"**Non-Indemnifiable Loss**" means **Loss** where a **Company** is unable to indemnify an **Insured** due to:

- (1) prohibition by applicable laws; or
- (2) prohibition in the Articles of Association, charter, by-laws, contract or similar documents of such **Company**; or
- (3) insolvency under the laws of the Republic of China or the law of any other jurisdiction.

In all other respects this policy remains unaltered.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy

#### C228. Amendment of Subsidiary (Exclude Specific Entity)

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Notwithstanding 2. Definition (p) "**Subsidiary**", cover under the **Policy** shall not apply to [insert company names].

In all other respects this **Policy** remains unaltered.

### Chubb Directors and Officers and Company Reimbursement Elite Insurance Policy

#### C77. Prior Acts Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

This **Policy** only provides cover for **Loss** arising from any **Wrongful Act** or conduct occurring after **[insert date]** and prior to the end of the **Policy Period** and otherwise covered by this **Policy**.

In all other respects this policy remains unaltered.

### 員工誠實保證保險

#### 承保範圍：

被保險人於約定之「追溯日」後至保險期間內，因被保證員工單獨或共謀之不誠實行為，導致下述損失發生者，經被保險人於保險期間內發現並依本保險契約之約定向本公司提出賠償請求，本公司就超過自負額部分之損失，於約定之保險金額限額內，對被保險人負理賠之責：

- 一、被保險人所有財產之損失。
- 二、被保險人因受託保管財產之損失而依法應負擔之賠償責任。

#### 除外責任：

本公司對於下列損失，不負賠償責任：

- 一、被保險人故意行為所致之損失。
- 二、被保證員工過失所致之損失。
- 三、因董監事單獨或與其被保證員工共謀之不誠實行為所致之損失。
- 四、被保證員工向被保險人所為之消費、使用或借貸所致之損失。
- 五、被保險人盤點財產不符之損失；但確係由被保證員工之不誠實行為所致者不在此限。
- 六、保險期間內未發現之損失及保險契約所載「追溯日」前發生之損失。
- 七、被保險人經發現任一被保證員工有不誠實行為，仍繼續交託該員工經管財產，因此所增加之任何損失。
- 八、金融保險業因信用審核或放款融資相關之業務所致之任何損失。



- 九、被保證員工因違反電腦處理個人資料保護法所致之任何損失。  
 十、因保險事故發生所致之利息、股利及其他附帶損失（Consequential Loss）。  
 十一、被保險人違反第七條內部監督之執行所致之損失。

**員工誠實保證保險  
共保附加條款**

**承保範圍**

茲經雙方同意當提及本公司時，視為指下列保險人。但其各自僅以下述承保比例為限負其責任。每一保險人僅負個別責任而非共同連帶責任，所負責任僅限於各自承擔之比例。若有一保險人未履行其全部或部分義務時，不論其理由為何，其他保險人對該保險人承保之比例不負責任。首席保險人（下列第一位保險人）業經其他保險人授權，代表其簽署本保險單與附加條款。

共同保險人：[填入保險人名稱]

承保比例： [填入百分比] %

保險單號碼：[填入保險單號碼]

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 簽署/日期/公司章

共同保險人：[填入保險人名稱]

承保比例： [填入百分比] %

保險單號碼： [填入保險單號碼]

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 簽署/日期/公司章

**第二條 條款之適用**

本附加條款所記載事項，如與主保險契約條款抵觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

**員工誠實保證保險  
共用責任限額附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本公司在本保險單[填寫承保範圍]及以下列舉之所有保險單之[填寫承保範圍]及擴大承保範圍內，所應負之合併累積責任限額為英鎊 [填寫責任限額]元。

	國家	保險人	保險單號碼	列名被保險人
1)				

由於以上列舉各保險單之累積責任限額為本保險單累積責任限額的一部份而非外加，故依照以上列舉之保險單承保範圍及擴大承保範圍所為之所有給付，應自該等保險單之累積責任限額中扣除，且亦應自本保險單之累積責任限額中扣除。

本附加條款不應解釋為增加任何保險單之累積責任限額及本保險單之累積責任限額。

本附加條款未約定事項悉依本保險單約定辦理。

**員工誠實保證保險  
提單及特定票據除外不保附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

1. 本保險單第三條定義第五項「財產」完全刪除而為下述約定所取代：

「財產」：係指貨幣、票據、有價證券及有形財物，不包括被保險經營業務所使用由被保險人保管之帳冊、

紀錄、電子資料紀錄及提單。

2. 第六條除外責任新增以下條款：

十二、由於偽造或變造旅行支票、旅行信用狀、應收帳款或其轉帳、提單、倉單或信託收據、或任何其他相類似功能的票據所造成的損失。

本附加條款未約定事項悉依本保險單約定辦理。

### 員工誠實保證保險

#### 疏於執行內控規定除外不保附加條款

茲經通知並雙方同意，要保人所投保安達產物員工誠實保證保險(以下簡稱主保險契約)，主保險契約第六條除外責任應增列下列約定：

十二、 被保險人未能或疏於遵照以下規定辦理：

(一) 被保險人應具備涵蓋被保險人所有業務之管理手冊或規章，明確劃分員工之職責，並督促其確實執行。

(二) 被保險人除為奉行主管機關規定實施櫃員制度以簡化作業手續，於每一次存款金額在新台幣伍拾萬元以下及提款金額在新台幣伍拾萬元以下之交易，可由櫃員單獨處理外，對其他職責之安排均不得由一位員工自始至終控制全部作業程序。

(三) 被保險人對於下列各項財物之保管應確立並貫徹執行「共同監管」制度：

1. 置存於保險箱、櫃或金庫之財物。
2. 開啟保險箱、櫃或金庫之鑰匙。
3. 代號、密碼及押密。

(四) 被保險人對於下列各項事務之處理應確立並貫徹執行「雙重監管」制度：

1. 股票、流通與非流通證券及尚未發行之空白票證。
2. 備份之空白支票或匯票及未發行之旅行支票。
3. 已結清(或已註銷)之存款帳戶。
4. 代號、密碼及押密。

(五) 被保險人之營業帳目除由主管機關定期查核外，被保險人應對其各營業設施(包括電腦作業)每年稽核及檢討一次。

(六) 運送財產金額在新台幣伍佰萬元以下，需至少兩人共同監管運送之財物；運送金額在新台幣伍佰萬零壹元以上，需至少三人共同監管運送之財物。

十三、 被保險人之員工為客戶保管存摺或印鑑所生之損失。

十四、 被保險人之員工辦理存、提款業務時，未查驗存、提款人之存摺或紀錄所生之損失；惟顧客在被保險人之原存款行或其聯行間每次免摺存款在新台幣壹佰萬元以內(含)者，及顧客在被保險人之原存款行每次免摺提款在新台幣壹佰萬元以內(含)者不在此限。

十五、 被保險人接受支票存款戶或於其所簽發並委託金融業者為擔當付款人之本票背面為轉帳指示，將其本人之活期存款或活期儲蓄存款或綜合存款帳戶中之活期存款或活期儲蓄存款或定期存款質借限額轉入其支票存款戶所生之損失。惟依 93 年 1 月 27 日財政部台財融第 0922001878 號函，有關活期存款依約定方式提取存款之限制及規定辦理不在此限。

前述有關限制及規定內容概述如下：

(一) 授權轉帳指示之支票存款戶不以個人帳戶為限，該等轉帳指示應以書面方式約定，所轉入帳戶應以存款戶本人在金融機構之支票存款帳戶為限，存戶應逐筆指示並不得以概括授權方式為之，但限額支票、限額保證支票餘額不敷支付票款時，由活期存款或活期儲蓄存款撥轉者，不在此限。

(二) 金融機構於支票或本票背面供存戶為轉帳指示之簽章設計，需與支票或本票所為之背書加以明確區分，不得因此發生票據法上背書不連續或回頭背書之情事。

十六、 適用於現金運送者：

(一) 非被保險人指派之運送人員負責運送現金所發生之損失。

(二) 在運送途中除運送車輛駕駛人外未經指派運送人員二人以上(包含安全警戒人員一名)負責運送時所發生之損失。但經本公司書面同意者，不在此限。

(三) 以專用運鈔車運送，而現金於運送途中未存放於保險櫃內所發生之損失。

(四) 被保險人指派之運送現金人員於執行運送任務時，因受酒類或藥劑之影響者。

(五) 運送途中現金無人看管時所發生之損失。

- (六) 以專用運鈔車運送現金途中，安全警戒人員違反其職務規範或逾越職權，於保管或提攜現金時所發生之損失。
- (七) 以郵寄或托運方式運送所致者。

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

### 員工誠實保證保險 恐怖主義除外不保附加條款

#### 第一條

茲經雙方約定，對於直接或間接因任何恐怖主義之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所導致任何損失、費用支出或賠償責任，本公司不負賠償責任。

#### 第二條

本附加條款所謂恐怖主義者之行為係指任何個人或團體，不論單獨或與任何組織、團體或政府機關共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識形態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定族群處於恐懼狀態。

#### 第三條

本公司對於直接或間接未抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任亦不負賠償之責。

#### 第四條

本公司就本附加條款之任何損失、費用支出或賠償責任不負給付責任，但被保險人證明其損失非屬本附加條款之損失，不在此限。

#### 第五條

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

### 員工誠實保證保險 被保險人擴大承保附加條款

茲經通知並雙方同意，要保人所投保安達產物員工誠實保證保險(以下簡稱主保險契約)，因加保安達產物員工誠實保證保險被保險人擴大承保附加條款(以下簡稱本附加條款)，故除保險單首頁所載之被保險人外，被保險人另包括下列公司：

【填入公司名稱】

上述各被保險人之保險金額為每一事故新台幣【填入金額】元整且保險期間內所有上述被保險人累計最高賠償限額為【填入金額】元整，前述金額應內含於保單首頁所載甲項承保範圍之保險金額內。

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

### 員工誠實保證保險 期中變更共用責任限額附加條款

#### 第一條 承保範圍

茲經通知並雙方同意，本保險單之附加條款 02「共用責任限額附加條款」第一條承保範圍自民國 xxx 年 xx 月 xx 日起刪除且由下列文字取代：

茲經通知並雙方同意，本公司就針對所有被保險人提出之所有賠償請求，在本保險單與【填入保單號碼】保險單涉及之所有承保範圍內，所合併應負之責任限額為【填入金額】元。

#### 第二條 條款之適用

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

## Comprehensive Credit Insurance Policy (Single Buyer Limit)

## **INSURING AGREEMENT**

The Insurers shall indemnify the Insured in accordance with the provisions of Article 6, Proof and Payment of Claims and Recoveries, for Loss on an Insured Transaction caused by the Default of the Buyer which remains unpaid for the duration of the Waiting Period.

The obligations of each of the Insurers are several and not joint, and are limited solely (1) with respect to each Buyer, to each Insurer's respective proportion of the applicable Credit Limit or Country Limit whichever is less, (2) with respect to each Country, to each Insurer's respective proportion of the Country Limit, and (3) with respect to all Insured Transactions, to each Insurer's Maximum Policy Limit of Liability, each as set forth in the Insurer's Acknowledgement of Policy Limit of Liability attached hereto. Each of the Insurers is independently and separately responsible for the determination of its liability under this Policy.

## **EXCLUSIONS**

We will not apply to the Deductible or indemnify you for any loss:

- A. with respect to any transaction which does not meet each requirement of an Insured Transaction; or
- B. with respect to any Buyer on which the total amount of Loss on Insured Transactions does not exceed the Non-Qualifying Loss Amount; or
- C. if, on the date of entering into the Insured Transaction, any amount owing from the Buyer to you on any transaction is overdue more than 60 days if the Buyer is located in the United States or Canada, or  
For purposes of this provision: (a) the total amount overdue more than 60 days from the Buyer, which is less than the lesser of \$500,000 or 10% of the amount of the applicable Credit Limit, or (b) any amount which is disputed by the Buyer and the dispute acknowledged by the Insured, shall not be included in the determination of overdue amounts; or
- D. if, on the date of entering into the Insured Transaction:
  - 1. the Buyer is the subject of proceedings under any laws relating to bankruptcy, insolvency, or relief of debt unless approved by us in writing subsequent to the date such proceedings began; or
  - 2. you have knowledge or information of any circumstances that may reasonably be expected to result in a loss, unless approved by us in writing; or
- E. caused by you or any of your agents, including an express or implied agreement by you or your agent to excuse non-payment; or
- F. where a dispute exists between you and the Buyer, until you have established the indebtedness to be a valid and legally enforceable indebtedness of the Buyer in the courts of the Buyer's country or you have settled the dispute with our prior written approval; or
- G. with respect to sales to affiliates or subsidiaries, unless you have disclosed the relationship to us and the Buyer has been approved by us in a Special Buyer Credit Limit; or
- H. arising from war (whether before or after the outbreak of hostilities) between any of the following: People's Republic of China, France, United Kingdom, the Russian Federation, and the United States of America; or
- I. directly or indirectly caused by or contributed to by or arising from:
  - 1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - 2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - 3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **Comprehensive Credit Insurance Policy (Single Buyer Limit)- Loss Payee Endorsement**

Pursuant to Article 7. B. of the Policy, Assignment, and subject to the conditions below, the following Loss Payee is accepted under this policy:

Conditions:

- A. The Loss Payee agrees that:
  - 1. this endorsement is not an assignment of the policy or a separate agreement between the Insurer and the Loss Payee, does not give the Loss Payee any right to file a claim or sue under the policy, and does not create any duty or obligation to the Loss Payee except as set forth in B. below; and
  - 2. all Losses shall be adjusted with the insured and the Insured's execution of a release and assignment in favor of the Insurer shall bind the Loss Payee; and
  - 3. this endorsement shall not be construed as a waiver of any policy terms and conditions.
- B. The Insured agrees that this endorsement authorizes the Insurer:
  - 1. to release to the Loss Payee all information and records relating to the Insured's policy and claims; and
  - 2. to make all claim payments relating to this assignment by check forwarded to the Loss Payee, made payable to the order of the insured and the Loss Payee unless instructed otherwise by the insured and the Loss Payee; and

3. in the event of the insolvency of the Insured, to accept a claim filing from the Loss Payee subject to the terms and conditions of the policy including the Loss Payee's ability to file the required documents and assign a valid Buyer Obligation to the Insurer. In the event that some other party claims a right to the Buyer Obligation or policy coverage, the Loss Payee shall demonstrate its rights to the satisfaction of the Insurer.

### **Comprehensive Credit Insurance Policy (Single Buyer Limit)- Policy Amendment Endorsement-Preference Claims**

Article 6 of the Policy is amended by the addition of the following new paragraph:

6. I. With respect to potential demands by the Buyer's estate for refund of the amount of preferential transfers:
1. The Insurers will agree to extend the claim filing period for such potential preference claims provided that:
    - a. you have notified the Insurers of the claim or potential claim either prior to accepting a claim payment or Deductible charge on the remainder of the claim, or no later than 360 days from the date of the bankruptcy filing, and
    - b. you defend the preference claim in accordance with advice from local counsel, and
    - c. you do not settle the preference claim without our prior written approval; and
  2. any such extension will be given for the time required to resolve the potential preference claim issue, as follows:
    - a. extensions will be given in increments of three to six months beginning on the day you request the extension in accordance with the policy terms; and
    - b. the Insurers agree not to refuse an extension while the preference claim is being defended by you.

Article 8, section H. is deleted and replaced by the following:

8. H. "Default" means non-payment, in whole or in part, of the amount of principal due on a Buyer Obligation in accordance with its terms. Subject to compliance with Articles 6. B., 6. E. and 6. F. of the policy, "Default " shall include the amount of refunds made to or demanded by the Buyer's estate for return of preferential transfers. Default shall not include any non-payment resulting from any tax or other charge levied by withholding or otherwise on a Buyer Obligation.

### **Comprehensive Credit Insurance Policy (Single Buyer Limit)- Broker Endorsement**

In accordance with the instructions of the Insured, the designated broker for the Policy is:

### **Comprehensive Credit Insurance Policy (Single Buyer Limit)- Eligible Country Endorsement**

This Endorsement outlines the eligible countries in which the Buyer must be located, the maximum limits for which the Insured is covered per country subject to the terms and conditions of the Policy, and any special restrictions on shipments to Buyers in the eligible countries. The following general conditions will also apply:

1. The Insurers' maximum liability per country shall not exceed the amount of the Country Limit specified below.
2. If a country is not specified below, the Insurers have no liability for shipments to Buyers in that country.

Country Country Limit Special Restrictions

\$

### **Comprehensive Credit Insurance Policy (Single Buyer Limit)- Premium Endorsement**

All premium is earned when received by the Insurers.

Item 11 of the Declarations shall read as follows:

1. Minimum Premium
  - 1.1 The minimum premium due for the Policy Period shall be US\$ or % per annum of the approved buyer limit, and is not refundable unless special buyer credit limit is cancelled by "Insurers" at which time a prorated premium refund shall be calculated.
  - 1.2 The prorated premium refund shall be calculated as the actual number of days from the "Cancellation Date", as defined in Article 7C3, to the final date of the policy period divided by 365 days times the Insurer's respective proportion of the applicable Credit Limit for the respective refund period. In no event shall a refund be granted until the Insured has released the Insurer from all liability under the policy.
2. Premium Payment  
The premium is payable as follows:
  - 2.1 The premium shall be paid in quarterly installments of \$ on the following schedule:
3. Reporting
  - 3.1 The Insured shall report the gross invoice value of Reportable Transactions each quarter, within days of each of the following reporting dates:
  - 3.2 The final report shall include a complete aging of outstanding receivables as of .
  - 3.3 In the event the Contract Price is set forth in a Contract Currency other than United States dollars, all premiums shall be payable in United States dollars and the amount of the Contract Price in United States dollars shall be computed using the rate of exchange for the Contract Currency as published in the Wall

- Street Journal on the report date for the prior quarter's transactions.
4. Special Conditions: None.

### Comprehensive Credit Insurance Policy (Single Buyer Limit)- Special Buyer Credit Limit

INSURED  
BUYER

A Special Buyer Credit Limit is approved for the Buyer named above, subject to the following terms and conditions:

1. Credit Limit Amount:

\$

2. Insured Percentage:

%

3. Payment terms:

DAYS OPEN ACCOUNT FROM INVOICE DATE. Invoices must be dated and issued within days of product shipment.

4. Final shipment date:

This Special Buyer Credit Limit shall cover shipments made on or before .

5. Special conditions:

shall provide monthly income statement and balance sheet reports days following the closing of the monthly records to "Insurers".

6. Special condition:

Coverage under this buyer endorsement is conditioned upon , maintaining a majority ownership of the buyer. If the insured becomes aware of an ownership change, it must inform the company, who then reserves the right to review the buyer.

### Comprehensive Credit Insurance Policy (Single Buyer Limit)- ADDITIONAL INSURED AND SPECIAL CONDITIONS ENDORSEMENT

Item No. 1 of the Declarations is amended by the addition of the following Additional Insured subject to the conditions set forth below:

Additional Insured:

Special Conditions:

1. All notices will be directed to the Insured shown on the Declarations (the "Insured").
2. All claim payments due in accordance with the Policy will be made to the Insured.
3. All Premium due in accordance with the Policy will be paid by the Insured.
4. The Insured is responsible for any applicable insurance premium taxes including but not limited to applicable direct procurement taxes due in accordance with the laws of the state in which the Insured is located. The independent procurement tax in the State of Texas that applies to this insurance is 4.85 percent of the gross premiums charged by the Insurers pertaining to the Additional Insured, as calculated by the Insurers, following submission of the gross invoice value of Reportable Transactions each quarter in accordance with the Premium Endorsement. The Insurers shall have no responsibility for payment of said tax, and the Insured shall pay such tax directly to the appropriate authorities in the State of Texas.
5. When submitting to Insurers the gross invoice value of Reportable Transactions each quarter in accordance with the Premium Endorsement, the Insured shall submit a separate report for the Insured and the Additional Insured.
6. If the Insured fails to pay the applicable independent procurement tax when due, then the Insured and the Additional Insured agree to be jointly and severally liable and responsible to indemnify and hold the Insurers harmless for any loss, cost, damage or expense arising from such failure, including any tax that may be due and any related attorneys' fees, and agree further to reimburse the Insurers on demand for the Insurers' payment of any tax and/or interest or related expenses that may be due or payable on this insurance at any time.

This Endorsement shall not increase the Insurer's liability under the Policy.

### Chubb Elite Professional Indemnity Insurance Policy

**Insuring Clause**

**Cover**

**Chubb** shall pay on behalf of the **Insured** any **Loss** arising from any **Claim** for civil liability in the conduct of the **Business**, provided that such **Claim**:

- (a) is first made against the **Insured** during the **Period of Insurance** and notified to **Chubb** in accordance with Clause 5.1 (Notification of Claims); and
- (b) arises from an act, error or omission of the **Insured** occurring on or after the **Retroactive Date**.

## **Exclusions**

**Chubb** shall not be liable to make any payment under this **Policy** in respect of any **Claim**:

### **1.Assumed Liabilities & Duties**

based on or arising out of any warranty, guarantee, indemnity or other contractual undertaking or obligation to the extent that:

- (a) it extends a duty of any **Insured** beyond exercising the standard of care and skill reasonably to be expected in the circumstances; or
- (b) it increases the **Insured's** liability beyond the amount that would have been payable in the absence of such warranty, guarantee, indemnity or other contractual undertaking or obligation.

### **2.Bodily Injury & Property Damage**

for:

- (a) any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock; or
- (b) any damage to or destruction of property (including the loss of use of property).

### **3.Financial Failure & Trading Debts**

directly or indirectly caused by, arising out of or in any way connected with:

- (a) the insolvency, bankruptcy or liquidation of an **Insured**; or
- (b) any alleged or actual failure to pay any trading or personal debt of an **Insured**; or
- (c) any guarantee or other undertaking or obligation given by an **Insured** for a debt.

### **4.Fraud, Dishonesty & Intentional Conduct**

directly or indirectly caused by, arising out of or in any way connected with any **Insured** committing or condoning or allegedly committing or condoning any:

- (a) dishonest, fraudulent, malicious or criminal act or omission; or
- (b) wilful or intentional breach of any right, statute, contract or duty.

### **5.Managerial & Prospectus Liability**

directly or indirectly caused by, arising out of or in any way connected with:

- (a) any alleged or actual breach by an **Insured** of a duty owed in the capacity of a director, secretary or officer of a body corporate; or
- (b) the issue by an **Insured** of any prospectus or any other form of public offering document.

### **6.Obligations to Employees**

for any breach of any obligation owed to any **Employee** arising out of or in the course of that **Employee's** employment by the **Insured**.

### **7.Occupiers Liability**

based on or arising out of the ownership or occupation of any real property by an **Insured**.

### **8.Pollution, Radioactivity & Asbestos**

directly or indirectly caused by, arising out of or in any way connected with:

- (a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** into or upon the land, atmosphere or any watercourse or body of water; or
- (b) the cost of preventing, monitoring, removing, containing, treating, detoxifying, neutralising, nullifying or cleaning up of **Pollutants**; or
- (c) any radioactive, toxic, contaminating, explosive or other hazardous properties of any nuclear or atomic operation installation, reactor, assembly, component, device, weapon, material, fuel or waste from the combustion of nuclear fuel; or
- (d) asbestos in whatever form or quantity.

### **9.Prior Matters**

directly or indirectly caused by, arising out of or in any way connected with any:

- (a) **Claim** first made before the **Period of Insurance**; or
- (b) **Claim** or **Circumstance** notified, in whole or part, to **Chubb** or any other insurer before the **Period of Insurance** or
- (c) **Circumstance** of which the **Insured** first became aware before the **Period of Insurance**.

### **10.Products Liability**

directly or indirectly caused by, arising out of or in any way connected with any goods or products manufactured, distributed, supplied, sold, installed, repaired, maintained, treated, assembled or processed by or on behalf of any **Insured**.

### **11.Related Persons & Entities**

brought or maintained by or on behalf of:

- (a) any **Insured** or parent company of any **Insured**; or
- (b) any entity within the same group of companies as the **Insured**; or
- (c) any person who, at the time of the act, error or omission giving rise to the **Claim** is a **Relative** of any **Insured**; or
- (d) any entity operated or controlled by any **Insured** or **Relative** of the **Insured**; or
- (e) any entity in which an **Insured** has a **Financial Interest**,

unless such **Claim** originates from an independent third party claimant.

## **12. War & Terrorism**

directly or indirectly caused by, arising out of or in any way connected with:

- (a) any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public authority; or
- (b) any 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), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including with the intention to influence any government and/or put the public, or any section of the public, in fear.

### **Chubb Elite Professional Indemnity Insurance Policy P003 Additional Insured Endorsement**

1. It is agreed that \_\_\_\_\_ is added as an Additional Insured.
2. **Chubb** agrees to extend cover to any **Claim** against the Additional Insured for civil liability arising from the acts, errors or omissions of the **Insured** in the conduct of the **Business** performed for the Additional Insured.
3. This **Policy** does not apply to any **Claim** based on or arising out of any act, error or omission of the Additional Insured.

Other terms remain unchanged.

### **Chubb Elite Professional Indemnity Insurance Policy P053 Territorial Limits Amendment**

It is agreed that the Condition 6.3 Territorial Limits is deleted and replaced by:

#### **6.3 Territorial Limits**

Coverage extends only to any conduct of the **Business** or acts, errors or omissions which occur within the territorial limits of Taiwan, Republic of China.

Other terms remain unchanged.

### **Chubb Elite Professional Indemnity Insurance Policy P053A Territorial Limits - Worldwide**

It is agreed that the Condition 6.3 Territorial Limits is deleted and replaced by:

#### **6.3 Territorial Limits**

Coverage extends to any conduct of the **Business** or acts, errors or omissions which occur anywhere in the world.

Other terms remain unchanged.

### **Chubb Elite Professional Indemnity Insurance Policy P055 USA & Canada Endorsement**

It is agreed that:

1. Conditions 6.3 Territorial Limits and 6.4 Jurisdictional Limits are deleted.
2. In respect of any **Claim** made or action instituted within the USA or Canada:
  - (a) The Limit of Liability provided by the **Policy** is deemed to comprise the maximum liability in all and in the aggregate, inclusive of all costs and expenses.
  - (b) **Chubb** is not liable for any fines or penalties or punitive damages or exemplary damages or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or any other non-compensatory damages of any kind awarded against an **Insured**.
  - (c) This **Policy** does not apply to any **Claim** directly or indirectly caused by, arising out of or in any way connected with:
    - (i) seepage, pollution or contamination of any kind; or
    - (ii) any actual or alleged violation of any responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act 1974 or any amendment thereof; or
    - (iii) any actual or alleged violation of any of the provisions of the Securities Act 1933, the Securities Exchange Act 1934, or any similar federal or state law or any common law relating thereto; or
    - (iv) any actual or alleged violation of the Racketeer Influenced and Corrupt Organisation Act 18 USC Section 1961 et seq and any amendments thereto or any rules or regulations promulgated thereunder.
    - (v) any advice given on USA or Canadian law.
3. USA or Canada means United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

Other terms remain unchanged.

### **Chubb Elite Professional Indemnity Insurance Policy P075 Forwarding & Shipping Agents Endorsement**



It is agreed that, notwithstanding anything to the contrary stated in this **Policy**, **Chubb** shall not be liable to make any payment under this **Policy** in respect of any claim based on or arising out of:

- a) the loss of, damage to or destruction of property as a result of faulty packing by the **Insured**;
- b) the failure to effect or maintain insurance or the failure of arranged insurance to provide indemnity in the event of loss of, damage to or destruction of goods under the care, custody or control of the **Insured**;
- c) the insolvency of the **Insured** or from liability to pay or collect accounts;
- d) time chartering;
- e) riots, strikes or labour disputes; or
- f) the loss of, damage to or destruction of property where the **Insured** is acting as a Bailee or where goods are held in the **Insured's** custody and control.

Other terms remain unchanged.

### **Chubb Elite Professional Indemnity Insurance Policy P060 Technology Endorsement**

It is agreed that

1. Exclusion 4.2 Bodily Injury & Property Damage is deleted and replaced by:  
based on or arising out of:

- (a) any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock; or
- (b) any damage to or destruction of property (including the loss of use of property).

2. Definition of **Documents** is deleted and replaced by:

**Documents** means documents of any nature, except money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes, or any other form of negotiable instruments.

3. Exclusion 4.10 Products Liability is deleted and replaced by:

directly or indirectly caused by, arising out of or in any way connected with the failure (or partial failure) of any product supplied, installed or maintained by the **Insured** to perform its intended function, unless such failure is due to an unintentional error in the design, advice or specification of the product by the **Insured**.

It is further agreed that this **Policy** does not apply to any **Claim** directly or indirectly caused by, arising out of or in any way connected with:

- 1) computer viruses, malicious codes, the failure to prevent unauthorised access to or use of an electronic system or program or denial of services; or
- 2) any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, internet, cable, satellite telecommunications or other infrastructure.  
However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, internet, cable or telecommunications infrastructure under the **Insured's** operational control in the conduct of the **Business**; or
- 3) any costs or expenses incurred by any **Insured** or others to recall, repair, replace, upgrade, supplement or remove the **Insured's** products, including products which incorporate the **Insured's** products or services from the marketplace.
- 4) whether actual or alleged, any validity, invalidity, infringement, violation or misappropriation of any patent or Trade Secret. Trade Secret means information, including a formula, pattern, compilation, program, device, method, technique, design or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

### **P007 Bodily Injury & Property Damage Cover**

It is agreed that Exclusion 4.2 Bodily Injury & Property Damage is deleted and replaced with:

#### **4.2 Bodily Injury & Property Damage**

for:

- (a) any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock; or
- (b) any loss of, damage to or destruction of property (including the loss of use of property), unless such **Claim** is caused by or arises directly out of the advice, design, specification or formula provided by the **Insured** in the conduct of the **Business**.

### **Chubb Elite Professional Indemnity Insurance Policy P072 Medical Services Exclusion**

It is agreed that this **Policy** does not apply to any **Loss** resulting from a **Claim** directly or indirectly caused by, arising out of or in any way connected with any medical or clinical services, including but not limited to:

- (a) providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services including any related provision of food and beverage;
- (b) supplying or dispensing drugs or medical, dental or surgical supplies or appliances;
- (c) handling, arranging or performing post-mortem examinations on human bodies;

- (d) providing veterinary services;
- (e) arranging, undertaking or participating in any way, in any clinical trial;
- (f) provision of any advice by an **Insured** in connection with any of the above.

Other terms remain unchanged.

### Chubb Elite Professional Indemnity Insurance Policy P072A Medical Services Exclusion

It is agreed that this **Policy** does not apply to any **Loss** resulting from a **Claim** directly or indirectly caused by, arising out of or in any way connected with any medical or clinical services, including but not limited to:

- (g) providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services including any related provision of food and beverage;
- (h) supplying or dispensing drugs or medical, dental or surgical supplies or appliances;
- (i) handling, arranging or performing post-mortem examinations on human bodies;
- (j) providing veterinary services;
- (k) arranging, undertaking or participating in any way, in any clinical trial;
- (l) provision of any advice by an **Insured** in connection with any of the above.

It is further agreed above (a) and (b) shall not apply to **Loss** for **Claim** arises directly out of [insert specific service].

Other terms remain unchanged.

### Chubb Elite Professional Indemnity Insurance Policy P101 Specific Matters Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any **Claim** in connection with [**specify matter to be excluded**].

In all other respects this policy remains unaltered.

### Chubb Elite Professional Indemnity Insurance Policy P102 Medical Indemnity Exclusion

It is agreed that this Policy does not apply to any Loss resulting from a Claim directly or indirectly caused by, arising out of or in any way connected with:

- (i) Any doctor or other medical practitioner of the Firm or any of its contractors is required to provide indemnity at law for any action of such persons;
- (ii) medical indemnity or medical insurance related issues.

Other terms remain unchanged.

### Chubb Elite Professional Indemnity Insurance Policy P109 Increased Limit Of Liability

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

In consideration of the payment of an additional premium of [insert dollar amount] with effect from [DATE] the Limit of Liability shown in Item 6 of the Schedule is increased to [insert new limit of liability].

In all other respects this Policy remains unaltered.

### Chubb Elite Professional Indemnity Insurance Policy P110 Termination Clause

It is agreed that:

This **Policy** has been terminated with effect from [insert date] and the **Period of Insurance** is accordingly amended to expire at this time. In consideration of the foregoing, there will be a return premium due of [insert amount].

In all other respects this **Policy** remains unaltered.

### Chubb Elite Professional Indemnity Insurance Policy P111 Repair, Replacement, Recall Exclusion Clause

It is agreed that:

This **Policy** does not apply to any **Loss** resulting from a **Claim** directly or indirectly based upon, arising out of or in any way connected with adjustment, inspection, recall, upgrade, removal, repair, replacement or withdrawal of any product, regardless of whether the adjustment, inspection, recall, upgrade, removal, repair, replacement or withdrawal was performed by the **insured** or others.

In all other respects this **Policy** remains unaltered.

**Chubb Elite Professional Indemnity Insurance Policy  
P053B Jurisdictional Limits Amendment**

It is agreed that:

1. Condition 6.4 Jurisdictional Limits is deleted and replaced by:  
6.4 Jurisdictional Limits  
Coverage extends only to **Claims**:
  - (a) involving the application of the law of Taiwan, Republic of China; or
  - (b) brought in the court of law in Taiwan, Republic of China.
2. This **Policy** does not apply to any **Claim** arising out of the enforcement of any judgement, order or award made in any court of law outside Taiwan, Republic of China.

Other terms remain unchanged.

**Chubb Elite Professional Indemnity Insurance Policy  
P103 Amendment of Definition of Insured**

It is agreed that Definition of **Insured** is deleted and replaced by:

**Insured** means:

- (a) the **Firm**; and
- (b) each **Principal** but only in respect of work performed whilst a **Principal** of the **Firm**; and
- (c) each **Employee** but only in respect of work performed whilst a **Employee** of the **Firm**; and
- (d) the estate, heirs or legal representatives of each deceased or legally incapacitated **Principal** or **Employee** but only in respect of work performed by the **Principal** or **Employee** whilst such a **Principal** or **Employee** of the **Firm**.
- (e) Any entity specifically listed below and its **Principal**, **Employee**, and their respective estate, heirs or legal representatives but only in respect of work performed by the **Principal** or **Employee** whilst such a **Principal** or **Employee** of the listed entity.

Entity list:

1. [insert company name]
- 2.

Other terms remain unchanged.

**Chubb Elite Professional Indemnity Insurance Policy  
P034 Media Endorsement**

It is agreed that:

1. This **Policy** does not apply to any **Claim**:
  - (a) based on or arising out of any actions brought by or orders imposed by or from any national government, regional or local government or any government regulator; or
  - (b) based on or arising out of the ownership or operation of any aircraft, marine craft or motor vehicles of any kind; or
  - (c) based on or arising out of any computer virus (or other corrupting or harmful software code) or the failure to prevent unauthorised access to, or use of, an electronic system or program; or
  - (d) based on or arising out of any content which is input, published or posted on the **Insured's** area of the internet or worldwide web, where input is, or can be, received from the public at large and the **Insured** has no prior knowledge of the content or source of the content; or
  - (e) based on or arising out of discrimination on any basis, including but not limited to race, creed, ethnic background, national origin, religion, age, handicap, gender, marital status or sexual orientation; or
  - (f) based on or arising out of over-redemption of coupons, awards or prizes from advertisements, promotions, games sweepstakes, contests and games of chance.
2. Over-redemption means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.

**Chubb Elite Professional Indemnity Insurance Policy  
P034A Media Endorsement**

It is agreed that:

1. This **Policy** does not apply to any **Claim**:
  - (a) based on or arising out of any actions brought by or orders imposed by or from any national government,

- regional or local government or any government regulator; or
- (b) based on or arising out of the ownership or operation of any aircraft, marine craft or motor vehicles of any kind; or
  - (c) based on or arising out of any computer virus (or other corrupting or harmful software code) or the failure to prevent unauthorised access to, or use of, an electronic system or program; or
  - (d) based on or arising out of any content which is input, published or posted on the **Insured's** area of the internet or worldwide web, where input is, or can be, received from the public at large and the **Insured** has no prior knowledge of the content or source of the content; or
  - (e) based on or arising out of intentional discrimination on any basis, including but not limited to race, creed, ethnic background, national origin, religion, age, handicap, gender, marital status or sexual orientation; or
  - (f) based on or arising out of over-redemption of coupons, awards or prizes from advertisements, promotions, games sweepstakes, contests and games of chance.
2. Over-redemption means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.

In all other respects this **Policy** remains unaltered.

### Chubb Elite Professional Indemnity Insurance Policy P104 Policy Period Extension

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

In consideration of the payment of an additional premium of **[\$insert amount]**, Item (5) of the **Schedule** is amended to read as follows:

'Policy Period: From: **[insert inception date of the original policy period]**  
To: **[insert expiry date of the extension period]**  
Both dates inclusive

**Chubb's** maximum aggregate liability for all **Loss**, as stated in General Conditions 6.1, shall remain unchanged.

### Chubb Elite Professional Indemnity Insurance Policy P105 Sanction Clause

It is agreed that:

**Chubb** shall not be deemed to provide cover, shall not be liable to pay any **Loss**, or provide any benefit under this **Policy**, to the extent that the provision of such cover, payment of such **Loss**, or provision of such benefit would expose **Chubb**, its parent or any affiliated company, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the Republic of China (Taiwan) or the United States of America.

In all other respects this **Policy** remains unaltered.

### Chubb Elite Professional Indemnity Insurance Policy P004 Co-Insurer Clause

It is hereby agreed that any reference to "**Chubb**" shall be deemed to refer to the following insurers, but in relation to each only to the extent of their proportion of total liability stated below. Each insurer's obligations are several and not joint and limited solely to the extent of the stated proportion. No insurer is responsible for the proportion of any other insurer who for any reason does not satisfy all or part of its obligations. The leading insurer (being the first insurer identified below) has been duly authorised by such insurers to sign this **Policy** on their behalf.

**Co-Insurer:**  
**Proportion:** %  
**Ref. No:**

### Chubb Elite Professional Indemnity Insurance Policy P022 Employment Consultants Endorsement

It is agreed that this **Policy** does not apply to any **Claim** based on or arising out of the acts, errors and omissions of any person introduced, recommended or leased by the **Insured**, unless such **Claim** arises from the **Insured's** failure to use reasonable skill and care in the introduction, recommendation or leasing of that person.

In all other respects this **Policy** remains unaltered.

**Chubb Elite Professional Indemnity Insurance Policy**  
**P006 Absolute Bodily Injury & Property Damage Exclusion**

It is agreed that Exclusion 4.2 Bodily Injury & Property Damage is deleted and replaced with:

**4.2 Bodily Injury & Property Damage**

based on or arising out of:

- (a) any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock; or
- (b) any damage to or destruction of property (including the loss of use of property).

In all other respects this **Policy** remains unaltered.

**Chubb Elite Professional Indemnity Insurance Policy**  
**P035 Molestation Exclusion**

It is agreed that this **Policy** does not apply to any **Claim** based on or arising out of the molestation of, abuse of, or physical interference with, any person.

In all other respects this **Policy** remains unaltered.

**Chubb Elite Professional Indemnity Insurance Policy**  
**P106 Tie In Limits Endorsement**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The combined total aggregate limit of liability that the **Chubb** shall be liable to pay for all **Loss** arising out of all **Claims** made against all **Insureds** under all insurance covers combined involving both this **Policy** and also policy number **[insert policy number]** shall be **US\$[insert policy limit]**.

This endorsement shall not be construed so as to increase the Limit of Liability shown in Item 6 of the **Schedule**.

In all other respects this **Policy** remains unaltered.

**Chubb Elite Professional Indemnity Insurance Policy**  
**P107 Specific Insured Endorsement**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

**[In consideration of the payment of an additional premium of \$[insert amount]], cover under this Policy is extended to include the following person(s) as Insured, but only while conducting Business on behalf of the Firm:**

**[insert name of the person]**

In all other respects this **Policy** remains unaltered.

**Chubb Elite Professional Indemnity Insurance Policy**  
**P033 Market Fluctuation Exclusion**

It is agreed that:

This **Policy** does not apply to any **Claim** directly or indirectly caused by, arising out of or in any way connected with

- (a) depreciation or loss of investment when such depreciation or loss arises solely from fluctuations in any financial, stock or commodity or other markets.
- (b) any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments.

In all other respects this **Policy** shall remain unchanged.

**Chubb Elite Professional Indemnity Insurance Policy**  
**P064 Valuation Exclusion**

It is agreed that:

This **Policy** does not apply to any **Claim** directly or indirectly caused by, arising out of or in any way connected with

real property valuations undertaken by, or on behalf of the **Insured** for a Third Party whether or not pursuant to a fee.

In all other respects this **Policy** shall remain unchanged.

## Chubb Elite Professional Indemnity Insurance Policy P108 FINANCIAL ADVICE EXCLUSION

It is agreed that:

**Chubb** will not be liable under the **Policy** to make any payment for **Loss** directly or indirectly caused by, arising out of or in any way connected with any financial or investment advice provided by the **Insured**, including, but not limited to any advice or recommendation as to the tax implications of any investment.

In all other respects this **Policy** shall remain unchanged.

## Chubb Elite Professional Indemnity Insurance Policy- Single Project for Design and Construction Professionals

### 一、承保範圍

#### 1. Insuring Clause

##### 1.1 Cover

**Chubb** shall pay on behalf of the **Insured** any **Loss** arising from any **Claim** for civil liability in the conduct of the **Business** in connection with the **Project**, provided that such **Claim**:

- (a) is first made against the **Insured** during the **Period of Insurance** and notified to **Chubb** in accordance with Clause 5.1 (Notification of Claims); and
- (b) arises from an act, error or omission of the **Insured** occurring on or after the **Retroactive Date**; and
- (c) is brought by **Third Party**.

##### 2. Automatic Extensions

Each of the following Extensions automatically apply unless otherwise stated in the endorsements. Each of the Extensions is subject to the **Schedule**, the **Excess**, Insuring Clause, Exclusions, Definitions and other terms of this **Policy** unless otherwise stated in this Section 2. None of these Extensions increase the limits of liability specified in the **Schedule**.

##### 2.1 Consultants, Contractors, Subcontractors and Agents

**Chubb** agrees to extend cover to any **Loss** resulting from a **Claim** arising from any consultant, contractor, subcontractor or agent of the **Insured** for whose acts, errors or omissions the **Insured** is legally liable.

This Extension neither affords coverage to any consultant, contractor, subcontractor or agent of the **Insured** nor makes any such person or entity an **Insured**.

##### 2.2 Defamation

**Chubb** agrees to extend cover to any **Loss** resulting from a **Claim** arising from defamation by the **Insured** in the conduct of the **Business**, provided that the **Insured** did not intend to make the defamatory statement with express malice.

##### 2.3 Joint Venture Liability

**Chubb** agrees to extend cover to any **Loss** resulting from a **Claim** arising from the **Insured's** participation in a **Joint Venture**.

This Extension neither affords coverage to any person or entity with whom the **Insured** is in **Joint Venture** nor makes any such person or entity an **Insured**.

##### 2.4 Loss of Documents

Notwithstanding Exclusion 4.1 (2) (Bodily Injury & Property Damage), **Chubb** agrees to extend cover to any **Loss** for a **Claim** arising from the loss, damage or destruction of client's **Documents** for which the **Insured** is legally responsible in the conduct of the **Business** and which cannot be found after diligent search, provided that:

- (a) the **Loss** recoverable under this clause is only limited to the reasonable and necessary costs, charges and expenses in replacing or restoring the **Documents**;
- (b) the loss of, damage to or destruction of such **Documents** was first discovered by the **Insured** during the **Period of Insurance**; and
- (c) notified to **Chubb** in accordance with Clause 5.1 (Notification of Claims); and
- (d) the **Claim** for such costs, charges and expenses is supported by satisfactory proof of loss (including bills and accounts) which shall be subject to approval by a competent person nominated by **Chubb** with the **Insured's** approval (which shall not be unreasonably withheld); and
- (e) this Extension shall not provide coverage for any costs, charges or expenses directly or indirectly relating to any **Documents** which have been destroyed, damaged or lost as a result of wear, tear or other gradually operating causes.

##### 2.5 Newly Acquired or Created Subsidiaries

**Chubb** agrees to extend cover to any **Subsidiary** of the **Firm** which is acquired or created during the **Period of Insurance**, provided that:

- (a) such coverage will automatically be revoked 30 days after the effective date of such acquisition or creation or upon the expiry date of the **Period of Insurance**, whichever is earlier; and
- (b) this Extension does not provide coverage in respect of any **Claim** against the **Subsidiary** arising from an act, error or omission occurring before the **Firm** acquires or creates the **Subsidiary**.

**Chubb** may, at its discretion, agree to provide further coverage beyond the 30 days period if the **Insured** has

- (i) notified **Chubb** of the acquisition or creation of the **Subsidiary**; and
- (ii) provided any additional information requested by **Chubb**; and
- (iii) agreed to any additional terms imposed by **Chubb** including the charging of any additional premium considered appropriate, additional or different exclusions, or other terms.

#### 2.6 Run Off Cover for Insured Entity

In the event that a **Firm** is merged into or acquired by another entity or otherwise ceases to exist or operate during the **Period of Insurance**, the coverage provided under the **Policy** for such **Firm** shall continue until the end of the **Period of Insurance**, provided that such coverage shall only apply in respect of a **Claim** that arises from an act, error or omission by the **Firm** occurring between:

- (a) the **Retroactive Date**; and
- (b) the date the **Firm** ceased to exist or operate or was merged into or acquired by another entity.

#### 2.7 Legal Representation at Inquiries

**Chubb** agrees to pay on behalf of the **Insured** its reasonable costs and expenses of legal representation at any proceedings before any duly constituted court, tribunal, or any disciplinary body that is legally authorized to investigate and give disciplinary decisions concerning any professional conduct at which the **Insured** in the opinion of **Chubb** should be represented by reason of such professional conduct on its part which might give rise to or has given rise to a **Claim** under this **Policy** but which itself is not a **Claim**, provided that:

- (a) this indemnity will only extend to proceedings first commenced against the **Insured** during the **Period of Insurance** and notified to **Chubb** in accordance with Clause 5.1 (Notification of Claims); and
- (b) this indemnity is subject to the written consent of **Chubb** before the incurring of the legal costs and expenses; and
- (c) **Chubb** shall not be liable to pay any penalty, fine or award of costs made against the **Insured**; and
- (d) **Chubb's** total liability under this Extension shall not exceed NT\$ \_\_\_\_\_ during the **Period of Insurance**.

### 3. Optional Extensions

Each of the following Extensions apply only if the Extension is shown to be included in the **Schedule**. Each of the Extensions is subject to **Schedule**, the **Excess**, Insuring Clause, Exclusions, Definitions and other terms of this **Policy** unless otherwise stated in this Section 3. None of these Extensions increase the limits of liability specified in the **Schedule**.

#### 3.1 Fraud & Dishonesty

Notwithstanding Exclusion 4.1 (4) (Fraud & Dishonesty) of the **Policy**, **Chubb** agrees to extend cover to any **Claim** against the **Insured** for civil liability arising from a dishonest, fraudulent, malicious or criminal act or omission of any **Principal** (other than a sole practitioner) or **Employee** of the **Firm** in the conduct of the **Business**, provided that coverage under the Extension shall not be provided to any **Insured** committing, participating in or condoning such dishonest, fraudulent, malicious or criminal act or omission where such conduct is established by admission or court judgement or other adjudication.

#### 3.2 Principals Previous Business

**Chubb** agrees to extend cover to any **Claim** for civil liability against any person who is currently practising as a **Principal** during the **Period of Insurance** arising from that current **Principal's** conduct of any previous business in the same profession as the **Business**, but only to the extent that the current **Principal** is not covered by the professional indemnity insurance of the previous business.

Where the previous business' professional indemnity insurance applies, the cover provided by this Extension is specifically in excess of the limit of liability of the previous business' insurance policy, and shall not cover any liability unless and until the insurers of the previous business' policy have paid or have admitted liability or have been held liable to pay, the full amount of their limit of liability.

The cover provided by this Extension applies regardless of the **Retroactive Date**.

### 二、不保事項

#### 4. Exclusions

##### 4.1 **Chubb** shall not be liable to make any payment under this **Policy** in respect of any **Claim**:

- (1) based on or arising out of any warranty, guarantee, indemnity or other contractual undertaking or obligation to the extent that:
  - (a) it extends a duty of any **Insured** beyond exercising the standard of care and skill reasonably to be expected in the circumstances; or
  - (b) it increases the **Insured's** liability beyond the amount that would have been payable in the absence of such warranty, guarantee, indemnity or other contractual undertaking or obligation.

- (2) for:
- (a) any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock; or
  - (b) any damage to or destruction of property (including the loss of use of property).
- However this exclusion shall not apply to any **Claim** arising out of the conduct of the **Business** in connection with the **Project**.
- (3) directly or indirectly caused by, arising out of or in any way connected with:
    - (a) the insolvency, bankruptcy or liquidation of an **Insured**; or
    - (b) any alleged or actual failure to pay any trading or personal debt of an **Insured**; or
    - (c) any guarantee or other undertaking or obligation given by an **Insured** for a debt.
  - (4) directly or indirectly caused by, arising out of or in any way connected with any **Insured** committing or condoning or allegedly committing or condoning any:
    - (a) dishonest, fraudulent, malicious or criminal act or omission; or
    - (b) wilful or intentional breach of any right, statute, contract or duty.
  - (5) directly or indirectly caused by, arising out of or in any way connected with:
    - (a) any alleged or actual breach by an **Insured** of a duty owed in the capacity of a director, secretary or officer of a body corporate; or
    - (b) the issue by an **Insured** of any prospectus or any other form of public offering document.
  - (6) for any breach of any obligation owed to any **Employee** arising out of or in the course of that **Employee's** employment by the **Insured**.
  - (7) based on or arising out of the ownership or occupation of any real property by an **Insured**.
  - (8) directly or indirectly caused by, arising out of or in any way connected with:
    - (a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** into or upon the land, atmosphere or any watercourse or body of water; or
    - (b) the cost of preventing, monitoring, removing, containing, treating, detoxifying, neutralising, nullifying or cleaning up of **Pollutants**; or
    - (c) any radioactive, toxic, contaminating, explosive or other hazardous properties of any nuclear or atomic operation, installation, reactor, assembly, component, device, weapon, material, fuel or waste from the combustion of nuclear fuel; or
    - (d) asbestos in whatever form or quantity.
  - (9) directly or indirectly caused by, arising out of or in any way connected with any:
    - (a) **Claim** first made before the **Period of Insurance**; or
    - (b) **Claim** or **Circumstance** notified, in whole or part, to **Chubb** or any other insurer before the **Period of Insurance**; or
    - (c) **Circumstance** of which the **Insured** first became aware before the **Period of Insurance**.
  - (10) directly or indirectly caused by, arising out of or in any way connected with any goods or products manufactured, distributed, supplied, sold, installed, repaired, maintained, treated, assembled or processed by or on behalf of any **Insured**.
  - (11) brought or maintained by or on behalf of:
    - (a) any **Insured** or parent company of any **Insured**; or
    - (b) any entity within the same group of companies as the **Insured**; or
    - (c) any person who, at the time of the act, error or omission giving rise to the **Claim** is a **Relative** of any **Insured**; or
    - (d) any entity operated or controlled by any **Insured** or **Relative** of the **Insured**; or
    - (e) any entity in which an **Insured** has a **Financial Interest**,

unless such **Claim** originates from an independent third party claimant.
  - (12) directly or indirectly caused by, arising out of or in any way connected with:
    - (a) any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public authority; or
    - (b) any 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), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including with the intention to influence any government and/or put the public, or any section of the public, in fear.
  - (13) directly or indirectly caused by, arising out of or in any way connected with the ownership, rental leasing, operation, use, loading or unloading, by on behalf of or at the direction of the **Insured**, of cranes, bulldozers or heavy equipment of any kind.
  - (14) directly or indirectly caused by, arising out of or in any way connected with the cost to repair or replace faulty construction workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed by the **Insured**, including the cost of any materials, parts or equipment furnished in



connection therewith.

- (15) directly or indirectly caused by, arising out of or in any way connected with the infringement of a copyright, patent or trademark.
- (16) for punitive, exemplary or multiplied damages, or statutory assessments, or any civil, administrative or criminal fines or penalties, or the return or reimbursement of legal fees, costs or expenses.
- (17) directly or indirectly caused by, arising out of or in any way connected with the allegation that physical materials were substituted with materials of a lesser value in order to save cost.
- (18) made against any consultant, contractor, subcontractor or agent of the **Insured**.
- (19) directly or indirectly caused by, arising out of or in any way connected with any failure to effect or maintain insurance by an **Insured**.
- (20) directly or indirectly caused by, arising out of or in any way connected with any prosecution, inquiry, hearing, commission or other investigation in relation to the **Insured** falling to be properly licensed, registered or accredited to conduct the **Business**, in connection with the **Project**, as required by any law or other regulation including industry codes of practice.
- (21) for internal or overhead expenses of the **Insured** or the cost of any **Insured's** time.
- (22) directly or indirectly caused by, arising out of or in any way connected with any day-to-day site administration and any design change which has not been approved by the **Insured**.
- (23) directly or indirectly caused by, arising out of or in any way connected with any tender process.
- (24) directly or indirectly caused by, arising out of or in any way connected with any project cost overrun.
- (25) directly or indirectly caused by, arising out of or in any way connected with any pure and/or consequential economic loss.

- 4.2 Chubb** shall not be deemed to provide cover and **Chubb** shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Chubb**, or its parent or affiliate or ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions laws or regulations of the European Union, United Kingdom, Taiwan or United States of America.

## Chubb Elite FraudProtector Insurance Policy

### 承保範圍 What has gone wrong

You have suffered a loss because of:-

- a. **employee dishonesty,**
- b. **theft,**
- c. **computer crime,**
- d. **counterfeiting, or**
- e. **forgery.**

### 除外不保事項 What is not covered

We will not pay loss consisting of or which is due to:-

- a) fines, penalties or damages for which you are legally liable except for compensatory damages arising from a loss covered by this insurance.
- b) any errors and omissions committed or omitted by you or your **employees** except for any errors and omissions giving rise to a loss covered by this insurance.
- c) any loss that you have **discovered** before the commencement of the **policy period**.
- d) loss caused by or involving any person who owns or controls more than 10% of your issued share capital.
- e) loss caused by an **employee** after you became aware that they have committed acts of fraud, dishonesty, or criminal damage. This exclusion will not apply if the person who **discovers** such acts is in collusion with the **employee**.
- f) costs (including internal costs or salaries) and expenses which you incur to establish the existence or value of a loss, to prosecute or defend legal proceedings or for any recall costs, except for the auditor's fees and investigative costs and legal fees agreed under *What does the policy pay*.
- g) loss of confidential information, though we will cover loss where confidential information has been used to help to commit an act covered by this insurance.
- h) damage or destruction to any premises which you own or occupy for the purposes of conducting your business.
- i) indirect or consequential loss.
- j) income or profit (including but not limited to interest and dividends).
- k) any sort of nuclear reaction, nuclear radiation or radioactive contamination.
- l) any armed struggle, civil unrest or conflict or any act or order of any government or public or local authority.
- m) any loss recoverable under any other insurance or which would have been recoverable but for the existence of this policy or but for a breach of a warranty term or condition of such other insurance unless in excess of the limit of indemnity of that insurance.

- n) loss resulting directly or indirectly from any credit arrangement, **false accounting**, trading in **securities**, commodities, futures, options, currencies, foreign exchange or the like unless the loss is a result of **employee dishonesty**, which results in the **employee** making an improper financial gain other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pension or any other employment benefits. For the purposes of this policy **false accounting** means the creation, recording or concealment of financial results or transactions with the intention of giving, or which results in, a misleading or deceptive statement of your financial condition.
- o) extortion unless caused by **employee dishonesty** or **computer crime**.

### Chubb Elite FraudProtector Insurance Policy Associated Companies Exclusion

It is understood and agreed that the definition of **Insured** is deleted in its entirety and replaced with the following:

**Insured** means the **policyholder** and is deemed to include:-

- a) all subsidiary existing at or before the inception date (or subsequent renewal date) and in respect of the **policyholder** has included in the proposal form.
- b) any subsidiary acquired or created after the inception date (or subsequent renewal date) from the date of such acquisition or creation provided that the gross annual turnover of any such entity and the combined figure for all such entities do not exceed 25% of the gross annual turnover you declared to us in the proposal form. If the gross annual turnover does exceed this figure then you should advise us within sixty days of the acquisition date and we will decide any additional premiums or conditions that should be applied.
- c) pension fund and employee welfare fund which you maintain on behalf of your **employees** and in respect of which you have submitted a proposal form. Payments for any loss will be made direct to the fund.

In all other respects this policy remains unaltered.

### Chubb Elite FraudProtector Insurance Policy Auditor Fee Extension

It is understood and agreed that the following paragraph under the Section of "**What does the policy pay**" is deleted in its entirety.

"We will also pay for any auditor's fees or investigative costs (other than internal costs or salaries) incurred by you with our prior written consent in order to identify and to quantify loss covered by this insurance; and, any legal fees incurred by you in defending any demand, claim or legal proceeding resulting from a loss covered by this insurance. Such payment will be part of the **sum insured**."

Further, the deleted paragraph is replaced by the following.

"We will also pay for any auditor's fees or investigative costs (other than internal costs or salaries) incurred by you with our prior written consent in order to identify and to quantify loss covered by this insurance; and, any legal fees incurred by you in defending any demand, claim or legal proceeding resulting from a loss covered by this insurance. The amount that we will pay in respect of such fees is subject to the sub-limit of [NTD/USD \_\_\_\_\_]. This sub-limit is part of and not in addition to the **sum insured**."

In all other respects this policy remains unaltered.

### Chubb Elite FraudProtector Insurance Policy Employee Dishonesty Covered Only Clause

It is understood and agreed that Section "**What has gone wrong**" of this policy is deleted in its entirety and replaced with the following:

**What has gone wrong** You have suffered a loss because of:-

- a. **employee dishonesty**

In all other respects this policy remains unaltered.

### Chubb Elite FraudProtector Insurance Policy Loss Payee Clause

It is hereby understood and agreed that:

1. At the written request of You, any payment in satisfaction of loss covered by this policy involving **money**, **securities** or property in which \_\_\_\_\_ has an interest will be paid by an instrument issued to that organisation and the **policyholder** as joint loss payees, subject to the following conditions and limitations:
  - a. This policy is for the sole use and benefit of You. The organisation named above will not be considered as an **Insured** under this policy, nor will it otherwise have any rights or benefits under this policy.
  - b. Notwithstanding any payment made under the terms of this Clause or the execution of more than one of such similar Clause, the amount paid for any one loss or otherwise in accordance with the terms of this policy will not exceed the **sum insured** specified in item 3 of the Schedule to this policy.
  - c. Nothing herein is intended to alter the terms, conditions and limitations of this policy.
2. If this policy is cancelled, reduced, non-renewed or restrictively modified by us, we will endeavour to give thirty

(30) days advance notice to the organisation named above, but failure to do so will not impair or delay the effectiveness of any such cancellation, reduction, non-renewal or restrictive modification, nor will we be held liable in any way.

3. If this policy is cancelled or reduced at the request of You, we will endeavour to notify the organisation named above of such cancellation or reduction within ten (10) business days after receipt of such request, but failure to do so will not impair or delay the effectiveness of such cancellation or reduction, nor will we be held liable in any way.

In all other respects this policy remains unaltered.

#### Chubb Elite FraudProtector Insurance Policy No Auditor Fee Extension Clause

It is understood and agreed that the following paragraph under the Section of "**What does the policy pay**" is deleted in its entirety.

"We will also pay for any auditor's fees or investigative costs (other than internal costs or salaries) incurred by you with our prior written consent in order to identify and to quantify loss covered by this insurance; and, any legal fees incurred by you in defending any demand, claim or legal proceeding resulting from a loss covered by this insurance. Such payment will be part of the **sum insured**."

In all other respects this policy remains unaltered.

#### Chubb Elite FraudProtector Insurance Policy Outsourcing Endorsement

Notwithstanding anything herein contained, the term **employee** as defined under **The meaning of policy terms** under this policy is extended to include any employee, director or officer of any company authorized and retained by you to perform your regular services (including but not limited to accounting, computing or payroll services) which you outsourced to such company under a written contract.

To the extent that a director of such company is an employee he/she will only be covered whilst performing acts coming within the scope of the usual duties of an **employee**.

In all other respects this policy remains unaltered.

#### Chubb Elite FraudProtector Insurance Policy Aggregate Limit Endorsement

It is understood and agreed that the following paragraph under the Section of "**What does the policy pay**" is deleted in its entirety.

"Payment of any loss will not reduce our liability for other loss. However, our maximum liability for any single loss will not exceed the amount specified as the **sum insured**. All loss flowing from the acts of the same person or group of persons in collusion will be a single loss. This will be the case whether such loss involves one or more of the problems a) to e) set out under *What has gone wrong*, involves one or more incidents of loss or is sustained in one or more **policy periods**."

Further, the deleted paragraph is replaced by the following:

"Our maximum liability for any losses will not exceed the amount specified as the **sum insured**. All loss flowing from the acts of the same person or group of persons in collusion will be a single loss. This will be the case whether such loss involves one or more of the problems a) to e) set out under *What has gone wrong*, involves one or more incidents of loss or is sustained in one or more **policy periods**."

In all other respects this policy remains unaltered.

#### Chubb Elite FraudProtector Insurance Policy Specific Entities endorsement

It is understood and agreed that the section entitled "**The meaning of policy terms**" is amended as follows:

1. The definition of **Insured** excludes the following entities in its entirety:
  - a. **[insert entity]**
2. The definition of **Insured** includes **[insert entity]**.

In all other respects this policy remains unaltered.

#### Chubb Elite FraudProtector Insurance Policy Global Insurance Program Endorsement

##### **Insuring Agreement**

We shall indemnify the **Named Insured** in respect of sums equal to any payments for the direct financial loss sustained by your subsidiary that, solely as a result of any of the following circumstances, such subsidiary claims from the **Named Insured** in a **Demand**:

- A. Where a **Local Policy** is required by applicable law but prior to the incurring of loss by an **Insured** such a policy had not in fact been issued; or
- B. Where a **Local Policy** had been issued but, for any reason, did not pay the loss; or
- C. Where a **Local Policy** had been issued but its limit of liability becomes exhausted by payments made in part

satisfaction of loss.

### Chubb Elite FraudProtector Insurance Policy Retroactive Date Exclusion

It is understood and agreed that the following paragraph is added to the Section of "What is not covered":

p) any loss that occurred before **[insert date]**.

In all other respects this policy remains unaltered.

### Chubb Elite FraudProtector Insurance Policy Tie In Limits Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The combined total aggregate limit of liability of all insurance covers and extensions provided under **[insert policy coverage]** of this policy and under **[insert policy coverage]** of all the policies listed below shall be **GBP [insert policy limit]**.

	COUNTRY	INSURER	POLICY NO.	NAMED INSURED
1)				

Accordingly, all payments made pursuant to all insurance covers and extensions of the policies listed above shall insofar as they erode the limit of liability of such policies, also erode the limit of liability of this policy, because the limit of liability of each of the policies listed above shall be deemed to be part of and not in addition to the limit of liability of this policy.

Nothing contained in this endorsement shall increase either (a) the limit of liability of any policy listed above; or (b) the limit of liability of this policy.

In all other respects this policy remains unaltered.

### Chubb Elite FraudProtector Insurance Policy Policy Period Extension Endorsement

It is understood and agreed that in consideration of the payment of an additional premium of \$**[insert amount]**, Item 2 of the Policy Schedule is amended to read as follows:

'Policy Period: From **[insert inception date of the original policy period]**  
To **[insert expiry date of the extension period]**  
both days inclusive at local standard time

Our maximum **sum insured** for all loss, as stated in item 3 of the Policy Schedule, shall remain unchanged.

In all other respects this policy remains unaltered.

### Chubb Elite FraudProtector Insurance Policy Direct Labors Exclusion

It is understood and agreed that the definition of **Employee** is deleted in its entirety and replaced with the following

**Employee** means a person in your regular service whom you compensate by wages, salary, fees and/or commissions and who you have the right to direct in the performance of this service.

To the extent that any of your directors, trustees or consultants are **employees** they will only be covered whilst performing acts coming within the scope of the usual duties of an **employee**.

Any student, secondee, volunteer or temporary personnel supplied by outside agencies will be deemed to be an **employee** whilst performing services which you have the right to direct.

Any professionally qualified lawyer retained by you, or any employee of such lawyer, will be deemed to be an **employee** whilst performing services on your behalf under the retainer.

Any trustee, administrator or committee members of any pension fund committee or employee welfare fund committee established by you and falling within the definition of **insured** is deemed to be an **employee**.

Cover in respect of **employees** will continue to apply for sixty days immediately following termination of their service.

Notwithstanding the above, the definition of **employee** does not include **employees** that are **direct laborers** **[if applicable, insert of Company's name]**.

For purpose of this endorsement, **direct laborers** should mean any **employee** who physically and directly work on the goods being produced and whose wages, salary, fee/or commission contribute to direct labor costs according to accounting principals.

**[if applicable, insert** In consideration of this Exclusion, the premium shown in item 7 of the schedule is reduced by

[insert amount].]

In all other respects this policy remains unaltered.

### Chubb Elite II FraudProtector Insurance Policy

#### 1. WHAT HAS GONE WRONG?(承保範圍)

You have suffered a loss because of:-

- a. an internal crime,
- b. an external crime, or
- c. a theft, physical loss or damage.

#### 2. WHAT IS NOT COVERED?(除外不保事項)

We will not pay loss consisting of or which is due to:-

- a) fines, penalties or damages for which you are legally liable except for compensatory damages arising from a loss covered by this insurance and, only where you have selected such extended cover, the contractual penalty cover as set out under Extensions to this policy.
- b) any loss that you have discovered before the commencement of the policy period.
- c) loss caused by or involving any person(s) who actively control(s) your business by virtue of their total or partial ownership of you.
- d) loss caused by an employee after you became aware that they have committed acts of fraud, dishonesty, or criminal damage. This exclusion will not apply if the person who discovers such acts is in collusion with the employee.
- e) any recall costs and expenses.
- f) damage or destruction to any premises which you own or occupy for the purposes of conducting your business
- g) indirect or consequential loss other than as may be agreed under the Extensions.
- h) income or profit.
- i) loss of confidential information, though we will cover loss where confidential information has been used to help to commit an act covered by this insurance.
- j) loss resulting directly or indirectly from any credit arrangement, false accounting, trading in securities, commodities, futures, options, currencies, foreign exchange or the like unless the loss is a result of internal crime, which results in an employee or another person or organisation in collusion with such employee making an improper financial gain other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pension or any other employment benefits.
- k) any loss caused by an employee unless covered under internal crime.

### Chubb Elite II FraudProtector Insurance Policy Aggregate Limit Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

It is understood and agreed that section 10, "Each Loss Limit" is deleted in its entirety and replaced with the following:

"Payment of any loss will not reduce our liability for other loss. However, our maximum liability for any and all losses will not exceed the amount specified as the **sum insured**. This will be the case regardless of whether the loss is sustained during the **policy period** and/or during a period prior to the **policy period**. All loss flowing from the acts of the same person or group of persons in collusion will be a single loss. This will be the case whether such loss involves one or more of the problems a) to c) set out under section 2, "What has gone wrong", involves one or more incidents of loss or is sustained in one or more **policy periods**.

Regardless of the number of years that this policy is in force, of whether it is or may be renewed and of the number of premiums paid, the **sum insured** shall not be cumulative from year to year or period to period. By accepting this policy, **you** are considered to have given notice to us cancelling any prior policy issued by us."

In all other respects this policy remains unaltered.

### Chubb Elite II FraudProtector Insurance Policy Specific Entities Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

It is understood and agreed that the definition of **Insured** in section 11(l), "MEANING OF THE POLICY TERMS" is to

include the following:

- v) The definition of **Insured** excludes the following entities:  
[insert entity]
- vi) The definition of **Insured** includes the following entities:  
[insert entity]

In all other respects this policy remains unaltered.

#### Chubb Elite II FraudProtector Insurance Policy **Associated Companies Exclusion**

It is understood and agreed that the definition of Insured in section 11, Meaning of the Policy Terms, is deleted in its entirety and replaced with the following:

Insured means the policyholder and is deemed to include:-

- i) all subsidiary existing at or before the inception date (or subsequent renewal date) and in respect of which we have received a proposal form.
- ii) any subsidiary acquired or created after the inception date (or subsequent renewal date) from the date of such acquisition as agreed under *Extensions*.
- iii) any subsidiary who ceases for any reason to be a subsidiary during the policy period for any internal crime, external crime or theft, physical loss or damage which occurs prior to the date of cessation.
- iv) any plan which you maintain on behalf of your employees other than any plan organised under the rules or regulations of the Employment Retirement Income Security Act of 1974 (USA) and any amendment thereto.

In all other respects this policy remains unaltered.

#### Chubb Elite II FraudProtector Insurance Policy **Premium Payback Clause**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

It is understood that 【 insert the loss notification provided by policyholder】

In the event of any notification of loss confirmed as a covered loss under this policy, a【insert percentage】additional premium calculated based on the current policy annual premium shall be paid by **you** to us. Such additional premium should be deemed due immediately within 30 days after the loss is confirmed covered.

It further understood and agreed that the aforementioned, subject to policy terms, conditions and exclusions, does not in any way commit us to any liability and is not to be construed that said loss is payable under the policy.

In all other respects this policy remains unaltered.

#### Chubb Elite II FraudProtector Insurance Policy **Retroactive Date Exclusion**

It is understood and agreed that the following paragraph is added to the Section of "**What is not covered**":

- l) any loss that occurred before **[insert Date]**.

In all other respects this policy remains unaltered.

#### Chubb Elite II FraudProtector Insurance Policy **GLOBAL INSURANCE PROGRAM ENDORSEMENT**

##### 承保範圍

Notwithstanding anything contained herein to the contrary:

- A. Where a **Local Policy** is required by applicable law but prior to the incurring of a **Subsidiary Loss** such a policy had not in fact been issued; or
- B. Where a claim in respect of the **Subsidiary Loss** is made under a **Local Policy** and is rejected as not being within its policy terms and conditions ("**DIC cover**"); or
- C. Where a **Local Policy** had been issued but its limit of indemnity becomes exhausted by payments made in part satisfaction of a **Subsidiary Loss** ("**DIL cover**"),

the cover under this policy is provided to the **Policyholder** only for its **Insured Loss** on the terms set out in this endorsement.

不保事項詳主保險契約約定。

### Prior Act cover for Acquisitions

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

It is understood and agreed that this policy shall cover any loss of [insert name of entity] resulting from acts committed prior to the date of acquisition by the Insured.

The date of acquisition is [insert date].

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy

#### 1. WHAT HAS GONE WRONG?(承保範圍)

You have suffered a loss because of:-

- a. an internal crime, or
- b. an external crime, or
- c. a theft, or
- d. physical loss or damage.

#### 2. WHAT IS NOT COVERED?(除外不保事項)

We will not pay loss consisting of or which is due to:-

- a) fines, penalties or damages for which you are legally liable except for compensatory damages arising from a loss covered by this insurance and, only where you have selected such extended cover, the contractual penalty cover as set out under Extension 5(a) to this policy.
- b) any loss that you have discovered before the commencement of the policy period.
- c) loss caused by or involving any person(s) who actively control(s) your business at the time such loss is sustained.
- d) loss caused by an employee after you became aware that they have committed acts of fraud, dishonesty, or criminal damage. This exclusion will not apply if the person who discovers such acts is in collusion with the employee.
- e) any recall costs and expenses.
- f) damage or destruction to any premises, or content, fixtures or fittings within the premises, or loss resulting from fire, flood or earthquake.
- g) indirect or consequential loss, other than as may be agreed under section 5, Extensions.
- h) income or profit.
- i) loss of confidential information, though we will cover loss where confidential information has been used to help to commit an act covered by this insurance.
- j) loss resulting directly or indirectly from any credit arrangement, false accounting, trading in securities, commodities, futures, options, currencies, foreign exchange or the like unless the loss is a result of internal crime, which results in an employee or another person or organisation in collusion with such employee making an improper financial gain other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing pension or any other employment benefits.
- k) any loss caused by an employee unless covered under internal crime.

### Chubb Elite III fraudProtector Insurance Policy Associated Companies Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of indemnity and exclusions of the policy):

The definition of:

1. **Associated Company** in section 11, Meaning of the Policy Terms, is deleted in its entirety.
2. **Insured** in section 11, Meaning of the Policy Terms, is deleted in its entirety and replaced with the following:  
**Insured** means the **policyholder** and is deemed to include:-
  - i) all **subsidiary** existing at or before the inception date (or subsequent renewal date) and in respect of which we have received a proposal form.
  - ii) any **subsidiary** acquired or created after the inception date (or subsequent renewal date) from the date of such acquisition as agreed under *section 7(c), Your Obligations to Us: Automatic Acquisitions..*
  - iii) any **subsidiary** who ceases for any reason to be a **subsidiary** during the **policy period** for any **internal crime, external crime, theft, or physical loss or damage** which occurs prior to the date of cessation.
  - iv) any **plan** which **you** maintain on behalf of **your employees** other than any plan organised under the rules or regulations of the Employment Retirement Income Security Act of 1974 (USA) and any amendment

thereto.

In all other respects this policy remains unaltered.

**Chubb Elite III fraudProtector Insurance Policy  
Co-Insurance And Claims Co-Operation Endorsement**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions and limits of indemnity and exclusions of the policy):

(i) Each reference to "We" within the policy shall be deemed to refer to the following Co-Insurers.

Insurer	Proportion %
(referred to in this Endorsement as Lead Insurer)	

(ii) The insurance coverage provided by each Co-Insurer:

(a) is subject to the Proposal Form, the Schedule, the general terms and conditions and the Exclusions provisions and other terms of this Policy, or as may be subsequently varied by mutual agreement;

(b) is limited solely to the proportion of covered loss shown against its name; and

(c) is several and not joint. Each Co-Insurer is not responsible for the proportion of any other Co-Insurer who for any reason, does not satisfy all or part of its obligations.

(iii) The total liability of all the Insurer shall not exceed the **Sum Insured** stated in Item 4 (i) of the Schedule, or such other amount as may be substituted by an endorsement signed by or on behalf of each Co-Insurer.

(iv) The Lead Insurer and each Co-Insurer agree that:

(a) the Lead Insurer shall give to each Co-Insurer written notice of any direct financial loss and/or legal fees and expenses as soon as practicable, but no later than ten (10) business days after the Lead Insurer first received such notification;

(b) each Co-Insurer shall have the right and shall be given the opportunity to effectively associate with the Lead Insurer in the investigation, adjustment and settlement, including but not limited to the negotiation of a settlement, of any direct financial loss and/or legal fees and expenses.

(c) the Lead Insurer shall not admit liability, assume any contractual obligation with respect to, or settle any direct financial loss and/or legal fees and expenses, without the prior written consent of each Co-Insurer, which consent shall not be unreasonably withheld. A Co-Insurer shall not be liable for any settlement, assumed obligation or admission to which it has not consented.

(d) The Lead Insurer (being the first Co-Insurer identified below) has been duly authorized by such Co-Insurer to sign this policy and endorsements on their behalf.

In all other respects this Policy remains unaltered.

Co-Insurer: Insurance Company of North America, Taiwan Branch

Proportion:

Ref. No:

-----

Signature/ Company Stamp

Co-Insurer:

Proportion:

Ref. No:

-----

Signature/ Company Stamp

**Chubb Elite III fraudProtector Insurance Policy  
Interlocking of Limits Endorsement**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The combined total aggregate **sum insured** that we shall be liable to pay for all direct financial loss, loss and/or other benefits payable to all **insureds** arising out of all losses, sustained by all **insureds** under all insurance covers combined involving both this policy and also policy number \*insert policy number\* is \*insert limit of policy\*.

This Endorsement does not increase the **sum insured** of this policy or the limit of liability of any other policy.



In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Social Engineering Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

A. It is understood and agreed that there is no cover under the definition of **External Crime** for loss as a result of **Social Engineering Fraud**.

B. Clause 11. **Meaning of the Policy Terms** is amended by adding the following:

**Social Engineering Fraud** means:

- i) an act or acts by a **fake person**, acting alone or in collusion with others, of taking **your property, money or securities** with the intention of permanently depriving **you** of its use, which is committed by means of the **fake person** deceiving an **employee** into transferring, paying or delivering that **property, money or securities**; or
- ii) a **computer crime or network crime** which involves a person other than an **employee** deceiving an **employee** into providing any security detail for operating or having access to an account held by **you** with a bank or any other financial institution.

**Fake Person** means a person purporting or claiming to be, or impersonating:

- i) an **employee** authorised to instruct other **employees** to transfer, pay or deliver **property, money or securities**; a **vendor**; or
- ii) a **client**, but who is not such **employee, vendor or client**.

**Vendor** means a person that provides, or has provided, goods or services to **you** under a legitimate pre-existing arrangement or written agreement.

C. Clause 2. **What has gone wrong?** is deleted and replaced with:

#### **2. What has gone wrong?**

**You** have suffered a loss because of:

- a. an **internal crime**;
- b. an **external crime**;
- c. a **theft**;
- d. **physical loss or damage**; or
- e. a **social engineering fraud**.

D. Clause 3. **What does the policy pay?** is deleted and replaced with the following:

#### **3. What does the policy pay?**

We will pay up to the **sum insured** for loss (as described below) which **you** suffer as a result of an act or acts described under *What has gone wrong*, but we will not pay for loss referred to under *What is not covered*.

The loss that we will pay must be direct financial loss sustained by **you** anywhere in the world in connection with a single act or series of related, continuous or repeated acts of:

- a. an **internal crime**;
- b. an **external crime**;
- c. a **theft**;
- d. **physical loss or damage**; or
- e. a **social engineering fraud** committed by persons who are not **your employees**.

The loss will include the direct financial loss sustained by a **client** which is **discovered** during the **policy period**, or the **discovery period**, as a result of **you** suffering an **internal crime**, or an **external crime** or a **theft** or **physical loss or damage**, or **social engineering fraud** and where **you** have responsibility for the care, custody and control of the **money, securities** or **property** of any **client**, unless caused by an **employee** in collusion with a **client** or any employee thereof.

The loss must be sustained prior to the end of the **policy period** and be **discovered** and notified by **you** during the **policy period** or the **discovery period**, if applicable.

In respect of a direct financial loss resulting from a **social engineering fraud**, we will pay up to [USD], which is part of the **sum insured** and **you** must pay the **excess** for each loss.

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Retroactive Date Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of indemnity and exclusions of the policy):

The following is added to Section 6, "WHAT IS NOT COVERED?":

We will not pay loss consisting of or which is due to any loss resulting from or attributable to any actual or alleged

acts, omissions, transactions, circumstances or events which occurred or commenced prior to the **retroactive date** or any acts being part of an inter-related series of such acts where one or more of the acts in that series occurred or commenced prior to the **retroactive date**.

For the purpose of this endorsement, it is agreed that the following definition is added to Section 11, "MEANING OF THE POLICY TERMS":

**Retroactive Date** means [Insert Date].

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Specific Entities Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The definition of **Insured** in section 11(o), "MEANING OF THE POLICY TERMS" is amended as follows:

- v) The definition of **Insured** excludes the following entities and their **subsidiaries**:  
[insert entity]
- vi) The definition of **Insured** includes the following entities and their **subsidiaries**:  
[insert entity]

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Direct Labors Exclusion

It is understood and agreed that the definition of **Employee** is deleted in its entirety and replaced with the following

**Employee** means a person in **your** regular service whom **you** compensate by wages, salary, fees and/or commissions and who **you** have the right to direct and control in the performance of this service, including:

- i) any of **your** directors, trustees or consultants whilst performing acts coming within the scope of the usual duties of an **employee**.
- ii) any temporary personnel supplied by outside agencies, students, secondees, or volunteers whilst performing services for **you**.
- iii) any contractor but only when performing acts coming within the scope of the usual duties of an **employee** and only limited to services he is contracted to supply.
- iv) any professionally qualified lawyer retained by **you**, or any employee of such lawyer, whilst performing services on **your** behalf under the retainer.
- v) any trustee, fiduciary, administrator or officer of any **plan** established by **you** and falling within the definition of **insured**.
- vi) any of **your** retired **employees** working under written contracts.
- vii) any **employee** for a period of ninety days immediately following termination of their service unless termination of their employment was as a result of an **internal crime** which would have been covered under this or a similar policy of insurance.
- viii) any **employee** whom **you** are unable to identify but who has caused **you** to sustain a loss provided that the evidence submitted demonstrates on the balance of probabilities that the loss was due to an act of an **employee** despite not being identifiable by name.

Notwithstanding the above, the definition of **employee** does not include **employees** that are **direct laborers** of [[**if applicable**, insert entity].

For purpose of this endorsement, **direct laborers** should mean any **employee** who physically and directly work on the goods being produced and whose wages, salary, fee/or commission contribute to direct labor costs according to accounting principles.

**[if applicable**, In consideration of this Exclusion, the premium shown in item 7 of the schedule is reduced by US\$.]

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Prior Act cover for Acquisitions

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions,

limits of liability and exclusions of the policy):

[In consideration of the payment of an additional premium of [insert additional premium],] it is understood and agreed that this policy shall cover any loss of [insert entity] resulting from acts committed prior to the date of acquisition by the **Insured**.

The date of acquisition is [insert date].

Provided that **Insured** must disclose to us all facts and matters inquired by us and ensure the information given to us are complete, accurate and not misleading.

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Specific Matter Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Notwithstanding any provision in the policy to the contrary, in consideration of the payment of an additional premium of [insert amount] , the policy will cover the loss **discovered by you** after [insert date] for the loss sustained by [insert entity and its **subsidiaries**].

For the purpose of this endorsement, we will not pay for the loss resulting from or attributable to any actual or alleged acts, omissions, transactions, circumstances or events which occurred or commenced prior to [insert date] or any acts being part of an interrelated series of such acts, where one or more of the acts in that series occurred or commenced prior to [insert date].

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Associated Companies & Subsidiary Exclusion

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of indemnity and exclusions of the policy):

The definition of:

**Insured** in section 11, Meaning of the Policy Terms, is deleted in its entirety and replaced with the following: **Insured** means the **policyholder**. The terms of subsidiary or **associated company** are of no further effect under the policy.

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Specific Project endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The section entitled "**What has gone wrong?**" is amended as follows:

**2. You** have suffered a loss because of:-

- a) an **internal crime**, or
- b) an **external crime**, or
- c) a **theft**, or
- d) **physical loss or damage**,

arising from [insert specific contract or project].

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Specified Insured Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions,

limits of liability and exclusions of the policy):

The definition of **Insured** in section 11(o), "MEANING OF THE POLICY TERMS" is deleted entirely and replaced by the following:

- o) **Insured** means the **policyholder** and is deemed to include:  
[insert company names]

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Retroactive Date Exclusion for Specific Entity

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the following entity (including its **Subsidiaries**), we will not pay for the loss resulting from, attributable to or in connection with any actual or alleged acts, omissions, transactions, circumstances or events which occurred or commenced prior to the retroactive date specified below, or any acts being part of an interrelated series of such acts, where one or more of the acts in that series occurred or commenced prior to such date specified below.

Entity  
[Insert Entity]

Retroactive Date  
[Insert Date]

In all other respects this policy remains unaltered.

### Chubb Elite III fraudProtector Insurance Policy Company Deemed To Be A Subsidiary

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

For the purposes of this policy, [insert company name] is deemed to be a **Subsidiary** of the **Policyholder**.

In respect of [insert company name], we will not pay loss consisting of or which is due to any loss resulting from or attributable to any actual or alleged acts, omissions, transactions, circumstances or events which occurred or commenced prior to [insert date] or any acts being part of an inter-related series of such acts where one or more of the acts in that series occurred or commenced prior to [insert date].

In all other respects this policy remains unaltered.

### Chubb Elite II fraudProtector Excess Insurance Policy

#### Insuring clause

- 1.1 **The Insurer will provide insurance coverage to the Insureds during (a) the Policy Period and (b) the Discovery Period if applicable, up to the Limit of Indemnity excess of the Underlying Limit.**
- 1.2 **The insurance as provided by this policy will attach:**
- (a) as excess cover, but only after **Exhaustion** of the **Underlying Limit**, or
  - (b) as primary cover, subject to the remaining amount of the **Limit of Indemnity**, but only after **Exhaustion** of the **Underlying Limit**. Such primary cover will only be available for covered losses which have not contributed to the **Exhaustion** of the **Underlying Limit** and will be subject to any deductible specified in the **Primary Policy**.
- 1.3 **Except as may be otherwise provided by this policy, this policy:**
- (a) is subject to the same terms, conditions, and limitations as are contained in or as may be added to the **Primary Policy** and, to the extent coverage is further limited or restricted thereby, to any other **Underlying Policies**. In no event will this policy grant broader coverage than would be provided by any of the **Underlying Policies**.
  - (b) covers only losses discovered and notified to the **Insurer**, during the **Policy Period** or, if applicable, the **Discovery Period**.

#### Exclusions

- 4.1 Prior Acts

The **Insurer** will not pay for any loss:

- (a) first discovered prior to the inception date of the **Policy Period**; or
- (b) first discovered after the expiry of the **Policy Period** or any applicable **Discovery Period**; or
- (c) notified in whole or in part to a prior insurer.

### Chubb Elite II fraudProtector Excess Insurance Policy Co-Insurance And Claims Co-Operation Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of indemnity and exclusions of the policy):

(i) Each reference to "**Insurer**" within the policy shall be deemed to refer to the following Co-Insurers.

Insurer	Proportion %
[Insert Name of Lead Insurer].	[Insert Amount]%

(referred to in this Endorsement as Lead Insurer)

[Insert Name of Other Co-Insurer]	[Insert Amount]%
-----------------------------------	------------------

(ii) The insurance coverage provided by each Co-Insurer:

- (a) is subject to the Proposal Form, the Schedule, the general terms and conditions and the Exclusions, provisions and other terms of this Policy, or as may be subsequently varied by mutual agreement;
- (b) is limited solely to the proportion of covered loss shown against its name; and
- (c) is several and not joint. Each Co-Insurer is not responsible for the proportion of any other Co-Insurer who for any reason, does not satisfy all or part of its obligations.

(iii) The total liability of all the Insurer shall not exceed the **Limit of Indemnity** stated in Item 3 of the Schedule or such other amount as may be substituted by an endorsement signed by or on behalf of each Co-Insurer.

(iv) The Lead Insurer and each Co-Insurer agree that:

- (a) the Lead Insurer shall give to each Co-Insurer written notice of any direct financial loss and/or legal fees and expenses as soon as practicable, but no later than ten (10) business days after the Lead Insurer first received such notification;
- (b) each Co-Insurer shall have the right and shall be given the opportunity to effectively associate with the Lead Insurer in the investigation, adjustment and settlement, including but not limited to the negotiation of a settlement, of any direct financial loss and/or legal fees and expenses.
- (c) the Lead Insurer shall not admit liability, assume any contractual obligation with respect to, or settle any direct financial loss and/or legal fees and expenses, without the prior written consent of each Co-Insurer, which consent shall not be unreasonably withheld. A Co-Insurer shall not be liable for any settlement, assumed obligation or admission to which it has not consented.
- (d) The Lead Insurer (being the first Co-Insurer identified below) has been duly authorized by such Co-Insurer to sign this policy and endorsements on their behalf.

In all other respects this Policy remains unaltered.

### Export Credit Insurance (Risks Attaching)

#### Insuring clause

In consideration of the payment of the Premium, subject to the statements made to the Company by the Insured and in strict accordance with the Policy Schedule and endorsements made as part of the Policy and its terms and conditions, the Company agrees to indemnify the Insured for the Insured Percentage of Loss in excess of the Deductible, incurred in connection with Eligible Shipments and caused directly by Insolvency, Default, Transfer Loss, Government Action or War, up to the applicable Limits of Liability.

#### Exclusions

The following Losses are excluded and no indemnity shall be payable under the Policy in respect of any Loss caused by any of the following:

1. Wrongful, wilful or dishonest acts and/or omissions of the Insured or its agents.
2. Disputes between the Insured and the Buyer, unless and until each dispute shall have been finally resolved and the sum due to the Insured shall be a valid and legally enforceable indebtedness of the Buyer, bankruptcy trustee, liquidator, reorganizer or other legally appointed supervisor, or its successor in interest.
3. The failure of the Insured or its agents to comply with the applicable laws and regulations for the acquisition and transfer of Contract Currency.
4. Failure by the Insured or the Buyer to obtain any import or export license or other authorisation necessary for the performance of the Contract of Sale unless a previously valid import or export license or other authorisation

- has been withdrawn after the date of Shipment.
5. The failure of the Insured to fulfil any of the terms and conditions of the Contract of Sale with a Buyer.
  6. Insolvency or financial default of:
    - (a) any party except the Buyer; or
    - (b) any company and/or other entity in which the Insured has an ownership interest and/or a director or partner in common.
  7. Any contract with a publicly-owned entity of the country of the Insured, being the central government or one of its ministries, departments or agencies and/or a regional or local authority and/or a nationalised undertaking.
  8. Any Shipments made to any Buyer that, as at inception of the Policy,
    - (a) is Insolvent, or, unless otherwise agreed to in writing by the Company,
    - (b) is more than sixty (60) days overdue in any payment obligation to the Insured, or
    - (c) for whom the Insured has rescheduled or extended the Due Date of any payment obligation prior to inception of the Policy, or
    - (d) the Insured is aware to be in financial difficulties prior to inception of the Policy.
 Payment obligations that are disputed by the Buyer in writing will not be considered overdue for the purpose of this clause.
  9. Any Loss arising in any country not specified in the Policy Schedule or in an endorsement.
  10. Any debts that are purchased or otherwise acquired by the Insured from any entity unless agreed in writing by the Company and evidenced by an endorsement.
  11. Any Loss insured elsewhere.
  12. Any post-maturity, penalty or other interest accrued on balances unpaid after the original Due Date.
  13. Nuclear reaction or nuclear radiation or radioactive contamination.
  14. War between the People's Republic of China, France, the United Kingdom, the Russian Federation and/or the United States of America.

### Export Credit Insurance (Risks Attaching)

#### Amendment of Confirmation of Debt, Default and Invoicing Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

**B. Definitions 5. Confirmation of Debt** is hereby deleted in its entirety and replaced by the following:

**5. Confirmation of Debt** shall mean the following:

In the case of Insolvency:

- (a) written confirmation from the trustee in bankruptcy, liquidator or equivalent (as may be required by regulations in force in the Buyer's Country), of the amount ranking against the insolvent estate of the Buyer in respect of amounts owing to the Insured; or
- (b) written confirmation as at the date of appointment from the reorganizer or equivalent (as may be required by regulations in force in the Buyer's Country), of the amount shown as due to the Insured in the financial records of the Buyer.

In the case of Default:

A judgement or arbitration award in favour of the Insured from the appropriate court or arbitration tribunal having jurisdiction over the Buyer's (and Guarantor's if applicable) affairs and, unless otherwise agreed by the Company, evidence to the Company's satisfaction of action which the Insured has taken to enforce such a judgement.

Subject to prior written approval from the Company to proceed with legal action against the Buyer and/or the Guarantor, and/or to appoint an agreed collection agent to pursue the Loss.

If the full amount of the Loss or part of the Loss is not confirmed six (6) months after the receipt of a fully completed Claim Form by the Company, the Company will pay the Insured an indemnity subject at all times to the terms and conditions of the Policy and the following:

- (a) the amount owing to the Insured by the Buyer is not disputed by the Buyer;
- (b) the Insured has demonstrated to the Company that it has taken all available steps to obtain a judgement and/or it is actively pursuing a judgement;
- (c) Upon receipt and review of the Claim Form, at the Company's discretion, a loss adjuster may be appointed to review the validity of the claim in the absence of a Confirmation of Debt. The loss adjuster will report to the Company. The cost of the loss adjuster will be split equally between the Insured and the Company, and be collected by the Company as part of the Premium as detailed in the Policy Schedule;

- (d) The Company will review the loss adjuster's recommendation. The Company shall advise the Insured of its decision with respect to the liability and amount of the Loss. In the event that the policy covers the Loss, the Company will indemnify the Insured; the said indemnity shall be paid to the Insured within 30 days of receipt of the loss adjuster's recommendation;
- (e) Where the Company decides not to appoint a loss adjuster, the Company will ask the Insured to provide sufficient information, as agreed by the Company to establish the Loss, including but not limited to documentation proving that the goods and/or services under the claim were delivered to and accepted by the Buyer thus creating a valid and sustainable payment obligation of the Buyer in favour of the Insured;
- (f) Following indemnification, unless otherwise agreed by the Company in writing, the Insured must continue to pursue Confirmation of Debt. In any event, on a quarterly basis following indemnification, the Insured must report to the Company its progress in obtaining Confirmation of Debt;
- (g) if the amount finally confirmed is lower than the indemnity paid by the Company, the Insured will immediately refund the difference to the Company; and
- (h) Where any claim payment made by the Company is reduced due to the lack of a Confirmation of Debt, this does not affect the right of the Insured to obtain indemnity from the Company should a satisfactory Confirmation of Debt subsequently become available, subject to confirmation of liability by the Company and the terms and conditions of the Policy.

In the case of Transfer Loss:

Proof that the Buyer has deposited irrevocably at the Due Date into a bank in the Buyer's Country, the Local Currency equivalent of the amount of Loss and has completed the necessary transfer formalities.

In the Case of Government Action and War:

Where applicable, a judgment or arbitration award in favour of the Insured obtained from the appropriate court or arbitration tribunal, copies of relevant invoices, delivery notes, bills of lading, evidence of Shipment or other documentation that the Company may request from the Insured to substantiate the outstanding debt.

**B. Definitions 13. Default** is hereby deleted in its entirety and replaced by the following:

**13. Default** shall mean the failure of the Buyer including any guarantor to pay the amount owing under a Contract of Sale at the end of one hundred and twenty (120) days from the Due Date.

**D. Conditions Precedent 7. Invoicing** is hereby deleted in its entirety and replaced by the following:

**7. Invoicing**

The Insured shall invoice the Buyer, in respect of goods, within thirty (30) days of Shipment and, in respect of services, within thirty (30) days of rendering the service.

In all other respects this policy remains unaltered.

### **Chubb Elite Directors & Officers Excess Liability Insurance Policy**

**Insuring Clauses :**

A. The Insurer will provide insurance coverage to the Insureds during (1) the Policy Period and (2) the Discovery Period if applicable, up to the Limit of Liability excess of the Underlying Limit in accordance with the terms, conditions, and limitations of the Primary Policy and all the more restrictive terms, conditions, and limitations of Underlying Excess Policies, except as may be otherwise provided by this policy.

B. The insurance as provided by this policy shall attach:

- (a) as excess cover, but only after Exhaustion of the Underlying Limit, or
- (b) as primary cover, subject to the remaining amount of the Limit of Liability, but only after Exhaustion of the Underlying Limit. Such primary cover shall only be available for loss arising from Claims other than those which have led to Exhaustion of the Underlying Limit.

**Exclusion :**

The Insurer shall not be liable under this policy for any loss based upon, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the Company, any of its Subsidiaries, an Outside Entity or an Insured and issued or otherwise begun on or before the Pending or Prior Date shown in Item 3 of the Schedule, or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings.

## Chubb Elite Directors & Officers Excess Liability Insurance Policy E163 Not following underlying endorsement

Notwithstanding anything to the contrary in this policy, it is understood and agreed that endorsement no. [insert Number of the endorsement] and no. [insert Number of the endorsement] of the Primary Policy [insert Name of the endorsement] and [insert Name of the endorsement] are deleted in its entirety.  
In all other respects this policy remains unaltered.

### 菁英版董監事暨重要職員超額責任保險

#### 1. 承保範圍

- A. 「本公司」將於(1)「保險期間」及(2)「發現期間」(如有適用)內,根據「基層保險」之條款、條件及限制,以及「先順位超額保險」內更為嚴格之條款、條件及限制,就「賠償請求」超過「先順位保險責任限額」的部分,於「責任限額」內對「被保險人」予以承保,惟倘本保險契約另有其他約定者,從其約定。
- B. 本保險契約所提供之保險應:
- (a) 作為超額保險,但僅以「先順位保險責任限額」已「用盡」以後,或者
  - (b) 作為基層保險,惟以「責任限額」之餘額為限,且僅於「先順位保險責任限額」已「用盡」以後。而作為基層保險時,承保範圍僅以非導致原「先順位保險責任限額」「用盡」之「賠償請求」為限。

#### 4. 除外不保事項

- 4.1 「本公司」就任何基於、肇因於或可歸因於下列情形之損失,不負擔任何責任:「被保險公司」、其任何「從屬公司」、「外部組織」或「被保險人」所涉及或繫屬中之任何訴訟、先前訴訟或其他法律程序(包括但不限於民事、刑事、法定及行政程序或官方調查程序),而其發動或開始係於「承保明細表」第三項所列之「賠案請求起算日」或該日之前,或被指控或所衍生之原因事實或事件,與繫屬中訴訟、先前訴訟或其他法律程序相同或實質相同者

## Time Charter (Excluding Bareboat & Demise Chartering) Insolvency & Default Insurance (Losses Occurring)

### Insuring clause

Whereas the Insured has entered into the Charter Party (including any Rider Clauses) in respect of the Time Charter contract with the Counterparty.

In consideration of the payment of the Premium, subject to the statements made to the Company by the Insured and in strict accordance with the Policy Schedule and endorsements made as part of the Policy and its terms and conditions, the Company agrees to indemnify the Insured for the Loss, provided that the Date of Loss occur during the Policy Period, incurred in connection with Settlement Exposure up to the Policy Limit of Liability and not exceeding the Maximum Indemnification Period and caused directly by Insolvency or Default of the Counterparty;

### Exclusions

The following Losses are excluded and no indemnity shall be payable under the Policy in respect of any Loss caused by any of the following:

1. Wrongful, wilful or dishonest acts and/or omissions of the Insured or its agents.
2. Disputes between the Insured and the Counterparty unless and until each dispute shall have been finally resolved and the sum due to the Insured shall be a valid and legally enforceable indebtedness of the Counterparty, its bankruptcy trustee, reorganizer, liquidator or other legally appointed supervisor, or its successor in interest.
3. The Counterparty being relieved from his obligation to pay or provide Hire in whole or in part, whether by reason of any off-hire provision in the Charter Party, frustration of the Charter Party, breach of the Charter Party by the Insured or otherwise.
4. The failure of the Insured to fulfil any of the terms and conditions of the Charter Party with a Counterparty.
5. Insolvency or financial default of:
  - (a) any party except the Counterparty; or
  - (b) any company and/or other entity in which the Insured has an ownership interest and/or a director or partner in common.
6. Any contract with a publicly-owned entity of the country of the Insured, being the central government or one of its ministries, departments or agencies and/or a regional or local authority and/or a nationalised undertaking.
7. Any liabilities arising from a Charter Party with any Counterparty that, as at inception of the Policy,
  - (a) is Insolvent, or,
  - unless otherwise agreed to in writing by the Company,
  - (b) is more than sixty (60) days overdue in any payment obligation to the Insured, or
  - (c) for whom the Insured has rescheduled or extended the Due Date of any payment obligation prior to inception of the Policy, or
  - (d) the Insured is aware to be in financial difficulties prior to inception of the Policy.

Payment obligations that are disputed by the Counterparty in writing will not be considered overdue for the purpose of this clause.



8. Any Loss arising in any country not specified in the Policy Schedule or in an endorsement.
9. Any debts that are purchased or otherwise acquired by the Insured from any entity unless agreed in writing by the Company and evidenced by an endorsement.
10. Any Loss insured elsewhere.
11. Any post-maturity, penalty or other interest accrued on balances unpaid after the original Due Date.
12. Nuclear reaction or nuclear radiation or radioactive contamination.
13. War between the People's Republic of China, France, the United Kingdom, the Russian Federation and/or the United States of America.
14. Any Loss due to Rider 39 of the Charter Party.
15. Any Loss due to Rider 56 of the Charter Party, such list of countries to include any country subject to international sanctions imposed by either the United States of America, the European Union and/or the United Nations.

### Time Charter (Excluding Bareboat & Demise Chartering) Insolvency & Default Insurance (Losses Occurring)

#### Time Charter Endorsement

Following the execution of **[insert additional contract name]** to Charter Party Dated **[insert date]** for **[insert vessel name]** by the Additional Insured and the Counterparty (**[insert additional contract name]**), the Company hereby agrees to amend the Policy as follows:

- a) B. Definitions, Clause 1 is deleted and replaced by the following:  
Charter Party shall mean the written contract dated **[insert date]** used by the Additional Insured to evidence the contract made between the Additional Insured and the Counterparty for the Time Charter of the Vessel, including any Rider Clauses to the Charter Party dated **[insert additional contract name(s) and signed date(s)]**.
- b) B. Definitions, Clause 27 is deleted and replaced by the following:  
Rider Clause(s) shall mean any additional clauses, including **[insert additional contract name(s) and signed date(s)]** attaching to and forming part of the Charter Party and disclosed to the Company prior to the commencement of the Policy and **[insert additional contract name]** signed by Additional Insured and the Counterparty on date **[insert date]**.
- c) Maximum Terms of Payment as specified in the Policy Schedule is amended from **[insert terms of payment]** to **[insert terms of payment]** with effect from **[insert date]** in accordance with **[insert additional contract name(s) and signed date(s)]**;
- d) Premium as specified in the Policy Schedule is amended to **US\$[insert amount]** (including all applicable taxes), calculated as per **[insert name of attachment]** and payable as follows:  
**[insert number of instalment, premium and payment date]**
- e) **[insert name of attachment]** and all references to it are replaced by **[insert name of attachment]**.

This Endorsement applies only to the remaining insured period and after the effective date of this Endorsement. It attaches to and forms part of the Policy and is subject to the terms and conditions of the Policy. All other terms and conditions of the Policy shall remain unchanged and in full force.

#### Trade and Economic Sanctions Endorsement

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The Company shall not be deemed to provide cover, shall not be liable to pay any loss, or provide any benefit under this policy, to the extent that the provision of such cover, payment of such loss, or provision of such benefit would expose the Company, or the Company's parent, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the Republic of China (Taiwan) or the United States of America.

In all other respects this policy remains unaltered.

#### Co-Insurer Clause

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Any reference to the **Company** shall be deemed to refer to the following Co-Insurers, but in relation to each only to the extent of their proportion of total liability stated below. Each Co-Insurer's obligations are several and not joint and limited solely to the extent of the stated proportion. No Co-Insurer is responsible for the proportion of any other Co-Insurer who for any reason does not satisfy all or any part of its obligations. The Leading **Company** (being the first Co-Insurer identified below) has been duly authorised by such Co-Insurers to sign this policy and endorsements on their behalf.

**Co-Insurer:**

Proportion: %  
Ref. No:

## Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY

### Insuring Clauses

Chubb will pay to or on behalf of the Insured all Civil Liability Loss arising from any Claim first made against the Insured in the Policy Period or an applicable Discovery Period for Wrongful Acts of the Insured, or the conduct of any other person for which the Insured is legally responsible, while performing or failing to perform Professional Services.

### Exclusions

#### 4.1 Improper Conduct

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with the conduct of any **Insured** or of any person for whose actions the **Insured** is legally responsible which involves:

- (a) committing or permitting any wilful, knowing or reckless breach of duty or violation of any **Applicable Regulations**; or
- (b) committing or permitting any criminal, fraudulent or dishonest act or omission; or
- (c) profits made from the sale or purchase by the **Insured** of securities of the **Principal Organisation** within the meaning of Section 16(b) of the *Securities Exchange Act 1934 (USA)* and any amendment to this or any similar provisions in any other territory; or
- (d) any actual or attempted personal profit, secret profit or advantage gained by any **Insured** to which the **Insured** was not entitled.

This Exclusion only applies where such conduct has been established to have occurred by written admission or final adjudication.

For the purpose of determining the applicability of this Exclusion to an **Insured Person**, no conduct of, facts known to or knowledge possessed by any one **Insured** shall be imputed to any other **Insured Person**.

For the purpose of determining the applicability of this Exclusion to the **Principal Organisation**, only the conduct of, facts known to and knowledge possessed by any past, present or future chief executive officer, chief financial officer, chief operating officer, managing director, chairman, **Company Secretary**, chief legal officer or any person who holds an equivalent position, will be imputed to such **Principal Organisation**.

#### 4.2 Prior Matters

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with:

- (a) any **Claim** made, threatened or intimated against the **Insured** before the **Policy Period**; or
- (b) any litigation or other proceedings commenced against the **Insured** before the **Policy Period**; or
- (c) any fact, circumstance, act, omission or claim known or disclosed in the **Proposal** or of which notice has been given to any other insurer on or before the **Policy Period**; or
- (d) any **Prior Known Fact**.

#### 4.3 Insured versus Insured

Chubb will not pay for any **Civil Liability Loss** in connection with any **Claim** made by or on behalf of:

- (a) the **Insured**, any **Associated Person** or any of their successors or assigns; or
- (b) any entity that is operated or managed or controlled by such persons or entities referred to in (a) above. However this Exclusion shall not apply to:
  - (i) **Defence Costs** in respect of a covered **Claim**;
  - (ii) a **Claim** for contribution or indemnity by an Insured if such **Claim** results from another **Claim** which is covered under this **Policy**;
  - (iii) a **Claim** that is brought or maintained by any former **Insured Person**;
  - (iv) a **Claim** that is brought by an **Insured** solely in their capacity as a client or customer of the **Insured** which would otherwise be covered under this **Policy**, and is brought without the participation, solicitation, consent or assistance of any **Insured**.

#### 4.4 Pollution

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with:

- (a) any **Pollutants**; and/or
- (b) any radioactive, toxic, contaminating, explosive or other hazardous properties of nuclear or atomic operation, installation, reactor, assembly, component, device, weapon, material, fuel or waste from the combustion of nuclear fuel.

#### 4.5 Bodily Injury / Property Damage

Chubb will not pay for any **Civil Liability Loss** any way connected with any **Claim** for any bodily injury, sickness, disease, death, condition, emotional distress or nervous shock of any person; or for damage to or destruction of any tangible property including any claim for loss of use of such property.

This Exclusion does not apply to:

- (i) any **Claim** for libel, slander, defamation or injurious falsehood; or
- (ii) **Legal Representation Expenses**; or
- (iii) Extension 2.9 "Loss of Documents".

**4.6 Assumed Liability**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any liability assumed by any **Insured** pursuant to any guarantee, warranty, contract or agreement, which liability would not have otherwise attached to the **Insured** in the absence of such guarantee, warranty, contract or agreement.

**4.7 Guarantee or Warranty**

Chubb will not pay for any **Civil Liability Loss** resulting from any actual or alleged express guarantee or warranty provided by or on behalf of the **Insured** as to the performance of any investment or other item of value.

**4.8 Proprietary Risks**

Chubb will not pay for any **Civil Liability Loss** resulting from any proprietary trading loss; or any **Civil Liability Loss** where the Insured is acting on its own behalf or as principal.

**4.9 Failure to Hold Licence**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any failure by an **Insured** to hold any authorisation, licence or approval required by any **Applicable Regulations**.

**4.10 Lenders Liability**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with:

- (a) the operation or control of any entity or property that the **Insured** acquired as collateral security in connection with any loan, lease or extension of credit, or as a result of foreclosure or repossession in connection with any loan or extension of credit; or
- (b) any loan, lease or extension of credit, provided that this exclusion shall not apply to a **Wrongful Act** in the **Administration** of such loan, lease, or extension of credit.

**4.11 Mechanical Breakdown**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any mechanical, electronic or software failure, faulty construction, error in design, latent defect, wear and tear, gradual deterioration, electrical disturbance, electronic data processing media failure or breakdown or malfunction of any machine or system of machines including any electrical power interruption, surge, brown or black out, or failure of telephone lines, data transmission line, satellites or other infrastructure unless this is the result of a **Wrongful Act**.

**4.12 Directors and Officers Liability**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any breach by a director or **Officer** of a duty owed in their capacity as a director or **Officer** of the **Principal Organisation** while carrying out the functions and responsibilities of a director or **Officer**. This exclusion does not apply to a breach of a professional duty owed to a third party in the performance of the **Professional Services**.

**4.13 US SEC**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any actual or alleged violation of any responsibilities, obligations or duties imposed by the *Securities Act of 1933 (USA)* as amended or the *Securities Exchange Act 1934 (USA)* as amended; any rules or regulations of the Securities and Exchange Commission (USA) promulgated under either the *Securities Act of 1933 (USA)* as amended or the *Securities Exchange Act 1934 (USA)* as amended; or any similar US federal, state or common law relating to matters addressed in the acts, rules or regulations referred to above.

**4.14 Trustee Liability**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any act or omission by an **Insured** as a trustee, administrator, or fiduciary of a **Principal Organisation's** superannuation fund, pension fund, employee benefit or profit-sharing program, including any actual or alleged violation of any responsibilities, obligations or duties imposed by the *Employee Retirement Income Security Act of 1974 (USA)* as amended or re-enacted, any related rules or regulations, or any similar legislation in any other jurisdiction.

**4.15 Intellectual Property**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with an infringement of any intellectual property right, including but not limited to plagiarism, copyright, trademark, registered design or patent. This Exclusion shall not apply to any **Civil Liability Loss** due solely to the unintentional breach on the part of an **Insured** in infringing an intellectual property right.

**4.16 Terrorism**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with:

- (a) an **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the **Civil Liability Loss**; or
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to an **Act of Terrorism**.
- For the purposes of this Exclusion, **Act of Terrorism** means any act, including but not limited to the use of force or violence or threat of force or violence, of any person or groups of person, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is done with the intention or effect to influence any government or to put the public or any section of the public, in fear.

**4.17 War**

Chubb will not pay for any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public authority.

**Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY  
Co-Insurance and Claims Co-Operation endorsement**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

- (i) Each reference to "Chubb" within the **Policy** is replaced with the term "**Insurer**".

"**Insurer**" means each co-insurer listed below :

Insurer	Proportion%	Date	Signature
Insurance Company of North America, Taiwan Branch (referred to in this Endorsement as Lead Insurer)	[INSERT AMOUNT]%	.....	.....
[INSERT FULL DETAILS]	[INSERT AMOUNT]%	.....	.....

- (ii) The insurance coverage provided by each co-insurer:
  - (a) is subject to the **Proposal**, the **Schedule**, the general terms and conditions and the Exclusions, provisions and other terms of this **Policy**, or as may be subsequently varied by mutual agreement;
  - (b) is limited solely to the proportion of covered loss shown against its name; and
  - (c) is several and not joint. Each co-insurer is not responsible for the proportion of any other co-insurer who, for any reason, does not satisfy all or part of its obligations.
- (iii) The total liability of all the co-insurers shall not exceed the **Limit of Liability** stated in the **Schedule**, or such other amount as may be substituted by an endorsement signed by or on behalf of each co-insurer;
- (iv) The **Lead Insurer** and each co-insurer agree that:
  - (a) The **Lead Insurer** shall give to each co-insurer written notice of any **Claim** as soon as practicable, after the **Lead Insurer** first received such notification;
  - (b) The **Lead Insurer** shall provide each co-insurer with any and all particulars of any **Claim** and any information, and co-operation which each co-insurer reasonably requests with respect to such **Claim**.
  - (c) Each co-insurer shall have the right and shall be given the opportunity to effectively associate with the **Lead Insurer** in the investigation, adjustment and settlement, including but not limited to the negotiation of a settlement, of any **Claim**.

- (d) The **Lead Insurer** shall not admit liability, assume any contractual obligation with respect to, or settle any **Claim** without the prior written consent of each co-insurer, which consent shall not be unreasonably withheld. A co-insurer shall not be liable for any settlement, assumed obligation or admission to which it has not consented.

In all other respects this **Policy** remains unaltered.

### Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY **MONEY LAUNDERING EXCLUSION**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4 of this **Policy**, Exclusions, is amended by adding the following:

Chubb will not pay any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any actual or alleged **Money Laundering or Related Financial Crime**, which any director, supervisor or **Officer** knew or reasonably should have known constituted such **Money Laundering or Related Financial Crime**. For the purpose of this Exclusion, **Money Laundering or Related Financial Crime**, has the meaning given to that term (or the term used for an equivalent offence) under any statute, law, rule, regulation, international treaty, convention or accord pertaining to the movement of illicit cash or cash equivalent proceeds.

In all other respects this **Policy** remains unaltered.

### Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY **MAJOR SHAREHOLDERS EXCLUSION – ABSOLUTE**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4 of this **Policy**, Exclusions, is amended by adding the following:

Chubb will not pay any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any **Claim** brought by, on behalf of or for the benefit of any person or entity who, whether directly or indirectly, owns or controls, at the time of the **Wrongful Act** or other conduct, 20% or more of:  
the issued and outstanding securities of the **Principal Organisation**; or  
the voting rights representing the present right to vote in the election of directors of the **Principal Organisation**.

In all other respects this **Policy** remains unaltered.

### Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY **MAJOR SHAREHOLDERS EXCLUSION – CLIENT OR CUSTOMER CARVE BACK**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4 of this **Policy**, Exclusions, is amended by adding the following:

Chubb will not pay any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any **Claim** brought by, on behalf of or for the benefit of any person or entity who, whether directly or indirectly, owns or controls, at the time of the **Wrongful Act** or other conduct, 20% or more of:  
the issued and outstanding securities of the **Principal Organisation**; or  
the voting rights representing the present right to vote in the election of directors of the **Principal Organisation**, provided that this Exclusion will not apply where the **Claim** is brought or maintained by an **Insured Person** solely in his or her capacity as a client or customer of the **Principal Organisation** and without the participation, solicitation, consent or assistance of any other **Insured**.

In all other respects this **Policy** remains unaltered.

### Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY **Tie in Limits – Chubb FIPI policies**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The combined total aggregate **Limit of Liability** that Chubb shall be liable to pay for all **Civil Liability Loss** arising out of all **Claims** made against all **Insureds** under all insurance covers combined involving both this **Policy** and also policy number \*insert policy number\* is US\$\*insert limit of local policy\*.

This Endorsement does not increase the **Limit of Liability** of this Policy.

In all other respects this **Policy** remains unaltered.

### Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY

## US EXCLUSION – ABSOLUTE

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4 of this **Policy**, Exclusions, is amended by adding the following:

Chubb will not pay any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any **Claim** in a court of law constituted in, or under the laws of, the United States of America or its Territories, or any **Claim** arising out of the activities of the **Insured** in the United States of America or its Territories.

In all other respects this **Policy** remains unaltered.

## Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY Retroactive Cover Exclusion

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that Section 4, Exclusions, is amended by adding the following:

Chubb will not pay any **Civil Liability Loss** directly or indirectly caused by, arising out of or in any way connected with any **Wrongful Act** allegedly occurring, or **Investigation** in respect of conduct committed, in whole or part prior to \*INSERT RETROACTIVE DATE\*.

For the purposes of this Exclusion, section 2.12, Continuous Cover, will not apply.

## Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY AMEND DEFINITION OF PRINCIPAL ORGANIZATION

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 3 of this **Policy**, Definitions 3.29 is deleted in its entirety and replaced by the following:

3.29 Principal Organisation means the entity listed in Item 2 of the Schedule.

In all other respects this **Policy** remains unaltered.

## Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY AMEND DEFINITION OF PROFESSIONAL SERVICE

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 3 of this **Policy**, Definitions, is amended by adding the following:

3.31 Professional Services means mutual fund distribution business only.

In all other respects this **Policy** remains unaltered.

## Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY AMEND EXTENSIONS

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Extensions 2.2 Mitigation Costs, 2.9 Loss of Documents and 2.10 Breach of Privacy of this **Policy** are deleted in its entirety.

In all other respects this **Policy** remains unaltered.

## Chubb Elite FINANCIAL INSTITUTIONS CIVIL LIABILITY INSURANCE POLICY SANCTION CLAUSE

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Chubb shall not be deemed to provide cover, shall not be liable to pay any **Civil Liability Loss**, or provide any benefit under this **Policy**, to the extent that the provision of such cover, payment of such **Civil Liability Loss**, or provision of such benefit would expose Chubb, its parent or any affiliated company, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the Republic of China (Taiwan) or the United States of America.

In all other respects this **Policy** remains unaltered.

## 菁英版金融機構專業責任保險

### 1 承保範圍

本公司就被保險人在履行或怠於履行專業服務時之錯誤行為，或被保險人依法應對其行為負賠償責任之任何其他人在履行或怠於履行專業服務時之行為，而於保險期間或發現期間內首次遭受賠償請求且被保險人業已依照本保險單所約定之通知方式於期限內通知本公司時，本公司將支付被保險人或代為支付所產生之所有民事責任損失。

### 4 除外不保事項

#### 4.1 不當行為

**被保險人或被保險人**依法應對其行為負賠償責任之任何人之行為涉有下列情形之一，而直接或間接所導致、衍生或相關之任何**民事責任損失**，本公司不負賠償責任：

- (a) 從事或允許任何故意、明知或疏失而違背義務或違反任何**適用法規**之行為；或
- (b) 從事或允許任何犯罪、詐欺或不誠實之作為或不作為；或
- (c) **被保險人**所為出賣或買受**被保險公司**之有價證券而獲取利益之行為，觸犯或違反美國 *Securities Exchange Act 1934* 第 16(b) 條及其修正條文所定，或其他領域管轄法規之類似規定；或
- (d) 任何**被保險人**實際上或意圖取得其無權獲取之任何個人利益、秘密利益或利得。

本除外不保事項僅適用於上開行為之發生，業經書面承認或終局裁判證實者。

於判斷本除外不保事項是否適用於特定**被保險個人**時，任一**被保險人**之行為、所知事實或所持有之資訊，不應被推定亦適用於任何其他**被保險個人**。

於判斷本除外不保事項是否適用於**被保險公司**時，僅有任何過去、現在或未來將擔任總經理、執行長、財務長、營運長、常務董事、董事長、**公司秘書(Company Secretary)**、法務長或其他職位相當之人之行為所知事實或所持有之資訊，將被推定亦適用於該**被保險公司**。

#### 4.2 先前事件

直接或間接由以下情形所導致、衍生或相關之任何**民事責任損失**，本公司不負賠償責任：

- (a) 於**保險期間**開始前對**被保險人**已提出、威脅或暗示提出之任何**賠償請求**；或
- (b) 於**保險期間**開始前對**被保險人**已提起之任何訴訟或其他程序；或
- (c) 於**要保書**內已為告知或揭露、或於**保險期間**開始時或開始前曾通知其他保險人之任何事實、可能導致賠償請求之情事、作為、不作為或賠償請求；或
- (d) **先前已知事實**。

#### 4.3 被保險人對被保險人所提出之賠償請求

**賠償請求**係由下列之人所提出或代其提出者，就相關之任何**民事責任損失**，本公司不負賠償責任：

- (a) 任何**被保險人**、**關係人**或任何各自之繼受人或受讓人；或
- (b) 前第(a)項所指人或機構所經營、管理或控制之任何機構。

惟有下列情形之一者，本除外不保事項不予適用：

- (i) 與承保之**賠償請求**相關之**抗辯費用**；
- (ii) 被保險人請求分攤責任或補償之**賠償請求**，但限於該**賠償請求**係因本保險單所承保之其他**賠償請求**直接導致者；
- (iii) 由任何先前之**被保險人**所提出或主張之**賠償請求**；
- (iv) 由**被保險人**僅係以客戶或顧客之身分所提出之**賠償請求**，其屬於本**保險單**之承保範圍，且其提出未經任何**被保險人**之參與、誘使、同意或協助者。

#### 4.4 污染

直接或間接由下列情形所導致、衍生或相關之任何**民事責任損失**，本公司不負賠償責任：

- (a) 任何**污染物**；及/或
- (b) 核子或原子之作業、設備、反應器、配件、組件、裝置、武器、原料、燃料或核子燃料燃燒後廢料所生之任何輻射、毒性、污染、爆炸或其他有害性之物質。

#### 4.5 身體傷害／財物損失

因任何關於人之身體傷害、病痛、疾病、死亡、健康狀況、精神痛苦或精神打擊，或任何財產上之損害或毀損（包括財產無法使用）而提出之**賠償請求**，就相關之任何**民事責任損失**，本公司不負賠償責任。

惟下列情形，本除外不保事項不予適用：

- (i) 對書面或言詞誹謗、中傷或具危害性之不實陳述而提出之任何**賠償請求**；或
- (ii) **法律代理費用**；或
- (iii) 擴大承保事項第 **錯誤! 找不到參照來源。** 項「**文件滅失**」。

#### 4.6 承擔責任

任何**被保險人**依照任何擔保、保證、契約或協議內容而承擔任何責任，且如無該擔保、保證、契約或協議時即毋須該承擔責任者，而直接或間接所導致、衍生或相關之任何**民事責任損失**，本公司不負賠償責任。

#### 4.7 擔保或保證

對於任何投資或其他有價物品之績效，**被保險人**提供或代其提供任何實際上或宣稱之表示擔保或保證者，就所產生之任何**民事責任損失**，本公司不負賠償責任。

#### 4.8 自有風險

就任何自營業務損失所產生之任何**民事責任損失**，或**被保險人**以自己名義或為被代理之本人所產生之任何**民事責任損失**，本公司不負賠償責任。

#### 4.9 未取得執照

被保險人未能依照任何適用法規之要求而取得任何授權、執照或核准者，而直接或間接所導致、衍生或相關之任何民事責任損失，本公司不負賠償責任。

#### 4.10 放款人責任

直接或間接由下列情形所導致、衍生或相關之任何民事責任損失，本公司不負賠償責任：

- (a) 被保險人因放款、租賃或授信之抵押擔保、抵押回贖權之取消（foreclosure）或因借款人未如期付款而取得之事業或財產，該事業或財產之經營或控制；或
- (b) 一切放款、租賃或授信。但本除外不保事項不適用於辦理上開放款、租賃或授信之行政管理時之錯誤行為。

#### 4.11 機械故障

任何機械、電子或軟體故障、結構瑕疵、設計錯誤、潛在瑕疵、正常損耗、逐漸衰壞、電子干擾、電子資料處理媒介失效、故障、任何機械或機械系統之無法正常運作，包括任何電力中斷、突波、電壓不足或停電，電話線、數據傳輸線、人造衛星或其他基礎設施之失效，而直接或間接所導致、衍生或相關之任何民事責任損失，本公司不負賠償責任；惟因錯誤行為所致者，不在此限。

#### 4.12 董監事及重要職員之責任

被保險公司之董監事或重要職員因擔任該職位而於執行職務時違反所負之義務，而直接或間接所導致、衍生或相關之任何民事責任損失，本公司不負賠償責任；惟倘係於履行專業服務時違反對第三人所負之專業責任者，則不在此限。

#### 4.13 美國證券管理委員會

任何實際上或被指稱違反美國 *Securities Act of 1933*（或其修正條文）、美國 *Securities Exchange Act 1934*（或其修正條文）、美國證券管理委員會依美國 *Securities Act of 1933*（或其修正條文）或美國 *Securities Exchange Act 1934*（或其修正條文）所訂定之任何規定或辦法、或美國聯邦、州或普通法（common law）關於前開法令、規定或辦法所訂定之任何類似規範中所課予之任何職責、義務或責任，而直接或間接所導致、衍生或相關之任何民事責任損失，本公司不負賠償責任。

#### 4.14 受託人義務

被保險人擔任被保險公司之年金、退休金、員工福利或分紅計畫之受託人、管理人或受任人之職務範圍內之作為或不作為，包含實際上或被指稱有違反美國 *Employee Retirement Income Security Act of 1974*（或修正或重訂後之條文）、任何相關規定或辦法、或其他管轄領域內類似法令中所課予之任何職責、義務或責任，而直接或間接所導致、衍生或相關之任何民事責任損失，本公司不負賠償責任。

#### 4.15 智慧財產權

任何侵害智慧財產權之行為，包括但不限於剽竊或侵害著作權、商標、註冊新式樣或專利，而直接或間接所導致、衍生或相關之任何民事責任損失，本公司不負賠償責任；惟倘任何民事責任損失單純係因被保險人非故意而侵害智慧財產權時，則不在此限。

#### 4.16 恐怖主義

直接或間接由下列情形所導致、衍生或相關之任何民事責任損失，本公司不負賠償責任：

- (a) 恐怖主義行為，無論是否有其他原因或情事共同或連續造成該民事責任損失。
  - (b) 就恐怖主義行為所採取之任何相關控制、防止、鎮壓或其他相關措施。
- 本除外不保事項所稱「恐怖主義行為」係指任何人或團體之任何行為，包括但不限於使用武力或暴力，或威脅使用武力或暴力，無論其係獨自或代任何組織或政府所為，或與其相關，且由該行為之本質或背景來看，其行為之意圖或結果係藉以影響任何政府或造成大眾或任何部分民眾之恐懼者。

#### 4.17 戰爭

因戰爭、侵略、外敵行動、敵對行為（不問宣戰與否）、內戰、叛亂、革命、暴動、軍事行動或篡權或政府、公權力對財產所為或依其命令對財產所為之沒收、充公、徵用或破壞者，而直接或間接所導致、衍生或相關之任何民事責任損失，本公司不負賠償責任。

### 菁英版金融機構專業責任保險

#### 變更承保範圍附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 2 條擴大承保事項之以下事項全部刪除並不再有效：

- 2.1 新從屬公司之承保
- 2.2 損害防阻費用
- 2.4 從屬公司殘留責任自動承保
- 2.7 誹謗
- 2.8 公關費用及聲譽維護費用



- 2.9 文件滅失
- 2.10 違反隱私
- 2.11 緊急抗辯費用及法律代理費用
- 2.12 繼續承保
- 2.13 放款之行政責任
- 2.14 遺產管理人、繼承人及法定代理人

本保險單第 3.38 條錯誤行為之定義全部刪除並以下列內容取代：

3.38 「**錯誤行為**」係指：

- (a) 任何**被保險人**；及/或
- (b) **被保險人**依法應對其行為負賠償責任之任何人

在履行或怠於履行**專業服務**時，違反保密義務、違反隱私權或遺失客戶或顧客之資訊行為。

本附加條款未約定事項悉依本保險單約定辦理。

## 菁英版金融機構專業責任保險 共保及賠償請求共同合作附加條款

### 第一條 承保範圍

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

- (i) 「**保險公司**」一詞取代**本保險單**中之「**本公司**」。

「**保險公司**」係指下列之共保公司：

保險公司	承保比例%	日期	簽署
美商安達產物保險股份有限公司台灣分公司 (本附加條款所稱之主辦保險公司)	[填入百分比]%	.....	.....
[填入完整細節]	[填入百分比]%	.....	.....

每一共保公司提供之保障：

- (a) 依據**本保險單**之**要保書**、**承保明細表**、一般條款及除外不保事項、其他條款或之後依雙方合意而做之變更；
- (b) 僅限於其公司名稱一旁所列之承保損失比例；及
- (c) 係個別責任而非共同連帶責任。若有一保險人未履行其全部或部分義務時，不論其理由為何，其他保險人對該保險人承保之比例不負責任。

- (ii) 所有共保公司負擔的總責任不應超過**承保明細表**所列之**責任限額**，或是經所有共保公司簽屬或代其簽署之附加條款加以修改變更之其他限額。

- (iii) **主辦保險公司**及所有共保公司同意以下事項：

- (a) **主辦保險公司**應於首次收到任何**賠償請求**後儘速通知每一共保公司；
- (b) **主辦保險公司**應提供所有與**賠償請求**相關之事項及資訊予每一共保公司，並配合共保公司和**賠償請求**相關之合理要求。
- (c) 每一共保公司應有權利並有機會有效地和**主辦保險公司**一同參與調查、理算及結算，包括但不限於**賠償請求**之和解協商。
- (d) 在未取得每一共保公司之事前同意前(若無正當理由不得拒絕或遞延同意)，**主辦保險公司**就任何**賠償請求**或**賠償請求**之和解不應承認任何責任或承擔任何契約責任。每一共保公司不應對未經其同意之任何和解、承擔之責任或應允負有責任。

### 第二條 條款之適用

本附加條款所記載之事項，如與**本保險單**條款牴觸時，依本附加條款約定辦理，其他事項仍適用**本保險單**條款之約定

## 菁英版金融機構專業責任保險 期中增加責任限額附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限制及除外不保事項有不同規定者外）：

經支付額外保費（金額為美金[填寫金額]元）為對價，承保明細表第 3 項所列責任限額自[填入本附加條款生效日]增加至美金[填寫金額]元【如有適用，請填入「，且自負額調整為[填寫新自負額]」】。

倘任何賠償請求係基於、肇因於或可歸因於[填入本附加條款生效日]時任何繫屬中訴訟、先前訴訟或其他法律程序，或指控或衍生之原因事實或事件與前開繫屬中訴訟、先前訴訟或其他法律程序相同或實質相同者，本公司就直接或間接相關之損失，於超過原保險單責任限額[US\$ 填入金額]的部分，不負賠償責任。

本附加條款不增加本保險單之**責任限額**。

#### 菁英版金融機構專業責任保險 共用責任限額附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限制及除外不保事項有不同規定者外）：

本公司就針對所有**被保險人**提出之所有**賠償請求**之所有**民事責任損失**，在本保險單與[填寫保險單號碼]保險單涉及之所有承保範圍內，所合併應負之**責任限額**為美金 [填寫責任限額]元。

本附加條款不增加本保險單之**責任限額**。

#### 菁英版金融機構專業責任保險 追溯日前行為除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限制及除外不保事項有不同規定者外）：

本保險單第 4 條除外不保事項增訂下列事項目：

任何被指稱於[填入追溯日]前所為之**錯誤行為**，或因在該日期前所為之行為而遭受之**調查**，無論為全部或一部分，直接或間接所導致、衍生或相關之任何**民事責任損失**，本公司不負賠償責任。

基於本附加條款適用之目的，第 2.12 條**繼續承保**將不適用。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英版金融機構專業責任保險 追溯日前行為除外不保附加條款(新從屬公司適用)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限制及除外不保事項有不同規定者外）：

本保險單第 4 條除外不保事項增訂下列事項目：

任何被指稱於[填入追溯日]前所為之**錯誤行為**，或因在該日期前所為之行為而遭受之**調查**，無論為全部或一部分，直接或間接所導致、衍生或相關之任何**民事責任損失**，本公司不負賠償責任。

惟對於要保人於[填入日期]併入之[填入新從屬公司]，任何因其被指稱於[填入新從屬公司追溯日]前所為之**錯誤行為**，或因在該日期前所為之行為而遭受之**調查**，無論為全部或一部分，直接或間接所導致、衍生或相關之任何**民事責任損失**本公司不負賠償責任。

基於本附加條款適用之目的，第 2.12 條**繼續承保**將不適用。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英版金融機構專業責任保險 期中變更共用責任限額附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限制及除外不保事項有不同規定者外）：

本保險單之附加條款 03「共用責任限額附加條款」自民國 XXX 年 XX 月 XX 日起刪除且不再適用。

本附加條款未約定事項悉依本保險單約定辦理。

### 銀行業綜合保險

#### 第一章 承保範圍

本保險以下列危險事故及其所致之損失為承保範圍：

- 甲、員工之不忠實行為：被保險人之員工意圖獲取不當利得，單獨或與他人串謀，以不忠實或詐欺行為所致於被保險人財產之損失。
- 乙、營業處所之財產：
- 一、置存於被保險人營業處所內之財產，因竊盜、搶劫、誤放、或其他原因之失蹤或毀損所致之損失。
  - 二、顧客或其代表所持有之財產，於被保險人營業處所內因前項危險事故所致之損失，但損失係由該顧客或其代表之行為所致者，不在此限。
- 丙、運送中之財產：被保險人之財產於其員工或專責運送機構運送中所遭受之毀損滅失。但專責運送機構就本保險標的財產已另行投保，或另有其他有效保險存在，或被保險人得按運送契約求償者，本公司僅於承保金額範圍內就超過部分之損失負賠償之責。
- 丁、票據及有價證券之偽造或變造：支票、本票、匯票、存款證明、信用狀、取款憑條、公庫支付令之偽造或變造及就經偽造或變造之票證付款所致之損失。前項所謂偽造或變造，包括按上述票證原載之字體或簽章加以變更、改造、仿刻或盜蓋。
- 戊、偽造通貨：被保險人善意收受經偽造或變造之中華民國政府發行流通之本位幣或輔幣而生之損失。
- 己、營業處所及設備之損毀：被保險人營業處所及其內部之裝璜、設備、傢俱、文具、供應品、保險箱及保險庫(電腦及其有關設備除外)因竊盜、搶劫、惡意行為所致之毀損滅失。但以此項營業處所或設備為被保險人所有或其對此項毀損滅失須負責者為限。
- 庚、證券或契據之失誤：被保險人於正常營業過程中，善意就本保險單所規定之證券或契據為行為，而該項證券或契據曾經偽造、變造或遺失、盜竊所致之損失。

### 第三章 不保項目

- 一、適用於第一章承保範圍乙項者(1)保險標的財產在郵寄中或於專責運送機構保管或運送中所遭受之毀損滅失。
- 二、適用於第一章承保範圍丁項者(1)票據或證券記載不實所致之損失。
- 三、適用於第一章承保範圍己項者(1)火災所致之毀損滅失。
- 四、適用於第一章承保範圍庚項者(1)本保險單第一章承保範圍甲項(員工不忠實行為)或丁項(票據及有價證券之偽造或變造)所承保之損失。
- 五、下列損失除由本保險單第一章承保範圍甲項所承保者外，本公司不負賠償責任：
  - (一)被保險人之員工一次或多次不忠實或詐欺行為所致之損失。
  - (二)被保險人誤將款項記入存款帳戶之貸方，並將款項自該帳戶中撥付或容許提取所致之損失。
  - (三)偽造或變造旅行支票、旅行信用狀、應收帳款單據，提單、倉單、信託收據所致之損失。
  - (四)遙控操縱被保險人所有或租用之電腦所致之損失。
  - (五)客戶存放於保管箱內之財物之毀損滅失。
- 六、下列損失除由本保險單第一章承保範圍甲、丁或庚項承保外，本公司不負賠償責任：
  - (一)被保險人之放款或類似之融資，全部或一部不能收回。
  - (二)被保險人受讓或取得之債券、本票或分期付款之價金，全部或一部不能獲得付款。上二項損失按實際支出之金額、墊付款或被提領之金額減去自此等交易行為所受領之給付額利息、佣金等後之餘額決定之。
- 七、下列損失除由本保險單第一章承保範圍甲、丁、戊或庚項承保者外，本公司不負賠償責任：
  - (一)票證偽造或變造所致之損失。
- 八、本保險單有效時間內未發現之損失及本保險單所載「溯及日」前發生之損失。
- 九、被保險人之董(理、監)事，不論其是否同時兼任員工，其犯罪行為直接或間接所致之損失。
- 十、被保險人將未收到之存款記入存款人之帳戶，進而自該帳戶撥付或容許提領所致之損失，至於此項付款或提領是否出於被保險人員工之善意、偽造、詐欺或其他不誠實手段，要非所問。
- 十一、被保險人之出納員因錯誤導致正常現金短少而生之損失。出納員現金之短少未超過該項短少發生之營業處所之正常出納員現金短少時，仍應視為係由錯誤所導致。
- 十二、被保險人因遭受下列恐嚇或脅迫，在其營業處所外交付保險標的物所生之損失：
  - (一)傷害被保險人之董(理、監)事或員工或其他任何人之身體。
  - (二)破壞被保險人之營業處所或被保險人或其他任何人之財物包括保險標的物在內。但保險標的物在被保險人之員工負責運送前，被保險人並不知悉有此恐嚇或威脅存在時，不在此限。
- 十三、由被保險人保管出售而尚未售出之旅行支票之損失，但若該支票事後發票人付款而被保險人對損失依法應負責任者，不在此限。
- 十四、信用卡或記帳卡所致之損失。
- 十五、被保險人依法應負責賠償之各種損害，但就本保險單所承保之直接損失所為之賠償，不在此限。
- 十六、附帶損失(包括利息及股息之損失，但不以二者為限)。

十七、正常損耗，逐漸變質、蟲蛀所致之毀損滅失。

十八、颱風、颶風、旋風、火山爆發、地震、地下火或其他自然界之變動所致之毀損滅失，以及因上述危險事故同時引起之火災或搶劫所致之毀損滅失。

十九、戰爭、敵侵、外敵行為、敵對行為或類似戰爭(不論宣戰與否)內戰、叛亂、革命、暴動、民眾騷擾、武裝奪權戒嚴、暴亂或任何合法當局之行為所致之毀損滅失。

二十、核子反應、核子輻射或放射性污染所致之毀損滅失或因而導致之法律責任。

### 銀行業綜合保險 共用責任限額附加條款

#### 第一條 承保範圍

茲經通知並雙方同意，本公司就針對所有被保險人提出之所有賠償請求，在本保險單與[填寫保險單號碼]保險單涉及之所有承保範圍內，所合併應負之責任限額為美金 [填寫責任限額]元。

本附加條款不增加本保險單之責任限額。

### 銀行業綜合保險 承保各國貨幣附加條款

#### 第一條 承保範圍

茲經通知並雙方同意，要保人所投保安達產物銀行業綜合保險(以下簡稱主保險契約)，因加保安達產物銀行業綜合保險承保各國貨幣附加條款(以下簡稱本附加條款)，故主保險契約第一章承保範圍戊項「偽造通貨」全數刪除並以下列事項取代：

一、偽造通貨：被保險人善意收受經偽造或變造之中華民國政府或他國政府發行流通之本位幣或輔幣而生之損失。

### 銀行業綜合保險 春節期間增加保險限額附加條款

#### 第一條 承保範圍

茲經通知並雙方同意，要保人所投保安達產物銀行業綜合保險(以下簡稱主保險契約)，因加保安達產物銀行業綜合保險春節期間增加保險限額附加條款(以下簡稱本附加條款)，故主保險契約第一章承保範圍乙項「營業處所之財產」：

一、自[填入日期及時間]起至[填入日期及時間]止，每一事故保險金額增加為[填入金額]元整。

二、[填入金融機構名稱]自[填入日期及時間]起至[填入日期及時間]止，每一事故保險金額增加為[填入金額]元整；且自[填入日期及時間]起至[填入日期及時間]止，每一事故保險金額增加為[填入金額]元整。

雙方茲聲明並同意，於主保險契約第一章丙項「運送中之財產」之承保範圍下：

一、針對被保險人於[填入日期及時間]至[填入日期及時間]期間所運送之新鈔(載明如下)，保險金額增加至[填入金額]元整。

[填入金融機構名稱]	代表行	分配分行	[填入年度]新鈔金額	送達分行
合計				

二、[填入金融機構名稱]自[填入日期及時間]至[填入日期及時間]期間所運送之新鈔，保險金額增加至[填入金額]元整；且自[填入日期及時間]至[填入日期及時間]時期間所運送之新鈔，保險金額增加至[填入金額]元整。

### 銀行業綜合保險 恐怖主義除外附加條款

#### 第一條

茲經雙方約定，對於直接或間接因任何恐怖主義之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所導致任何損失、費用支出或賠償責任，本公司不負賠償責任。

#### 第二條

本附加條款所謂恐怖主義者之行為係指任何個人或團體，不論單獨或與任何組織、團體或政府機關共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識形態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定族群處於恐懼狀態。

#### 第三條

本公司對於直接或間接未抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任亦不負賠償之責。

#### 第四條

本公司就本附加條款之任何損失、費用支出或賠償責任不負給付責任，但被保險人證明其損失非屬本附加條款之損失，不在此限。

#### 第五條

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

### 銀行業綜合保險

#### 營業處所財產擴大承保新設營業單位及自動櫃員機附加條款

##### 第一條 承保範圍

茲經通知並雙方同意，要保人所投保安達產物銀行業綜合保險(以下簡稱主保險契約)，因加保安達產物銀行業綜合保險營業處所財產擴大承保新設營業單位及自動櫃員機附加條款(以下簡稱本附加條款)，故主保險契約第一章承保範圍乙項「營業處所之財產」增訂下列事項：

- 一、對於被保險人於保險期間內新增之營業單位，包含個新增營業單位籌備處在內，要保人於增加該營業單位後三十日內，以書面通知本公司辦理批改手續者，本公司擴大承保該新增營業單位之財產。
- 二、自動櫃員機或自動兌幣機中所儲存備領之現金視為被保險人營業處所之財產。惟行外自動櫃員機於保險期間內，每部之最高賠償金額為【填入金額】元整。營業部之自動兌幣機乙部，於保險期間內之最高賠償金額為【填入金額】元整。前述賠償金額併入主保險契約承保範圍乙項之分項保險金額，倘遇有損失時，被保險人應先行負擔之自負額為每一事故之【填入百分比】，最低新台幣【填入金額】元整。

##### 第二條 不保事項

主保險契約第三章不保項目第一條適用於第一章承保範圍乙項者，增訂下列事項：

- 二、置存現金之存、付款機未經鎖妥時所發生之損失，但經被保險人授權或依被保險人之正常作業程序而進行補充或清點現金、或維修時所發生之搶奪、強盜所致之損失不在此限。
- 三、置存現金之存、付款機因其設備本身固有之瑕疵或故障，或連線電腦之瑕疵或故障，或操作上之疏忽所致被冒領溢領、盜領，或登帳錯誤所致之損失。
- 四、客戶所持有之金融卡(或提款卡或其他類似之電腦磁卡)經偽造、變造所致之損失。
- 五、置存現金之存、付款機未經破壞所發生現金短少之損失。

### 銀行業綜合保險

#### 擴大承保疏忽短鈔附加條款

##### 第一條 承保範圍

茲經通知並雙方同意，要保人所投保安達產物銀行業綜合保險(以下簡稱主保險契約)，因加保安達產物銀行業綜合保險擴大承保疏忽短鈔附加條款(以下簡稱本附加條款)，故被保險人之櫃員(但不包含自動櫃員機)或出納收付現金時因疏忽或錯誤致短收或溢付之直接損失，本公司負賠償責任。

##### 第二條 不保事項

因下列事項所致之損失，本公司不負賠償責任：

- 一、主保險契約第一章承保範圍甲、乙、丙、丁、戊、己及庚項承保範圍之損失(無論承保與否)。
- 二、非依金融主管機關之規定或被保險人所訂作業程序作業所致之損失。
- 三、印鑑型式、規格、字體、字數與原印鑑不符者而未加識別所致之損失。
- 四、收受偽造變造之貨幣、票據或有價證券所致之損失。
- 五、對付經掛失、拒絕往來或存款不足票據所致之損失。
- 六、經營業務之虧損或辦理證券交易、押匯、結匯、貸款之錯誤或疏忽所致之損失。
- 七、財產在運送途中之損失。

### 銀行業綜合保險

#### 疏於執行內控規定除外不保附加條款

茲經通知並雙方同意，要保人所投保安達產物銀行業綜合保險(以下簡稱主保險契約)，主保險契約第三章不保項目應增列下列約定：

- 二十一、被保險人未能或疏於遵照以下規定辦理，本公司不負賠償責任：

- (一) 被保險人應具備涵蓋被保險人所有業務之管理手冊或規章，明確劃分員工之職責，並督促其確實執行。
- (二) 被保險人除為奉行主管機關規定實施櫃員制度以簡化作業手續，於每一次存款金額在新台幣伍拾萬元以下及提款金額在新台幣伍拾萬元以下之交易，可由櫃員單獨處理外，對其他職責之安排均不得由一位員工自始至終控制全部作業程序。
- (三) 被保險人對於下列各項財物之保管應確立並貫徹執行「共同監管」制度：
1. 置存於保險箱、櫃或金庫之財物。
  2. 開啟保險箱、櫃或金庫之鑰匙。
  3. 代號、密碼及押密。
- (四) 被保險人對於下列各項事務之處理應確立並貫徹執行「雙重監管」制度：
1. 股票、流通與非流通證券及尚未發行之空白票證。
  2. 備份之空白支票或匯票及未發行之旅行支票。
  3. 已結清(或已註銷)之存款帳戶。
  4. 代號、密碼及押密。
- (五) 被保險人之營業帳目除由主管機關定期查核外，被保險人應對其各營業設施(包括電腦作業)每年稽核及檢討一次。
- (六) 運送財產金額在新台幣伍佰萬元以下，需至少兩人共同監管運送之財物；運送金額在新台幣伍佰萬零壹元以上，需至少三人共同監管運送之財物。
- 二十二、 被保險人之員工為客戶保管存摺或印鑑所生之損失，本公司不負賠償責任。
- 二十三、 被保險人之員工辦理存、提款業務時，未查驗存、提款人之存摺或紀錄所生之損失，本公司不負賠償責任；惟顧客在被保險人之原存款行或其聯行間每次免摺存款在新台幣壹佰萬元以內(含)者，及顧客在被保險人之原存款行每次免摺提款在新台幣壹佰萬元以內(含)者不在此限。
- 二十四、 被保險人接受支票存款戶或於其所簽發並委託金融業者為擔當付款人之本票背面為轉帳指示，將其本人之活期存款或活期儲蓄存款或綜合存款帳戶中之活期存款或活期儲蓄存款或定期存款質借限額轉入其支票存款戶所生之損失，本公司不負賠償責任。惟依 93 年 1 月 27 日財政部台財融第 0922001878 號函，有關活期存款依約定方式提取存款之限制及規定辦理不在此限。
- 前述有關限制及規定內容概述如下：
- (一) 授權轉帳指示之支票存款戶不以個人帳戶為限，該等轉帳指示應以書面方式約定，所轉入帳戶應以存款戶本人在金融機構之支票存款帳戶為限，存戶應逐筆指示並不得以概括授權方式為之，但限額支票、限額保證支票餘額不敷支付票款時，由活期存款或活期儲蓄存款撥轉者，不在此限。
- (二) 金融機構於支票或本票背面供存戶為轉帳指示之簽章設計，需與支票或本票所為之背書加以明確區分，不得因此發生票據法上背書不連續或回頭背書之情事。
- 二十五、 適用於現金運送者，本公司不負賠償責任：
- (一) 非被保險人指派之運送人員負責運送現金所發生之損失。
- (二) 在運送途中除運送車輛駕駛人外未經指派運送人員二人以上(包含安全警戒人員一名)負責運送時所發生之損失。但經本公司書面同意者，不在此限。
- (三) 以專用運鈔車運送，而現金於運送途中未存放於保險櫃內所發生之損失。
- (四) 被保險人指派之運送現金人員於執行運送任務時，因受酒類或藥劑之影響者。
- (五) 運送途中現金無人看管時所發生之損失。
- (六) 以專用運鈔車運送現金途中，安全警戒人員違反其職務規範或逾越職權，於保管或提攜現金時所發生之損失。
- (七) 以郵寄或托運方式運送所致者。

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

## 銀行業綜合保險

### 員工不忠實行為擴大承保被保險人附加條款

茲經通知並雙方同意，要保人所投保安達產物銀行業綜合保險(以下簡稱主保險契約)，因加保安達產物銀行業綜合保險員工不忠實行為擴大承保被保險人附加條款(以下簡稱本附加條款)，故除保險單首頁所載之被保險人外，主保險契約第一章甲項「員工不忠實行為」承保範圍之被保險人另包括下列公司：

#### 【填入公司名稱】

上述各被保險人之每一事故保險金額為【填入金額】元整且保險期間內所有上述被保險人之累計最高賠償限額為【填入金額】元整，前述金額應內含於保單首頁所載甲項承保範圍之保險金額內。

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

### 銀行業綜合保險 共保附加條款

#### 第一條 承保範圍

茲經雙方同意當提及本公司時，視為指下列保險人。但其各自僅以下述承保比例為限負其責任。每一保險人僅負個別責任而非共同連帶責任，所負責任僅限於各自承擔之比例。若有一保險人未履行其全部或部分義務時，不論其理由為何，其他保險人對該保險人承保之比例不負責任。首席保險人（下列第一位保險人）業經其他保險人授權，代表其簽署本保險單與附加條款。

共同保險人：[填入保險人名稱]

承保比例： [填入百分比] %

保險單號碼： [填入保險單號碼]

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簽署/日期/公司章

共同保險人：[填入保險人名稱]

承保比例： [填入百分比] %

保險單號碼： [填入保險單號碼]

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簽署/日期/公司章

#### 第二條 條款之適用

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

### 銀行業綜合保險 期中變更共用責任限額附加條款

#### 第一條 承保範圍

茲經通知並雙方同意，本保險單之附加條款 03「共用責任限額附加條款」第一條承保範圍自民國 xxx 年 xx 月 xx 日起刪除且由下列文字取代：

茲經通知並雙方同意，本公司就針對所有被保險人提出之所有賠償請求，在本保險單與[填入保單號碼]保險單涉及之所有承保範圍內，所合併應負之責任限額為 [填入金額]元。

本附加條款不增加本保險單之責任限額。

#### 第二條 條款之適用

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

### 保險接管人專業責任保險

#### 第二條 承保範圍

被保險人於追溯日起至保險期間屆滿前，對本保險契約保險單所載之被接管保險業執行或協助中華民國相關法令所規定之接管事務時，因錯誤行為違反其職務上應盡之義務，致第三人受有損失，於保險期間內初次受第三人賠償請求，而依法應由被保險人負賠償責任，並經法院確定判決、調解或和解等確認賠償金額時，承保公司依本保險契約之約定負賠償之責任。保險期間內若發生一次以上之賠償請求，而係因單一執行職務之錯誤行為所生者，本保險契約僅視其為一次事故賠償請求。本公司對於一次事故賠償請求所衍生之數個賠償請求，以第三人最先提出賠償請求時點之「每一次事故保險金額」為限，負賠償之責；如被保險人於保險期間內發生多次事故賠償請求時，本公司以「保險期間內

累計保險金額」為限，負賠償之責。

### 第三條 不保事項

對於下列事故所致之賠償責任或損失，本公司不負理賠之責：

- 一、直接或間接因戰爭（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為為所致者。所謂恐怖主義者行為，係指任何人或群體為其組織、團體或政府，運用脅迫、暴力、恐嚇或其他任何行動，致使民眾或政府處於恐懼狀態，以遂其各種政治、宗教或意識型態之目的。
- 二、核子分裂或輻射作用所致者。
- 三、因颱風、暴風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、地陷等天然災變所致者。
- 四、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時仍應由被保險人負賠償責任者，不在此限。
- 五、任何罰金、罰鍰、違約金或多倍、懲罰性賠償金。
- 六、被保險人於本保險契約生效日前已知或應知可能引發賠償請求之事實或事件。
- 七、被保險人為獲非法利益或報酬所為之行為。但本不保事項須經法院最終判決或經被保險人自認後方適用。
- 八、被保險人執行政府機關之指示、命令、許可或核准之行為為所致者；但被保險人如係因未盡善良管理人之注意義務，而有違反其職務上應盡之義務所致之賠償請求，不在此限。
- 九、被保險人違反中華民國證券交易法或其他國法令中，有關被保險人為獲取不當利益而違法買賣受接管保險業有價證券規定之行為。但本不保事項需經法院最終判決或經被保險人自認後方適用。
- 十、任何因侵害有關專利權、商標權、著作權等智慧財產權之行為所致之賠償請求。
- 十一、被保險人或其受任人之故意、不誠實、惡意行為、犯罪行為或其他違法行為所致之賠償請求。但本不保事項需經法院最終判決或經被保險人自認後方適用。
- 十二、受接管保險業之受僱人所提出任何關於退休金、利潤分配、員工福利金計畫或僱傭行為之賠償請求。
- 十三、因對第三人造成之體傷、疾病、死亡、精神損害或有形財物之毀損滅失（包括使用上之損失）所致之賠償請求。
- 十四、任何對他人履行或怠於履行之專業服務，或其他與該專業服務有關之疏失行為所生之賠償請求。但被保險人依法令履行保險接管人職務之行為不在此限。
- 十五、任何與保險安定基金之動用、墊付有關之賠償請求；但如該賠償請求係因被保險人違反其職務上應盡之義務所致者，不在此限。
- 十六、任何由政府機關所提出之賠償請求；但其基於保險契約所生之賠償請求，不在此限。
- 十七、任何依國家賠償法提出或與國家賠償法相關之賠償請求。但賠償義務機關依國家賠償法第四條第二項之規定向被保險人求償者，不在此限。
- 十八、任何接管人間之賠償請求。
- 十九、任何直接或間接與污染物質有關之賠償請求，或對於污染物質、核子物料或核廢料測試、監督、清理、移除、圍堵、處理、去毒或中和等工作之指示或要求有關之賠償請求。
- 二十、任何直接或間接因下列原因，造成電腦系統無法正確處理、存取資料所致之賠償請求，且無論該電腦系統設備是否為被保險人所有者，均同：
  - (一) 無法正確辨識任何日期；
  - (二) 無法處理確切日期、或與處理確切日期有關之數值及其他任何資料，而進行讀取、儲存、記憶、操作、解讀、傳送、傳回或任何處理資料、訊息、指令或指示等；
  - (三) 無法正確操作安裝於電腦系統中與年序轉換有關之任何指令或邏輯運算，包括讀取、儲存、記憶、運算及其他相關資料之處理。

### 保險接管人專業責任保險

#### 保險期間延長附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

經支付額外保險費 **[填入金額]**元為對價，保險單茲修正如下：

保險期間：自**[填入原保險期間開始日期]**起至**[填入經延長之保險期間之屆滿日]**止

本公司依保單條款就所有損失之「保險期間內累計保險金額」應維持不變。

本附加條款未約定事項悉依本保險單約定辦理。

### 保險接管人專業責任保險

#### 擴大發現期間附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：



經支付額外保險費[填入金額]為對價，本保險單擴大承保發現期間如下：

發現期間：自[填入日期]起至[填入日期]止。

本公司依保單條款就所有損失之「保險期間內累計保險金額」應維持不變。

要保人經另行支付前述之對價，以擴大本保險契約承保範圍從保險期間屆滿日起至發現期間屆滿日為止，亦即承保範圍擴大為被保險人於發現期間以內或之前初次受第三人賠償請求，惟僅限於追溯日起至保險期間屆滿前所為或被指控之錯誤行為。

本保險單條款第七條發現期間於此刪除。

本附加條款未約定事項悉依本保險單約定辦理。

## 保險接管人清理事業專業責任保險

### 承保範圍

本保險契約所載之被保險人於保險期間屆滿前，對本保險契約保險單所載之被接管或清理保險業執行或協助中華民國相關法令所規定之接管人或清理事業職務時，因執行職務之錯誤行為，違反其職務上應盡之義務，致第三人受有損失，於保險期間內初次受第三人賠償請求，而依法應由被保險人負賠償責任，並經法院確定判決、調解或和解等確認賠償金額時，本公司依本保險契約之約定，負給付保險金之責。保險期間內若發生一次以上之賠償請求，而係因單一執行職務之錯誤行為所生者，本保險契約僅視其為一次事故賠償請求。本公司對於一次事故賠償請求所衍生之數個賠償請求，以第三人最先提出賠償請求時點之「每一次事故保險金額」為限，負賠償之責；如被保險人於保險期間內發生多次事故賠償請求時，本公司以「保險期間內累計保險金額」為限，負賠償之責。

### 不保事項

對於下列事故所致之賠償責任或損失，本公司不負理賠之責：

- 一、直接或間接因戰爭（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為為所致者。所謂恐怖主義者行為，係指任何人或群體為其組織、團體或政府，運用脅迫、暴力、恐嚇或其他任何行動，致使民眾或政府處於恐懼狀態，以遂其各種政治、宗教或意識型態之目的。
- 二、核子分裂或輻射作用所致者。
- 三、因颱風、暴風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、地陷等天然災變所致者。
- 四、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時仍應由被保險人負賠償責任者，不在此限。
- 五、任何罰金、罰鍰、違約金或多倍、懲罰性賠償金。
- 六、被保險人於本保險契約生效日前已知或應知可能引發賠償請求之事實或事件。
- 七、被保險人為獲非法利益或報酬所為之行為。
- 八、被保險人執行政府機關之指示、命令、許可或核准之行為為所致者；但被保險人如係因未盡善良管理人之注意義務，而有違反其職務上應盡之義務所致之賠償請求，不在此限。
- 九、被保險人違反中華民國證券交易法或他國法令中，有關被保險人為獲取不當利益而違法買賣受接管或清理保險業有價證券規定之行為。
- 十、任何因侵害有關專利權、商標權、著作權等智慧財產權之行為所致之賠償請求。
- 十一、被保險人或其受任人之故意、不誠實、惡意行為、犯罪行為或其他違法行為所致之賠償請求。但本不保事項需經法院最終判決或經被保險人自認後方適用。
- 十二、受接管或清理保險業之受僱人所提出任何關於退休金、利潤分配、員工福利金計畫或僱傭行為之賠償請求。
- 十三、因對第三人造成之體傷、疾病、死亡、精神損害或有形財物之毀損滅失（包括使用上之損失）所致之賠償請求。
- 十四、任何對他人履行或怠於履行之專業服務，或其他與該專業服務有關之疏失行為所生之賠償請求。但被保險人依法令履行保險接管人或清理事業職務之行為不在此限。
- 十五、任何與保險安定基金之動用、墊付有關之賠償請求；但如該賠償請求係因被保險人於造冊時違反其職務上應盡之義務所致者，不在此限。
- 十六、任何由政府機關所提出之賠償請求；但其基於保險契約所生之賠償請求，不在此限。
- 十七、任何依國家賠償法提出或與國家賠償法相關之賠償請求。但賠償義務機關依國家賠償法第四條第二項之規定向被保險人求償者，不在此限。
- 十八、任何接管人或清理事業間之賠償請求。
- 十九、任何直接或間接與污染物質有關之賠償請求，或對於污染物質、核子物料或核廢料測試、監督、清理、移除、圍堵、處理、去毒或中和等工作之指示或要求有關之賠償請求。
- 二十、任何直接或間接因下列原因，造成電腦系統無法正確處理、存取資料所致之賠償請求，且無論該電腦系統設備是否為被保險人所有者，均同：

- (一) 無法正確辨識任何日期；
- (二) 無法處理確切日期、或與處理確切日期有關之數值及其他任何資料，而進行讀取、儲存、記憶、操作、解讀、傳送、傳回或任何處理資料、訊息、指令或指示等；
- (三) 無法正確操作安裝於電腦系統中與年序轉換有關之任何指令或邏輯運算，包括讀取、儲存、記憶、運算及其他相關資料之處理。

### **Chubb Financial Institutions Bond Policy**

#### 一、承保範圍

1. Fidelity
2. On Premises
3. In Transit
4. Forgery or Alteration
5. Securities
6. Counterfeited Currency
7. Offices and Contents
8. Legal fees

#### 二、除外不保事項，詳本保險契約Exclusions之條款內容。

### **金融機構綜合保險**

#### 一、承保範圍

1. 受僱人不誠實
2. 營業處所之財產
3. 運送途中之財產
4. 偽造簽名印章或變造
5. 有價證券
6. 偽造貨幣
7. 營業處所及設備之毀損
8. 抗辯費用

#### 二、除外不保事項，詳本保險契約條款內容。

### **Chubb Electronic and Computer Crime Policy**

#### 一、承保範圍

1. COMPUTER SYSTEMS
2. ELECTRONIC COMPUTER PROGRAMS
3. ELECTRONIC DATA AND MEDIACOMPUTER VIRUS
4. ELECTRONIC AND TELEFACSIMILE COMMUNICATIONS
5. ELECTRONIC TRANSMISSIONS
6. ELECTRONIC SECURITIES
7. VOICE INITIATED INSTRUCTIONS

#### 二、除外不保事項

This Policy does not cover:

1. Loss resulting from any of the perils covered by the Assured's Financial Institution Bond.
2. Loss caused by an identifiable director or employee of the Assured or by a person or persons in collusion with said director or employee of the Assured.  
Prior knowledge by any employee that a fraudulent act by a person or persons not in the employ of the Assured has been or will be perpetrated shall for the intent and purpose of this Policy be deemed to be collusion should said employee wilfully or deliberately withhold this knowledge from the Assured. The withholding of knowledge from the Assured by an employee because of a threat to do bodily harm to any person or to do damage to the premises or property of the Assured shall not be deemed to be or to constitute collusion.
3. Loss of potential income including but not limited to interest and dividends.
4. Indirect or consequential loss of any nature.
5. Liability assumed by the Assured by agreement under any contract unless such liability would have attached to the Assured even in the absence of such agreement.
6. All fees, costs and expenses incurred by the Assured:
  - (a) in establishing the existence of or amount of loss covered under this Policy or
  - (b) as a party to any legal proceeding except as provided by General Condition 6.
7. Any loss or damage which arises directly or indirectly by reason of or in connection with war invasion act or

foreign enemy hostilities or warlike operations (whether war has been declared or not). Civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted Authority. IN ANY CLAIM, and in any action, suit or other proceeding to enforce a claim under this Policy for loss or damage, the BURDEN OF PROVING that such loss or damage does not fall within this General Exclusion shall be upon the Assured.

8. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
9. Loss as a result of a threat:
  - (a) to do bodily harm to any person, except loss of Electronic Data Processing Media or Electronic Data in transit in the custody of any person acting as messenger provided that when such transit was initiated there was no knowledge by the Assured of any such threat; or
  - (b) to do damage to the premises or property of the Assured.
10. Loss of Electronic Data Processing Media or Electronic Data while in the mail or with a carrier for hire other than an armoured motor vehicle company.
11. Loss of Electronic Data, Electronic Data Processing Media or Electronic Computer Programs except as valued under General Condition 11.
12. Loss resulting directly or indirectly from:
  - (a) written instructions or advises, or
  - (b) telegraphic or cable instructions or advises, or
  - (c) instructions or advice's by voice over telephone, unless such instructions are covered under Insuring Clause 8, or
  - (d) Telefacsimile instructions or advice's unless said Telefacsimile instructions or advice's are covered under Insuring Clauses 5, 6 or 7.
13. Loss resulting directly or indirectly from forged, altered or fraudulent negotiable instruments, securities, documents or written instruments used as source documentation in the preparation of Electronic Data or manually keyed in a data terminal.
14. Loss of negotiable instruments, securities, documents or written instruments except as converted to Electronic Data and then only in that converted form.
15. Loss resulting directly or indirectly from the accessing of any confidential information including but not limited to trade secret information, computer programs or customer information.
16. Loss resulting from mechanical failure, faulty construction, error in design, latent defect, wear or tear, gradual deterioration, electrical disturbance, Electronic Data Processing Media failure or breakdown or any malfunction or errors or omissions in processing.
17. Loss resulting directly or indirectly from the fraudulent preparation, fraudulent modification, alteration or destruction of Electronic Computer Programs unless covered under Insuring Clauses 2, 3 or 4.
18. Loss by reason of the input of Electronic Data at an authorised electronic terminal of an Electronic Funds Transfer System or a Customer Communication system by a customer or other person who had authorised access to the customer's authentication mechanism.
19. Loss resulting from fraudulent features contained in Electronic Computer Programs developed for sale to others that are sold to multiple customers at the time of their acquisition from a vendor or consultant.
20. Loss resulting directly or indirectly from any Computer Virus unless covered under Insuring Clause 4.
21. Any loss:
  - (a) sustained prior to the Retroactive Date or any loss involving any act, transaction or event which occurred or commenced prior to the Retroactive Date, or
  - (b) discovered prior to the inception date of the Policy Period stated in the Schedule, or
  - (c) discovered subsequent to the termination of the Policy, or
  - (d) notified to a prior insurer.
22. Loss resulting directly or indirectly from a Telephone Banking System or from or arising out of the authorised or unauthorised use of a private branch exchange, voice mail processor, automated call attendant or a computer system with a similar capacity used for the direction or routing of telephone calls in a voice communications network or a cellular phone system, unless covered under Insuring Clause 1 (c).

### **Interlocking of Limits – Chubb Bond/ECC Policies**

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The combined total Policy Limit that Chubb shall be liable to pay for losses arising out of all insurance covers combined involving both this Policy and also [\*insert policy name\*] (policy number [\*insert policy number\*]) is US\$[\*insert limit of policy\*].

This Endorsement does not increase the Policy limit.

In all other respects this Policy remains unaltered.

### 共用責任限額附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限制及除外不保事項有不同規定者外）：

本公司就本保險單與[填寫保險單名稱][填寫保險單號碼] 涉及之所有承保範圍內產生之所有損失，合計應負擔之總責任限額為美金 [填寫責任限額]元。

本附加條款不增加本保險單之責任限額。

本附加條款未約定事項悉依本保險單約定辦理。

### 金融機構綜合保險

#### 特別約定附加條款

##### 第一條 承保範圍

茲經雙方同意如下（除本保險單有其他條款、條件、責任限制及除外不保事項有不同規定者外）：

(1) 就承保範圍第 1 條受僱人不誠實新增下列約定：

本公司就**被保險人**因**受僱人**利用行使職務之便，所為之不誠實或詐欺行為，致第三人受有**財產**上之損失，而遭受連帶賠償請求時，本公司於民事判決確定或法律顧問建議後(相關適用請詳下段)就超過自負額的部分負擔賠償責任。

(2) 承保範圍第 8 條抗辯費用以下列約定取代：

如發生本附加條款第 1 項約定之新增承保範圍所導致之任何損失，且**被保險人**可提出其作為可追回或可保全本保險單所承保之損失之具體理由，本公司將賠償**被保險人**為抗辯任何請求、賠償請求、訴訟或法律程序所產生的、並且**被保險人**已支付的所有合理的法律費用、成本及支出(包括但不限於律師費用、裁判費、保全程序費用及其他非訟程序費用)本公司同意在「每一受僱人之責任限額」百分之十五額度內支付抗辯費用(不包含**被保險人**本身費用)，倘單一損失係由一位以上且不同級別**受僱人**之不誠實或詐欺行為所致，以較高之「每一受僱人之責任限額」計算之。抗辯費用無自負額之適用，且於**責任限額**外額外計算。

雙方進一步同意，本公司就**被保險人**為確認本保險單所承保的損失是否成立或為確定損失金額所支付的費用、成本或其他支出(不論是否為法律上、會計上或其他的服務而支出)，不負擔賠償責任。

**被保險人**因本保險單所承保的損失而遭受任何請求、賠償請求、訴訟或法律程序時，本公司有權隨時接管並以**被保險人**的名義進行抗辯。然而，僅當**被保險人**和本公司共同指定的法律顧問建議對某一法律程序進行抗辯時，**被保險人**才有義務進行抗辯。法律顧問人選由雙方協議選定，如無法達成協議者，則由**被保險人**自本公司所提名之三位法律顧問人選中選定乙名。

倘法律顧問於考量所有情形後，建議應就賠償請求尋求和解時，本公司將於收到**被保險人**之同意後（無正當理由不得拒絕同意），依法律顧問之建議辦理。若本公司在收到法律顧問之意見表示認為應就賠償請求尋求和解，本公司亦有權對該賠償請求進行和解。於此情形下，本公司將就賠償請求徵詢**被保險人**的意見。倘**被保險人**選擇不依法律顧問的建議尋求和解，而選擇對於賠償請求提出爭辯者，則本公司之責任將僅限於法律顧問所建議之和解金額，加上截至該建議作成之日起已經產生之抗辯費用。

(3) 除外不保事項第 18 條以下列約定取代：

**被保險人**依法應負責任之任何及所有損害賠償（無論是懲罰性、懲戒性或其他任何形式）；但若該損害賠償為本保險單或本附加條款第 1 項約定之新增承保範圍時，不在此限。

##### 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定

### 金融機構綜合保險

#### 特定組織除外不保附加條款

##### 第一條 除外不保事項

茲經雙方同意如下（其他事項仍應適用本保險單其他條款、條件、責任限額及除外不保條款）：

以下組織非本保險單之**被保險公司**：

[填入組織]

## 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定。

# Chubb Elite Personal Information Protection Insurance Policy

## 一、承保範圍

### 1. Insuring Clause

#### 1.1 Privacy Infringement Liability Cover and Defamation Cover

**Chubb** shall pay on behalf of the **Insured** any **Loss** arising from any **Claim** provided that such **Claim**:

- (a) is first made against the **Insured** during the **Period of Insurance**; and
- (b) is notified to **Chubb** in accordance with Clause 4.1 (Notification of Claims); and
- (c) arises from an act, error or omission of the **Insured** occurring on or after the **Retroactive Date**.

### 2. Automatic Extensions

Each of the following Extensions automatically apply unless otherwise stated in the endorsements. Each of the Extensions is subject to the **Schedule**, the **Excess**, Insuring Clause, Exclusions, Definitions and other terms of this **Policy** unless otherwise stated in this Section 2. None of the Extensions increase the limits of liability specified in the **Schedule**.

#### 2.1 Notification Expenses

**Chubb** agrees to pay on behalf of the **Insured** the **Notification Expenses** provided that:

- (a) this indemnity will only extend to breach by the **Insured** of **Personal Information Law** during the **Period of Insurance** and notified to **Chubb** in accordance with Clause 4.1 (Notification of Claims) notwithstanding that there might not yet be a **Claim** in that regard; and
- (b) this indemnity is subject to the written consent of **Chubb** before the incurring of the **Notification Expenses**; and
- (c) **Chubb's** liability under this Extension 2.1, whether for one or more **Insureds**, shall not exceed in the aggregate NT\$400,000 which sum shall:
  - (i) where a **Claim** is made in connection with the breach by the **Insured** of **Personal Information Law** giving rise to the **Notification Expenses**, be part of and not in addition to the sum specified in Item 6(a) of the **Schedule**; or
  - (ii) where a **Claim** is not made in connection with the breach by the **Insured** of **Personal Information Law** giving rise to the **Notification Expenses**, be part of and not in addition to the sum specified in Item 6(b) of the **Schedule**.

The **Excess** does not apply to this Extension 2.1.

#### 2.2 Crisis Management Costs

**Chubb** agrees to pay on behalf of the **Insured** the **Crisis Management Costs** provided that:

- (a) this indemnity will only extend to breach by the **Insured** of **Personal Information Law** during the **Period of Insurance** and notified to **Chubb** in accordance with Clause 4.1 (Notification of Claims) notwithstanding there might not yet be a **Claim** in that regard; and
- (b) this indemnity is subject to the written consent of **Chubb** before the incurring of the **Crisis Management Costs**; and
- (c) **Chubb's** liability under this Extension 2.2, whether for one or more **Insureds**, shall not exceed in the aggregate NT\$400,000 which sum shall:
  - (i) where a **Claim** is made in connection with the breach by the **Insured** of **Personal Information Law** giving rise to the **Crisis Management Costs**, be part of and not in addition to the sum specified in Item 6(a) of the **Schedule**; or
  - (ii) where a **Claim** is not made in connection with the breach by the **Insured** of **Personal Information Law** giving rise to the **Crisis Management Costs**, be part of and not in addition to the sum specified in Item 6(b) of the **Schedule**.

The **Excess** does not apply to this Extension 2.2.

#### 2.3 Consultants, Contractors, Subcontractors and Agents

**Chubb** agrees to extend cover to any **Loss** resulting from a **Claim** against the **Insured** arising from any consultant, contractor, subcontractor or agent of the **Insured** for whose acts, errors or omissions the **Insured** is legally liable in the conduct of the **Business**.

This Extension neither affords coverage to any consultant, contractor, subcontractor or agent of the **Insured** nor makes any such person or entity an **Insured**.

#### 2.4 Newly Acquired or Created Subsidiaries

**Chubb** agrees to extend cover under this **Policy** to any **Subsidiary** of the **Firm** which is acquired or created during the **Period of Insurance**, provided that:

- (a) such coverage will automatically be revoked 30 days after the effective date of such acquisition or

- creation or upon the expiry date of the **Period of Insurance**, whichever is earlier; and
- (b) this Extension does not provide coverage in respect of any **Claim** against the **Subsidiary** arising from an act, error or omission occurring before the **Firm** acquires or creates the **Subsidiary**.

**Chubb** may, at its discretion, agree to provide further coverage beyond the 30 days period if the **Insured** has

- (i) notified **Chubb** of the acquisition or creation of the **Subsidiary**; and
- (ii) provided any additional information requested by **Chubb**; and
- (iii) agreed to any additional terms imposed by **Chubb** including the charging of any additional premium considered appropriate, additional or different exclusions, or other terms.

## 2.5 Run Off Cover for Firm

In the event that the **Firm** is merged into or acquired by another entity or otherwise ceases to exist or operate during the **Period of Insurance**, the coverage provided under the **Policy** for the **Firm** shall continue until the end of the **Period of Insurance**, provided that such coverage shall only apply in respect of a **Claim** that arises from an act, error or omission by the **Firm** in the conduct of the **Business** occurring:

- (a) on or after the **Retroactive Date**; and
- (b) before the date the **Firm** ceased to exist or operate or was merged into or acquired by another entity.

## 2.6 Continuous Cover

If an **Insured** was continuously covered by **Chubb** under successive primary policies from the date when that **Insured** first became aware of any **Claim** or **Circumstance** referred to in **Exclusion 3.7** (Prior Matters), **Chubb** will not rely on that **Exclusion**, provided that:

- (a) the failure of that **Insured** to disclose the **Claim** or **Circumstance** before the commencement of the **Period of Insurance** was not fraudulent; and
- (b) that **Insured's** entitlement to indemnity will be determined in accordance with the terms of, and subject to the excess of, the policy held by that **Insured** with **Chubb** on the date when that **Insured** first became aware of the **Claim** or **Circumstance**; but **Chubb's** limit of liability will be the lower of:
  - (i) the policy held by that **Insured** with **Chubb** on the date when that **Insured** first became aware of the **Claim** or **Circumstance**; or
  - (ii) this **Policy**; and
- (c) that **Insured's** entitlement to indemnity will be reduced by the amount that, in the reasonable opinion of **Chubb**, fairly represents the extent to which **Chubb's** interests were prejudiced by the failure to notify the **Claim** or **Circumstance** when that **Insured** first became aware of it; and
- (d) if the policy referred to in paragraph (b) above was co-insured, then **Chubb** will not be liable for more than its proportion of the indemnity provided by that policy.

The cover provided by this **Extension** will not apply if the **Insured** is entitled to indemnity under any preceding policy in respect of the **Claim**.

## 2.7 Legal Representation at Inquiries

**Chubb** agrees to pay on behalf of the **Insured** its reasonable costs and expenses of legal representation at any proceedings before any duly constituted court, tribunal, hearing or inquiry or otherwise having the power to compel attendance of witnesses at which the **Insured** should, in the opinion of **Chubb**, be represented by reason of the **Insured's** collection, use, disclosure, processing, handling, transfer or storage of **Personal Information** in the conduct of the **Business** and which proceedings might give rise to or have given rise to a **Claim** provided that:

- (a) this indemnity will only extend to proceedings first commenced against the **Insured** during the **Period of Insurance** and notified to **Chubb** in accordance with Clause 4.1 (Notification of Claims) notwithstanding those proceedings might not yet have given rise to a **Claim**; and
- (b) this indemnity is subject to the written consent of **Chubb** before the incurring of those legal costs and expenses; and
- (c) **Chubb's** liability under this Extension 2.7, whether for one or more **Insureds**, shall not exceed in the aggregate NT\$400,000 which sum shall:
  - (i) where a **Claim** is made in connection with the circumstances giving rise to those proceedings, be part of and not in addition to the sum specified in Item 6(a) of the **Schedule**; or
  - (ii) where a **Claim** is not made in connection with the circumstances giving rise to those proceedings, be part of and not in addition to the sum specified in Item 6(b) of the **Schedule**.

## 二、除外不保事項

### 3. Exclusions

**Chubb** shall not be liable to make any payment under this **Policy** on account of any **Claim** or **Loss**:

#### 3.1 Assumed Liabilities & Duties

based on or arising out of any warranty, guarantee, indemnity or other contractual undertaking or obligation to the extent that:

- (a) it extends a duty of any **Insured** beyond exercising the standard of care and skill reasonably to be

- expected in the circumstances; or
- (b) it increases the **Insured's** liability beyond the amount that would have been payable in the absence of such warranty, guarantee, indemnity or other contractual undertaking or obligation.
- 3.2 Bodily Injury & Property Damage**  
for:
- (a) any bodily or physical injury, sickness, disease, death, mental injury, mental anguish, injury to feelings or nervous shock; or
- (b) any damage to or destruction of property (including the loss of use of property).
- 3.3 Financial Failure & Trading Debts**  
directly or indirectly caused by, arising out of or in any way connected with:
- (a) the insolvency, bankruptcy or liquidation of an **Insured**; or
- (b) any alleged or actual failure to pay any trading or personal debt of an **Insured**; or
- (c) any guarantee or other undertaking or obligation given by an **Insured** for a debt.
- 3.4 Fraud, Dishonesty & Intentional Conduct**  
directly or indirectly caused by, arising out of or in any way connected with any **Insured** committing or condoning or allegedly committing or condoning any:
- (a) dishonest, fraudulent, malicious or criminal act or omission; or
- (b) wilful or intentional breach of any right, regulation, statute, contract or duty.
- 3.5 Obligations to Employees**  
for, directly or indirectly caused by or arising out of or in any way connected with any breach of any obligation owed to any **Employee** arising out of or in the course of that **Employee's** employment by the **Insured**.
- 3.6 Pollution, Radioactivity & Asbestos**  
directly or indirectly caused by, arising out of, based on or in any way connected with:
- (a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** into or upon the land, atmosphere or any watercourse or body of water; or
- (b) the cost of preventing, monitoring, removing, containing, treating, detoxifying, neutralising, nullifying or cleaning up of **Pollutants**; or
- (c) any radioactive, toxic, contaminating, explosive or other hazardous properties of any nuclear or atomic operation, installation, reactor, assembly, component, device, weapon, material, fuel or waste from the combustion of nuclear fuel; or
- (d) asbestos in whatever form or quantity.
- 3.7 Prior Matters**
- (a) first made, in the case of a **Claim**, or first incurred, in the case of a **Loss**, before the **Period of Insurance**; or
- (b) notified, in whole or part, to **Chubb** or any other insurer before the **Period of Insurance**; and **Chubb** shall not be liable to make any payment under this **Policy** on account of:
- (c) any **Circumstance** notified, in whole or part, to **Chubb** or any other insurer before the **Period of Insurance**; or
- (d) any **Circumstance** of which the **Insured** first became aware before the **Period of Insurance**.
- 3.8 Products Liability**  
directly or indirectly caused by, arising out of or in any way connected with any goods or products manufactured, distributed, supplied, sold, installed, repaired, maintained, treated, assembled or processed by or on behalf of any **Insured**.
- 3.9 Related Persons & Entities**  
brought or maintained by or on behalf of, in the case of a **Claim**, or incurred by, in the case of a **Loss**:
- (a) any **Insured** or parent company of any **Insured**; or
- (b) any entity within the same group of companies as the **Insured**; or
- (c) any person who, at the time of the act, error or omission giving rise to the **Claim** is a **Relative** of any **Insured**; or
- (d) any entity operated or controlled by any **Insured** or **Relative** of the **Insured**; or
- (e) any entity in which an **Insured** has a **Financial Interest**, unless such **Claim** originates from an independent third party claimant.
- 3.10 War & Terrorism**  
directly or indirectly caused by, arising out of or in any way connected with:
- (a) any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public authority; or
- (b) any 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), which from its nature or context is done for, or in connection with, political, religious

ideological, ethnic or similar purposes or reasons, including with the intention to influence any government and/or put the public, or any section of the public, in fear.

### 3.11 Security Failure

directly or indirectly caused by, arising out of or in any way connected with the failure of any **Insured** to take all reasonable and proper steps and precautions to maintain and upgrade the **Computer System** to no lesser than the security standards prevailing in the industry in which the **Business** is carried on or to maintain the security of **Personal Information** and otherwise comply with **Personal Information Law** to no lesser than the general security standards prevailing in that industry.

### 3.12 System Failure

directly or indirectly caused by, arising out of or in any way connected with the failure of any mechanical, electrical, computer or telecommunications system including a **Computer System**.

### 3.13 Disobedience

directly or indirectly caused by, arising out of or in any way connected with the failure of any **Insured** to obey an order of or notice from any government, regulatory or public authority to make correction or take action in the event of a breach of **Personal Information Law**.

### 3.14 Sanction

to the extent that the provision of cover for that **Claim** or **Loss** or payment of that **Claim** or for that **Loss** would directly or indirectly expose **Chubb**, or its parent or affiliate or ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Taiwan or United States of America.

## Chubb Elite Personal Information Protection Insurance Policy

### Tie In Limits Endorsement

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The combined total aggregate limit of liability that Chubb shall be liable to pay for all Loss arising out of all Claims made against all Insureds under all insurance covers combined involving both this Policy and also policy number [insert policy number] shall be US\$[insert policy limit].

This endorsement shall not be construed so as to increase the Limit of Liability shown in Item 6 of the Schedule.

In all other respects this Policy remains unaltered.

## Chubb Elite Personal Information Protection Insurance Policy

### Policy Period Extension Endorsement

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

In consideration of the payment of an additional premium of **#[insert amount]**, Item (5) of the **Schedule** is amended to read as follows:

‘**Period of Insurance:** From: **[insert inception date of the original policy period]**

To: **[insert expiry date of the extension period]**

Both dates inclusive, standard time at the Principal Address in Item 2 above.’

**Chubb’s** maximum aggregate liability for all **Loss**, as stated in General Conditions 5.1, shall remain unchanged.

In all other respects this **Policy** remains unaltered.

## 菁英個人資料保護保險

### 一、承保範圍

#### 1. 承保條款

##### 1.1 隱私侵害責任及誹謗

對於被保險人因遭受賠償請求所衍生之損失，且該賠償請求符合下列情形者，本公司應代被保險人支付：

- (a) 被保險人於保險期間內首次受到請求；且
- (b) 依據第 4.1 條（賠償請求之通知）通知本公司；且
- (c) 係起因於被保險人於追溯日或之後之行為、錯誤或疏漏者。

#### 1. 自動擴大承保條款

除另於附加條款註明外，下列每項擴大承保條款將自動適用。除第 2 條另有其他規定外，承保明細表、自負額、承保條款、除外不保事項、定義及本保險單其他條款均適用於每一擴大承保條款。承保明細表所載之責任限額不因擴大承保條款而增加。

##### 2.1 通知費用

符合下列情況者，本公司同意代被保險人支付通知費用：

- (a) 僅針對被保險人於保險期間內違反個人資料法律並依據第 4.1 條（賠償請求之通知）通知本公司者為擴大



承保，無論是否已導致賠償請求；且

(b) 於產生通知費用前應先取得本公司之書面同意；且

(c) 無論被保險人人數多寡，本公司就 2.1 擴大承保條款於保險期間內所負之責任不超過 元：

(i) 當被保險人違反個人資料法律產生通知費用而有相關賠償請求提出時，該金額應包含於承保明細表第 6(a) 項所載之限額內，而非額外計算；或

(ii) 當被保險人違反個人資料法律產生通知費用而無相關賠償請求提出時，該金額應包含於承保明細表第

6(b) 項所載之限額內，而非額外計算。

本 2.1 擴大承保條款不適用自負額。

## 2.2 危機管理費用

符合下列情況者，本公司同意代被保險人支付危機管理費用：

(a) 僅針對被保險人於保險期間內違反個人資料法律並依據第 4.1 條（賠償請求之通知）通知本公司者為擴大承保，無論是否已導致賠償請求；且

(b) 於產生危機管理費用前應先取得本公司之書面同意；且

(c) 無論被保險人人數，本公司就本 2.2 擴大承保條款於保險期間內所負之責任不超過 元：

(i) 當被保險人違反個人資料法律產生危機管理費用而有相關賠償請求提出時，該金額應包含於承保明細表第 6(a) 項所載之限額內，而非額外計算；或

(ii) 當被保險人違反個人資料法律產生危機管理費用而無相關賠償請求提出時，該金額應包含於承保明細表第 6(b) 項所載之限額內，而非額外計算。

本 2.2 擴大承保條款不適用自負額。

## 2.3 顧問、承包商、分包商及代理人

對於被保險人執行業務時依法應就其顧問、承包商、分包商或代理人之行為、錯誤或疏漏負賠償責任時，本公司同意擴大承保被保險人受賠償請求而產生之任何損失。

本擴大承保條款並未將被保險人之任何顧問、承包商、分包商或代理人納入承保範圍，亦未使前開人士或組織成為被保險人。

## 2.4 新收購或設立之從屬公司

本公司同意於本保險單擴大承保要保人於保險期間內所收購或設立之任何從屬公司，惟應符合以下條件：

(a) 承保範圍於該收購或設立生效日後三十日或保險期間屆滿時（以較早發生者為準）自動失效；及

(b) 本擴大承保條款並未涵蓋從屬公司因要保人收購或設立從屬公司前之行為、錯誤或疏漏而遭受之賠償請求。

如被保險人已符合以下條件，本公司得自行決定，同意於前述三十日屆滿後仍提供保障：

(i) 通知本公司該收購或設立從屬公司之事宜；且

(ii) 提供本公司要求之額外資訊；且

(iii) 同意本公司所提出之任何額外條件，包含收取適當之額外保險費、額外或不同的除外責任或其他條款。

## 2.5 要保人被併購或停業時之持續承保

若要保人於保險期間內被另一組織合併或收購，或因其他原因停止存續或營運，則依據本保險單對於要保人之保障於保險期間屆滿前仍繼續有效，惟保障僅適用於起因於要保人於以下期間執行業務的行為、錯誤或疏漏所遭受之賠償請求：

(a) 追溯日當天或之後；及

(b) 要保人停止存續或營運或由另一組織合併或收購之日之前。

## 2.6 繼續承保

若被保險人於首次知悉第 3.7 條除外不保事項（先前事件）所載之任何賠償請求或情事之當日，為本公司之基層責任保險所持續承保者，則本公司將不會適用該除外不保事項，惟應符合以下條件：

(a) 該被保險人並非出於詐欺而未於保險期間開始前揭露賠償請求或情事；且

(b) 該被保險人獲得理賠之權利，應依據該被保險人首次知悉賠償請求或情形之當日，本公司所核發保險單之條款及自負額決定；但本公司之責任限額以下列孰低者為準：

(i) 該被保險人首次知悉賠償請求或情事之當日由本公司承保之保險單；或

(ii) 本保險單；且

(c) 該被保險人獲得理賠之權利，應依據本公司合理意見認為可公平反應本公司因該被保險人於首次知悉賠償請求或情事時未能通知，而減損本公司之利益程度之金額，由理賠金額中扣除；且

(d) 若(b)段所載保險單為共同保險，則本公司之責任不超過該保險單所約定之承保比例。

若該被保險人就賠償請求有權依據任何先前之保險單獲得理賠，則本擴大承保條款不予適用。

## 2.7 調查程序中之律師代理

被保險人因執行業務而蒐集、利用、揭露、處理、管理、傳輸或儲存個人資料，而被要求參與任何依法組成之法院、法庭、聽證、調查或依法得強制出席作證之程序，且該程序可能導致或已經導致賠償請求，當本公司認為被保險人參與該程序應由律師代理時，本公司同意代被保險人支付因律師代理所產生之合理費用及開支；惟應符合以下條件：

- (a) 僅針對於保險期間內被保險人首次遭受之程序且已依第 4.1 條（賠償請求之通知）通知本公司者為擴大承保，不論該程序是否導致賠償請求；且
- (b) 於產生法律費用及開支前獲得本公司書面同意；且
- (c) 無論被保險人人數多寡，本公司就本 2.7 擴大承保條款於保險期間內所負之責任不超過 元：
- (i) 當導致上述程序之情事有相關賠償請求提出時，該金額應包含於承保明細表第 6(a)項所載之限額內，而非額外計算；或
- (ii) 當導致上述程序之情事無相關賠償請求提出時，該金額應包含於承保明細表第 6(b)項所載之限額內，而非額外計算。

## 二、除外不保事項

### 3. 除外不保事項

本保險單不承保以下事項之賠償請求所導致之損失，除非任何擴大承保事項涵蓋該賠償請求或損失，本公司依本保險單不負任何賠償責任：

#### 3.1 預設之責任及義務

根據或起因於下列任何擔保、保證、賠償或其他契約承諾或義務所衍生者：

- (a) 超出依當時情形可合理期待被保險人行使之注意義務標準及技術而擴大之責任；或
- (b) 超出上述擔保、保證、賠償或其他契約承諾或義務不存在時，被保險人原應支付之金額所增加之責任。

#### 3.2 身體傷害及財產損害

- (a) 任何身體或肉體傷害、病痛、疾病、死亡、精神傷害、精神痛苦、精神打擊或感情傷害；或
- (b) 財產上任何損害或毀損（含財產無法使用）。

#### 3.3 財務危機或交易債務

直接或間接由以下情形所導致、起因或相關者：

- (a) 被保險人失卻清償能力、破產或清算；或
- (b) 被保險人被主張或實際上不能支付其任何交易或個人債務；或
- (c) 被保險人針對債務提供之任何保證或其他承諾或義務。

#### 3.4 詐欺、不誠實及故意行為

被保險人從事或宥恕或被主張有從事或宥恕以下任何行為，而直接或間接所導致、起因或相關者：

- (a) 不誠實、詐欺、惡意或犯罪行為或犯罪疏漏；或
- (b) 蓄意或故意違反任何權利、規範、法規、契約或義務。

#### 3.5 對於受僱人之義務

任何被保險人違反基於僱傭關係對受僱人所應負之任何義務。

#### 3.6 污染、輻射及石棉

直接或間接由以下情形所導致、衍生、基於或相關者：

- (a) 實際、被指稱或有發生之虞之污染物排放、滲透、擴散、散佈、釋放或洩漏到土地、大氣或任何水道或水體；或
- (b) 預防、監測、移除、封鎖、處理、去除毒素、中和、抵銷或清理污染物之成本；或
- (c) 任何由核子或原子運轉、安裝、反應爐、裝配、組件、裝置、武器、材料、燃料或核燃料燃燒的廢料產生任何放射性、毒性、污染性、爆炸性或其他有害性質；或
- (d) 任何形式或數量之石棉。

#### 3.7 先前事件

- (a) 賠償請求之首次提起或損失之首次發生係在保險期間之前；或
- (b) 在保險期間之前已就部分或全部之賠償請求通知本公司或其他任何保險人；且本公司依照本保險單對由以下所導致者不應負擔理賠責任：
- (c) 在保險期間之前已就部分或全部之情事通知本公司或其他任何保險人；或
- (d) 被保險人首次知悉任何情事係在保險期間之前。

#### 3.8 產品責任

直接或間接由被保險人或代其製造、經銷、供應、出售、安裝、修繕、維護、處理、組裝或加工之任何商品或產品所導致、衍生或相關者。

#### 3.9 關係人及組織

係指由以下對象所提出或繼續，或代其為之者：

- (a) 任何被保險人或被保險人之母公司；或
- (b) 與被保險人隸屬於相同公司集團之任何組織；或
- (c) 於導致賠償請求之行為、錯誤或疏漏當時，為任何被保險人之關係人；或
- (d) 任何被保險人或其關係人所經營或控制之任何組織；或
- (e) 被保險人具有財務上利益之任何組織。

惟該賠償請求係源於獨立第三方請求人時不適用。

### 3.10 戰爭及恐怖主義

直接或間接由以下情形所導致、衍生或相關者：

- (a) 任何戰爭、侵略、外敵之行為、敵對(無論宣戰與否)、內戰、叛亂、革命、暴動、軍事或篡奪之強權或財產遭任何政府或公權力(或由其下令)沒入、收歸國有、徵用或毀損；或
- (b) 任何人或羣體之行為(包含但不限於使用武力或暴力及/或以此威脅之)，無論係單獨行動或為任何組織或政府所為或與之相關者，其性質或情境係基於政治、宗教、意識型態、族群或類似目的或理由而為之，包含其目的在於影響任何政府及/或使公眾或特定公眾陷於恐懼。

### 3.11 安全不足

直接或間接因被保險人未能採取合理且適當之手段及措施以維護並升級其電腦系統以達到不低於其從事業務之產業所頒布的安全標準，或未能維護個人資料安全以達到不低於同業有關個人資料保護之一般標準所導致、衍生或相關者。

### 3.12 基礎設施故障

直接或間接因任何機械、電力或包括電腦系統之電信系統故障所導致、衍生或相關者。

### 3.13 違反處分或命令

直接或間接因任何被保險人違反個人資料法律且未依政府或主管機關之處分或命令改正所導致、衍生或相關者

### 3.14 制裁

若承保賠償請求或損失或給付賠償請求或損失將直接間接造成本公司、本公司之母公司或關係企業或最終控股公司違反任何聯合國所通過之制裁、禁止或限制決議，或中華民國或美國之經濟或商務制裁、法令或法規者。

## 菁英個人資料保護保險

### 共用責任限額附加條款

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

本公司就針對所有被保險人提出之所有賠償請求之所有損失，在本保險單與[填寫保險單號碼]保險單涉及之所有承保範圍內，所應負之合併累積責任限額為美金 [填寫責任限額]元。

本附加條款不應解釋為提高承保明細表第六項所列之累積責任限額。

本附加條款未約定事項悉依本保險單約定辦理。

## 安達產物企業資訊安全風險管理保險

### 一、 承保範圍

#### 1. 保險範圍

倘承保明細表第4項將任何承保範圍列為「未承保」，則該項承保範圍及本保單後續與該承保範圍相關之條款將被視為刪除，且本公司將不提供該保障。

#### 1.1 隱私責任

本公司將支付基於隱私錯誤行為，而於追溯日後且在保險期間終止前首次遭受隱私賠償請求並已依照一般條款第5.7條(通知義務)規定通知本公司，所導致之損害賠償及隱私賠償請求費用。

以下定義適用於本承保範圍：

#### A. 隱私賠償請求係指：

- i. 對被保險人提起金錢上損害賠償或非金錢上救濟之書面請求；
- ii. 對被保險人提起以尋求金錢上損害賠償或非金錢上救濟或暫時性禁制令(包括但不限於假扣押、假處分或其他於所適用法律下之救濟)之民事程序，該程序於送達書狀、索賠之聲明或相類似之請求後開始；
- iii. 對被保險人提起以尋求金錢上損害賠償或非金錢上救濟或暫時性禁制令之仲裁程序；或
- iv. 監理程序。
- v. 被保險人對本公司提出之書面通知，載明被保險人實際上或被指稱涉及隱私不法行為，且可能因此導致前揭第i項至第iv項之隱私賠償請求。

#### B. 隱私賠償請求費用係指：

- i. 被保險人經本公司事前書面同意，或是本公司就承保範圍內之隱私賠償請求進行調查或抗辯所產

- 生的合理且必要之律師費、專家證人費用及其他因此所產生的費用或支出；
  - ii. 為取得上訴擔保、訴訟保全擔保或類似保證而支付之合理且必要之費用，惟本公司並無申請或提供該類擔保之義務；及
  - iii. 事故應變費用。
- C. 隱私錯誤行為係指被保險人實際上或被指稱所為或企圖所為之任何錯誤、錯誤陳述、誤導性陳述、作為、不作為、過失、義務違反或個人損害，並且導致：
- i. 被保險人或被保險人在法律上須為其行為負責之獨立承包商對於下列未能依法蒐集、處置、處理、管理、保存、利用、刪除或為其他控制：
    - (a) 個人資料；或
    - (b) 依任何形式提供予被保險人之第三方公司資訊，且經特別註明為機密並受到與被保險人所訂定之保密協議或相類似之合約保護；或
  - ii. 非故意地違反被保險人的隱私權政策而導致觸犯任何隱私法規，包括但不限於被保險人非故意地而不法蒐集個人資料。

### 1.2 網路安全責任

本公司將支付基於網路安全不法行為，而於追溯日後且在保險期間終止前首次遭受網路安全賠償請求並已依照一般條款第 5.7 條（通知義務）規定通知本公司，所導致之損害賠償及網路安全賠償請求費用。

以下定義適用於本承保範圍：

- A. 網路安全賠償請求係指：
- i. 對被保險人提起金錢上損害賠償或非金錢上救濟之書面請求；
  - ii. 對被保險人提起以尋求金錢上損害賠償或非金錢上救濟或暫時性禁令性（包括但不限於假扣押、假處分或其他於所適用法律下之救濟）之民事程序，該程序於送達書狀、索賠之聲明或相類似之請求後開始；
  - iii. 對被保險人提起尋求金錢上損害賠償或非金錢上救濟或暫時性禁令性之仲裁程序；或
  - iv. 監理程序。
  - v. 被保險人對本公司提出之書面通知，載明被保險人實際上或被指稱涉及網路不法行為，且可能因此導致前揭第 i 項至第 iv 項之網路安全賠償請求。
- B. 網路安全賠償請求費用係指：
- i. 被保險人經本公司事前書面同意，或是本公司就承保範圍內之網路安全賠償請求進行調查或抗辯所產生的合理且必要之律師費、專家證人費用及其他因此所產生的費用或支出；
  - ii. 為取得上訴擔保、訴訟保全擔保或類似保證而支付之合理且必要之費用，惟本公司並無申請或提供該類擔保之義務；及
  - iii. 事故應變費用。
- C. 網路安全錯誤行為係指被保險人實際上或被指稱所為或企圖所為之任何錯誤、錯誤陳述、誤導性陳述、作為、不作為、過失、義務違反或個人損害，且導致網路安全之失效，包括未能阻止、禁止、防禦或偵測任何電腦惡意行為，包括：
- i. 惡意軟體；
  - ii. 駭客攻擊；
  - iii. 阻斷服務攻擊；或
  - iv. 未經授權之使用或存取。

### 1.3 媒體責任

本公司將支付基於媒體不法行為，而於追溯日後且在保險期間終止前首次遭受媒體賠償請求並已依照一般條款第 5.7 條（通知義務）規定通知本公司，所導致之損害賠償及媒體賠償請求費用。

以下定義適用於本承保範圍：

- A. 媒體賠償請求係指：
- i. 對被保險人提起金錢上損害賠償或非金錢上救濟之書面請求；
  - ii. 對被保險人提起以尋求金錢上損害賠償或非金錢上救濟或暫時性禁制令（包括但不限於假扣押、假處分或其他於所適用法律下之救濟）之民事程序，該程序於送達書狀、索賠之聲明或相類似之請求後開始；
  - iii. 對被保險人提起尋求金錢上損害賠償或非金錢上救濟或暫時性禁制令之仲裁程序；或
  - iv. 被保險人對本公司提出之書面通知，載明被保險人實際上或被指稱涉及媒體不法行為，且可能因此導致前揭第 i 項至第 iii 項之媒體賠償請求。
- B. 媒體賠償請求費用係指：

- i. 被保險人經本公司事前書面同意，或是本公司就承保範圍內之媒體賠償請求進行調查或抗辯所產生的合理且必要之律師費、專家證人費用及其他因此所產生的費用或支出；
  - ii. 為取得上訴擔保、訴訟保全擔保或類似保證而支付之合理且必要之費用，但本公司並無申請或提供該類擔保之義務；及
  - iii. 經本公司的事先書面同意，依一般定義中 3.17(D)(vi) 基於公共關係及危機溝通服務所產生之事故應變費用。
- C. 媒體內容係指被保險人或代表被保險人所發布在網路上，包含在社群媒體網站上之電子媒體
- D. 媒體服務係指發行、傳佈或播放媒體內容。
- E. 媒體錯誤行為係指被保險人在提供媒體服務過程中任何實際上或被指稱之下列行為：
- i. 蔑視或傷害任何人或機構之名譽或人格、誹謗、中傷、污穢、詆毀產品、商業誹謗、施加精神傷害、極度精神痛苦及傷害性詆毀；
  - ii. 竊聽、非法阻礙、惡意控告、暴行或嚴重侵害之行為；
  - iii. 剽竊、盜版或盜用與媒體內容有關連之構想；
  - iv. 侵犯著作權、網域名稱、商業外觀、標題或口號，或者損害或侵犯商標、服務標誌、服務名稱或商號；但不包括確實或被指稱侵犯任何專利或是營業秘密。
  - v. 被保險人創作或傳播媒體內容時的過失行為；
- F. 社群媒體網站係指容許用戶透過部落格、微網誌、社群網路及多人協同編撰的平台，創作與交換其原創內容為目的之第三方網站。

#### 1.4 網路勒索

本公司將支付於保險期間內首次發生之網路勒索事件並已依照一般條款 5.7（通知義務）通知本公司，而導致之網路勒索損害賠償及網路勒索費用。

以下定義適用於本承保範圍：

- A. 網路勒索費用係指經由本公司的事先書面同意（若無正當理由不得拒絕或遲延同意），直接因網路勒索事件所導致之合理且必要費用，包含聘用資訊科技顧問、公共關係顧問、法律及監理顧問以及危機談判專家的費用。
- B. 網路勒索損害賠償係指被保險人經由本公司的事先書面同意（若無正當理由不得拒絕或遲延同意），為終止或結束網路勒索事件所支付之金錢。在任何情況下本公司依本承保範圍 1.4 條給付之網路勒索損害賠償最高不得超過本公司合理地認為在本保單不存在的情況下所應支付的金額。
- C. 網路勒索事件係指第三方以索取錢財為目的，對被保險人所做出之任何可信的威脅或一系列關聯性的威脅，表示意圖要：
  - i. 發布、洩露、傳播、銷毀或使用儲存在被保險人的電腦系統上的機密或專有訊息，或是可識別個人的資訊；
  - ii. 變更、篡改、毀損、操縱、盜用、刪除或破壞被保險人的電腦系統上傳輸或儲存的數據、指令或任何電子訊息；
  - iii. 植入旨在修改、變更、毀損、破壞、刪除、感染或降低數據、應用程式、網絡或操作系統及相關軟體的完整性、質量或效能的任何惡意軟體；
  - iv. 對被保險人的電腦系統發動攻擊，從而消耗系統資源，或阻礙系統的授權使用者透過網際網路存取系統；
  - v. 植入惡意軟體或其他元件以使授權使用者無法進入被保險人的電腦系統；或
  - vi. 限制或阻礙進入被保險人的電腦系統；

#### 1.5 數據損失

本公司將支付於保險期間內首次發生之數據事故並已依照一般條款 5.7（通知義務）規定通知本公司，而導致之回復費用。

以下定義適用於本承保範圍：

數據事故係指以下列方式進入、篡改或破壞被保險人的數據：

- i. 電腦惡意行為；
- ii. 惡意軟體；
- iii. 駭客攻擊；
- iv. 未經授權的使用或進入；
- v. 阻斷服務攻擊；
- vi. 人為錯誤；
- vii. 程式設計錯誤；或
- viii. 影響被保險人的電腦系統的電源中斷、突波或驟降。

## 1.6 營業中斷

本公司將給付於保險期間內首次發生之營業中斷事故並已依照一般條款 5.7 (通知義務) 規定通知本公司, 而導致之營業中斷損失及回復費用。

本公司依本承保範圍 1.6 支付之回復費用最高不超過被保險人依據一般公認會計原則可以明確證明, 業已避免或防止營業中斷損失之金額。

以下定義適用於本承保範圍:

- A. 營業中斷事故係指完全且直接因為下述原因導致無法存取、中斷或干擾被保險人的電腦系統或數據:
- i. 電腦惡意行為;
  - ii. 惡意軟體;
  - iii. 駭客攻擊;
  - iv. 未經授權的使用或進入;
  - v. 阻斷服務攻擊;
  - vi. 人為錯誤;
  - vii. 程式設計錯誤; 或
  - viii. 被保險人控制的電子系統產生電源中斷、突波或驟降,

且非由於財產損害所致者。

- B. 營業中斷損失係指發生於補償期間內, 完全且直接因為營業中斷事故所致之淨利減少, 並扣除任何利用受損或未受損之數據、可用庫存、商品、替代設施、設備或人員彌補損失後的金額。

營業中斷損失不包括:

- i. 因無法進行任何形式的交易、投資、出脫、購買或出售任何形式金融證券或金融資產而造成的財務損失;
  - ii. 資產價值的波動;
  - iii. 在金融機構所開立的任何帳戶上的財務價值; 或
  - iv. 任何形式的資產無法賺得的利息或升值。
- C. 淨利減少係指補償期間內因營業所生的淨利, 與營業中斷事故發生前一年與補償期間相對應之同一期間 (即去年同期) 內該營業所生的淨利相比較所減少之金額, 且該差額應依營業中斷事故發生前一年以內所發生任何影響該期間內淨利的趨勢及情況作調整。

被保險人對本公司請求之補償時應檢附上損失的計算表。此一計算表應詳細說明如何計算損失和所為之假設。被保險人應依據本公司的要求提供書面證明文件, 包括任何適用的報告、帳簿、帳單、發票、其他憑證以及前開文件的副本。

本公司對損失之調整應充分考量影響營業獲利的趨勢或情況、以及如果未發生營業中斷事故將影響營業獲利的趨勢或情況, 包括可能影響淨利的所有市場環境的重大變化。

- D. 淨利係指被保險人已扣除所有固定費用之營業所產生之營業淨利之金額。

補償期間係指被保險人遭受營業中斷損失的期間, 自等待期間屆滿後起算, 但最長不超過三個月。

## 二、除外不保事項

### 4.1 不當行為

任何因被保險人或被保險人依法應對其行為負責之任何人所做之行為涉有下列情形之一, 而直接或間接導致、引起或與該等行為相關之賠償請求而造成之損害賠償、網路勒索損害賠償、營業中斷損失或費用, 本公司不負賠償責任:

- A. 從事或容許任何知情或故意的違反義務或違反法律之行為; 或
- B. 從事或容許任何刑事犯罪、欺詐或不誠實的作為或不作為; 或
- C. 被保險人無權獲得之任何實際或企圖獲得的個人利益、秘密利益或好處。

本除外不保事項僅適用於由最終裁決已確立或書面承認之行為。

於判斷本除外不保事項是否適用於特定被保險個人時, 任一被保險人之行為、所知事實或所持有之資訊, 不得推定亦適用於任何其他被保險個人。

於判斷本除外條款是否適用於被保險公司時, 只有任何曾任、現任或未來將擔任董事長、執行長、財務長、營運長、執行董事、公司秘書 (company secretary)、監察人、總經理、法務長、技術長、資訊安全長、負責主管人員或任何其他職位相當之人之行為、所知事實或所持有之資訊, 會被推定是用於該被保險公司。

### 4.2 身體傷害 / 財產損失

對於任何主張或基於、肇因於或可歸因於身體傷害或財產損失之賠償請求而導致的損害賠償或費用, 本公司不負賠償責任。

### 4.3 承擔之責任

任何因被保險人違反了任何明示、默示、實際或推定之契約、擔保、保證或承諾 (包括約定由被保險人承擔之違約條款或任何責任) 而導致之損害賠償或費用, 本公司不負賠償責任。本除外條款不適用於:

- A. 在沒有此類契約、擔保、承諾或協議的情況下，被保險人原本就會承擔之責任或義務；或
- B. 任何基於被保險人與被保險人的委託人所簽訂之書面契約或協議，且由於被保險人未能保護被保險人的委託人之客戶的個人資料的機密或隱私，而對被保險人所提出之任何隱私賠償請求。

#### 4.4 被保險人對被保險人的賠償請求

由被保險人或代表被保險人或被保險人依法應為其負責的任何其他自然人或實體所提出或主張之賠償請求而導致之損害賠償或費用，本公司不負賠償責任。惟本除外不保事項不適用於承保範圍第 1.1 條明確涵蓋的隱私錯誤行為。

#### 4.5 僱傭上錯誤行為

任何主張或基於、肇因於或可歸因於下列任何情形之任何賠償請求而導致之損害賠償或費用，本公司不負賠償責任：

- A. 任何形式的不法歧視；
- B. 由於上述歧視造成或與之相關的侮辱、騷擾及不當行為；
- C. 不當僱傭行為。

惟本除外不保事項不適用於主張與僱傭相關的隱私權侵害、或與僱傭相關的不當施加情緒困擾所提起之隱私賠償請求或網絡安全賠償請求，且該等賠償請求係屬於承保範圍第 1.1 或 1.2 條所承保的個人資料的遺失所引起的。

#### 4.6 費用

任何主張或基於、肇因於或可歸因於支付被保險人或被保險人所收取的任何費用、花費或成本之任何賠償請求而導致之損害賠償或費用，本公司不負賠償責任。

#### 4.7 先前事項

任何主張或基於、肇因於或可歸因於下列情形的任何賠償請求而導致之損害賠償、網路勒索損害賠償、營業中斷損失或費用，本公司不負賠償責任：

- A. 在保險期間開始前已對被保險人提起、威脅或表明的任何賠償請求；或
- B. 在保險期間開始前已對被保險人提起的任何訴訟或其他程序，或是和前述訴訟或其他程序主張相同或實質上相同事實或情況之任何訴訟或其他程序，或所衍生出的任何訴訟或其他程序；或
- C. 於要保書中告知或揭露的任何事實、情況、作為、不作為或賠償請求，或是在保險期間開始前，已通知任何其他保險人的任何事實、情況、作為、不作為或索賠；或
- D. 在保險期間開始前，被保險人已知悉或合理應知悉可能導致賠償請求之任何事實、情況、作為或不作為。

#### 4.8 網路存取

任何主張或基於、肇因於或可歸因於負責管理被保險人網站之網路服務供應者所提供之網路存取服務的錯誤、干擾或中斷，所產生的任何賠償請求而導致之損害賠償、營業中斷損失或費用，本公司不負賠償責任，除非該基礎設施係由被保險人操作控制。

#### 4.9 天災

任何主張或基於、肇因於或可歸因於火災、煙霧、爆炸、雷電、風、水災、地震、火山噴發、潮汐、山崩、冰雹、天災或任何其他因物理原理所導致之事故所產生的任何賠償請求而導致之損害賠償、營業中斷損失或費用，本公司不負賠償責任。

#### 4.10 戰爭與恐怖主義

任何主張或基於、肇因於或可歸因於戰爭、入侵、外國敵人之行為、恐怖主義、敵對行動或類似戰爭之行為（不論是或否宣戰）、罷工、停業、暴動、內戰、叛亂、革命、起義、因起義、軍事行動或篡奪權力而生之內部動亂，所產生的任何賠償請求而導致之損害賠償、營業中斷損失或費用，本公司不負賠償責任。惟本除外不保事項並不適用於網路恐怖主義行為所導致之賠償請求

#### 4.11 營業秘密

任何主張、基於、肇因於或可歸因於被保險人或代表被保險人持有之任何專利或營業秘密之有效性、無效性、侵害、違反或盜用所產生之任何賠償請求而導致之損害賠償或費用，本公司不負賠償責任。

#### 4.12 智慧財產

任何主張、基於、肇因於或可歸因於被保險人侵害、違反或盜用第三人之著作權、服務標章、商業名稱、商標或其他智慧財產所產生的任何賠償請求而導致之損害賠償或費用，本公司不負賠償責任。惟本除外不保事項不適用於在承保範圍第 1.1 或 1.3 條下所明確涵蓋之隱私錯誤行為或媒體錯誤行為。

#### 4.13 個人資料

任何主張或基於、肇因於或可歸因於被保險人未經授權、暗中或錯誤地收集個人資料或未能提供足夠的通知並獲得收集此類訊息的必要同意，或是因該等情況直接或間接導致、引發或涉及該等情況，之任何賠償請求而導致之損害賠償或費用，本公司不負賠償責任。惟本除外不保事項不適用於被保險人非故意的違反任何隱私法規，包括但不限於非故意的不法收集個人資料。

#### 4.14 媒體內容

任何主張或基於或可歸因於描述、說明或展示在媒體內容的實際商品、產品或服務之任何賠償請求（）而導致之損害

賠償或費用，其涉及承保範圍第 1.3 條之部分，本公司不負賠償責任。

#### 4.15 第一人損失

因下述賠償請求而導致之損害賠償、營業中斷損失或費用，其涉及承保範圍第 1.5 和 1.6 條之部分，本公司不負賠償責任：

- A. 主張或基於、肇因於或可歸因於數據(包括數據處理媒介)的正常損耗或逐漸折舊，。
- B. 主張或基於、肇因於或可歸因於任何公共機關或政府機構的行為，包含扣押、沒收和銷毀被保險人的電腦系統或數據。

#### 4.16 貿易和經濟制裁

如提供本保單下的任何保障、對賠償請求、損害賠償、網路勒索損害賠償、營業中斷損失、費用提供保障、支付保險金或提供利益將使本公司、或本公司的母公司或最終控股公司違反依聯合國之決議、或中華民國、歐盟、英國或美國之法規所施行之任何或貿易及經濟制裁、禁運或限制，則本公司不應提供該等保障，且本公司不應承擔該給付責任或提供任何利益。

## Chubb Cyber Enterprise Risk Management Insurance Policy

### 一、承保範圍

#### 1. Insuring Clauses

If “NOT COVERED” is shown in Item 4 of the **Schedule** in relation to any Insuring Clause, such Insuring Clause and any reference to it within this **Policy** is deemed to be deleted and such coverage is not afforded.

#### 1.7 Privacy Liability

We will pay **Damages** and **Privacy Claims Expenses** by reason of a **Privacy Claim** first made during the **Policy Period** and reported to **us** pursuant to General Condition 5.7 (Notification), for any **Privacy Wrongful Act** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

For the purposes of coverage under this Insuring Clause, the following definitions apply:

##### D. **Privacy Claim** means:

- i. a written demand against **you** for monetary damages or non-monetary relief;
- ii. a civil proceeding against **you** seeking monetary damages or non-monetary or injunctive relief (including but not limited to provisional attachments, provisional injunctions or other remedy under the applicable laws), commenced by the service of a complaint, statement of claim, or similar pleading;
- iii. an arbitration proceeding against **you** seeking monetary damages or non-monetary or injunctive relief; or
- iv. a **Regulatory Proceeding**.
- v. written notice by **you** to **us** of a **Privacy Wrongful Act** actually or allegedly committed by **you** which could give rise to a **Privacy Claim** under sections i-iv above.

##### E. **Privacy Claims Expenses** means:

- i. reasonable and necessary legal counsels' fees, expert witness fees and other fees and costs incurred by **us**, or by **you** with **our** prior written consent, in the investigation and defense of a covered **Privacy Claim**;
- ii. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided **we** shall have no obligation to apply for or furnish such bond; and
- iii. **Incident Response Expenses**.

##### F. **Privacy Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or **Personal Injury** offense actually or allegedly committed or attempted by **you**, resulting in:

- i. the failure by **you** or by an independent contractor for which **you** are legally responsible to collect, handle, process, manage, store, use, destroy or otherwise control:
  - (a) **Personal Data**; or
  - (b) third party corporate information in any format provided to **you** and specifically identified as confidential and protected under a nondisclosure agreement or similar contract with **you**; or
- ii. an unintentional violation of **your** privacy policy that results in the violation of any **Privacy Regulation**, including but not limited to the unintentional wrongful collection of **Personal Data** by **you**.

#### 1.8 Network Security Liability

We will pay **Damages** and **Network Security Claims Expenses**, by reason of a **Network Security Claim** first made during the **Policy Period** and reported to **us** pursuant to General Condition 5.7 (Notification), for any **Network Security Wrongful Act** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

For the purposes of coverage under this Insuring Clause, the following definitions apply:

##### D. **Network Security Claim** means:

- i. a written demand against **you** for monetary damages or non-monetary relief;



- ii. a civil proceeding against **you** seeking monetary damages or non-monetary or injunctive relief (including but not limited to provisional attachments, provisional injunctions or other remedy under the applicable laws), commenced by the service of a complaint, statement of claim, or similar pleading;
- iii. an arbitration proceeding against **you** seeking monetary damages or non-monetary or injunctive relief; or
- iv. a **Regulatory Proceeding**.
- v. written notice by **you** to **us** of a **Network Security Wrongful Act** actually or allegedly committed by **you** which could give rise to a **Network Security Claim** under sections i-iv above.

**E. Network Security Claims Expenses** means:

- i. reasonable and necessary legal counsels' fees, expert witness fees and other fees and costs incurred by **us**, or by **you** with **our** prior written consent, in the investigation and defense of a covered **Network Security Claim**;
- ii. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided **we** shall have no obligation to apply for or furnish such bond; and
- iii. **Incident Response Expenses**.

**F. Network Security Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or **Personal Injury** offense actually or allegedly committed or attempted by **you** resulting in a failure of **Network Security**, including the failure to deter, inhibit, defend against or detect any **Computer Malicious Act**, including:

- i. **Malware**;
- ii. **Hacking**;
- iii. **Denial of Service Attacks**; or
- iv. **Unauthorised Use or Access**.

**1.9 Media Liability**

**We** will pay **Damages** and **Media Claims Expenses** by reason of a **Media Claim** first made during the **Policy Period** and reported **us** pursuant to General Condition 5.7, Notification, for any **Media Wrongful Act** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**.

For the purposes of coverage under this Insuring Clause, the following definitions apply:

**Media Claim** means:

- i. a written demand against **you** for monetary damages or non-monetary relief;
- ii. a civil proceeding against **you** seeking monetary damages or non-monetary or injunctive relief (including but not limited to provisional attachments, provisional injunctions or other remedy under the applicable laws), commenced by the service of a complaint, statement of claim, or similar pleading; or
- iii. an arbitration proceeding against **you** seeking monetary damages or non-monetary or injunctive relief.
- iv. written notice by **you** to **us** of a **Media Wrongful Act** actually or allegedly committed by **you** which could give rise to a **Media Claim** under sections i-iii., above.

**G. Media Claims Expenses** means:

- i. reasonable and necessary legal counsels' fees, expert witness fees and other fees and costs incurred by **us**, or by **you** with **our** prior written consent, in the investigation and defense of a covered **Media Claim**;
- ii. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided **we** shall have no obligation to apply for or furnish such bond; and
- iii. subject to **our** prior written approval, **Incident Response Expenses** incurred for public relations and crisis communications services as specified under General Definition 3.17(D)(vi).

**H. Media Content** means electronic media distributed by **you** or on **your** behalf, on the Internet, including on **Social Media Websites**.

**I. Media Services** means the publication, distribution, or broadcast of **Media Content**.

**J. Media Wrongful Act** means any actual or alleged:

- i. disparagement or harm to the reputation or character of any person or organisation, defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish and injurious falsehood;
- ii. eavesdropping, false arrest, malicious prosecution, outrage or outrageous conduct;
- iii. plagiarism, piracy or misappropriation of ideas in connection with any **Media Content**;
- iv. infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name; but not actual or

v. alleged infringement of any patent or **Trade Secret**;  
v. negligence with respect to **your** creation or dissemination of **Media Content**;  
committed by **you** solely in the performance of providing **Media Services**.

K. **Social Media Website** means a third party website for the purpose of allowing the creation and exchange of user-generated content through blogs, microblogs, social networking and wiki's.

#### 1.10 Cyber Extortion

We will pay **Cyber Extortion Damages** and **Cyber Extortion Expenses**, by reason of a **Cyber Extortion Event** first occurring during the **Policy Period** and reported to **us** pursuant to General Condition 5.7, Notification.

For the purposes of coverage under this Insuring Clause, the following definitions apply:

D. **Cyber Extortion Expenses** means such reasonable and necessary expenses incurred with **our** prior written consent (not to be unreasonably withheld or delayed), which directly result from a **Cyber Extortion Event**, including sums incurred to hire information technology consultants, public relations consultants, legal and regulatory consultants and crisis negotiators.

E. **Cyber Extortion Damages** means monies paid by **you** with **our** prior written consent (not to be unreasonably withheld or delayed), to terminate or end a **Cyber Extortion Event**. The maximum amount of **Cyber Extortion Damages** we will pay under this Insuring Clause 1.4 shall not in any case exceed the amount which we reasonably believe would have been payable in the absence of this **Policy**.

F. **Cyber Extortion Event** means any credible threat or connected series of threats made by a third party against **you** expressing intent to:

- i. release, divulge, disseminate, destroy or use confidential or proprietary information, or personally identifiable information, stored on **Your Computer System**;
- ii. alter, corrupt, damage, manipulate, misappropriate, delete or destroy **Data**, instructions or any electronic information transmitted or stored on **Your Computer System**;
- iii. introduce any **Malware** which is designed to modify, alter, damage, destroy, delete, contaminate or degrade the integrity, quality or performance of **Data**, applications, network or operating system and related software;
- iv. initiate an attack on **Your Computer System** that depletes the system's resources or impedes system access available through the Internet to authorised users of the system;
- v. introduce any **Malware** or other material for the purpose of denying authorised users access to **Your Computer System**; or
- vi. restrict or inhibit access to **Your Computer System**;

for the purpose of demanding monies from **you**.

#### 1.11 Data Asset Loss

We will pay for **Recovery Costs** by reason of a **Data Asset Incident** first occurring during the **Policy Period** and reported to **us** pursuant to General Condition 5.7, Notification.

For the purposes of coverage under this Insuring Clause, the following definition applies:

**Data Asset Incident** means entry to, corruption of or destruction of **your Data** caused by:

- ix. **Computer Malicious Acts**;
- x. **Malware**;
- xi. **Hacking**;
- xii. **Unauthorised Use or Access**;
- xiii. **Denial of Service Attack**;
- xiv. **Human Error**;
- xv. **Programming Error**; or
- xvi. power failure, surge or diminution affecting **Your Computer System**.

#### 1.12 Business Interruption

We will pay for **Business Interruption Loss** and **Recovery Costs**, arising from a **Business Interruption Incident** first occurring during the **Policy Period** and reported to **us** pursuant to General Condition 5.7, Notification.

The maximum amount of **Recovery Costs** we will pay under this Insuring Clause 1.6 shall be limited to the amount of **Business Interruption Loss** that **you** can clearly demonstrate has been avoided or prevented based on commonly accepted accounting principles.

For the purposes of coverage under this Insuring Clause, the following definitions apply:

E. **Business Interruption Incident** means inability to access, disruption of, or disturbance to **Your Computer System** or **Data** caused solely and directly by:

- i. **Computer Malicious Acts**;
- ii. **Malware**;
- iii. **Hacking**;
- iv. **Unauthorised Use or Access**;

- v. **Denial of Service Attack;**
- vi. **Human Error;**
- vii. **Programming Error;** or
- viii. power failure, surge or diminution of an electrical system controlled by **you**,

and not arising from **Property Damage**.

- F. **Business Interruption Loss** means the **Reduction in Net Profit** which occurs during the **Period of Indemnity** solely and directly as a result of a **Business Interruption Incident**, less any savings realised by the use of damaged or undamaged **Data**, available stock, merchandise, substitute facilities equipment or personnel.

**Business Interruption Loss** shall not include:

- i. financial loss due to the inability to trade, invest, divest, buy or sell any financial security or financial asset of any kind;
  - ii. fluctuations in any value of assets;
  - iii. the financial value in any account held at a financial institution; or
  - iv. the inability to earn interest or appreciation on any asset.
- G. **Reduction in Net Profit** means the amount by which the **Net Profit** produced by the business during the **Period of Indemnity** falls short of the **Net Profit** produced by the business during that period in the twelve(12) months immediately before the **Business Interruption Incident** which corresponds with the **Period of Indemnity** which shall be adjusted for any trends and circumstances which occurred during the twelve(12) months immediately before the **Business interruption Incident** and which influenced the **Net Profit** during this period.

Requests made by **you** for indemnity by **us** shall be accompanied by a computation of the loss. This shall set out in detail how the loss has been calculated and what assumptions have been made. **You** shall produce any documentary evidence, including any applicable reports, books of accounts, bills, invoices, and other vouchers and copies of such which **we** may require.

**Our** adjustment of the loss shall take full account of trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Incident** not occurred, including all material changes in market conditions which would affect the **Net Profit** generated.

- H. **Net Profit** means the operating profit resulting from **your** business after due provision has been made for all fixed charges.

**Period of Indemnity** means the period during which **you** incur **Business Interruption Loss**, beginning with the expiry and satisfaction of the **Waiting Period** and not exceeding three months.

## 二、除外不保事項

### 4. General Exclusions

#### 4.17 Conduct

**We** shall not be liable for **Damages, Cyber Extortion Damages, Business Interruption Losses** or **Expenses** on account of any **Claim** directly or indirectly caused by, arising out of or in any way connected with **your** conduct, or of any person for whose conduct **you** are legally responsible, which involves:

- D. committing or permitting any knowing or willful breach of duty, or violation, of any laws; or
- E. committing or permitting any criminal act, fraudulent or dishonest act or omission; or
- F. any actual or attempted gain of personal profit, secret profit or advantage by **you** to which **you** were not entitled.

This Exclusion only applies where such conduct has been established to have occurred by final adjudication, or written admission.

For the purpose of determining the applicability of this Exclusion to an **Insured Person**, no conduct of, facts known to or knowledge possessed by any one **Insured** shall be imputed to any other **Insured Person**.

For the purpose of determining the applicability of this Exclusion to the **Insured Organisation**, only the conduct of, facts known to and knowledge possessed by any past, present or future chairman, chief executive officer, chief financial officer, chief operating officer, managing director, company secretary, Supervisor, General Manager, chief legal officer, chief technology officer, chief information security officer, information technology manager, responsible officer, or any person who holds an equivalent position, will be imputed to such **Insured Organisation**.

#### 4.18 Bodily Injury/ Property Damage

**We** shall not be liable for **Damages** or **Expenses** on account of any **Claim** alleging, based upon, arising out of or attributable to any **Bodily Injury** or **Property Damage**.

#### 4.19 Assumed Liability

**We** shall not be liable for **Damages** or **Expenses** on account of any **Claim** for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including liquidated damages provisions or any liability assumed by **you**. This exclusion shall not apply to:

- C. any liability or obligation **you** would have in the absence of such contract, warranty, promise or

- agreement; or
- D. any indemnity by **you** in a written contract or agreement with **your** client regarding any **Privacy Claim** made against **you** that results from your failure to preserve the confidentiality or privacy of **Personal Data** of customers of **your** client.

#### **4.20 Insured versus Insured**

**We** shall not be liable for **Damages** or **Expenses** on account of any **Claim** brought or maintained by **you**, or on **your** behalf, or by any other natural person or entity for whom or which you are legally liable. However, this exclusion shall not apply to **Privacy Wrongful Acts** expressly covered under Insuring Clause 1.1.

#### **4.21 Employment Related Wrongful Acts**

**We** shall not be liable for **Damages** or **Expenses** on account of any **Claim** alleging, based upon, arising out of or attributable to any:

- D. illegal discrimination of any kind;
- E. humiliation, harassment or misconduct based upon, arising out of or related to any such discrimination;
- F. **Wrongful Employment Practices.**

However, this exclusion shall not apply with respect to that part of any **Privacy Claim** or **Network Security Claim** alleging employment-related invasion of privacy or employment-related wrongful infliction of emotional distress in the event such claim arises out of the loss of **Personal Data** which is covered under Insuring Clauses 1.1 or 1.2.

#### **4.22 Fees**

**We** shall not be liable for **Damages** or **Expenses** on account of any **Claim** alleging, based upon, arising out of or attributable to any fees, expenses, or costs paid to or charged by **you**.

#### **4.23 Prior Matters**

**We** shall not be liable for **Damages, Cyber Extortion Damages, Business Interruption Losses** or **Expenses** on account of any **Claim** alleging, based upon, arising out of, or attributable to:

- E. any **Claim** made, threatened or intimated against **you** before the **Policy Period**; or
- F. any litigation or other proceedings commenced against **you** before the **Policy Period**, or alleging or derived from the same or substantially the same facts or circumstances alleged in the litigation or proceedings; or
- G. any fact, circumstance, act, omission or claim known or disclosed in the **Proposal** or of which notice has been given to any other insurer before the **Policy Period**; or
- H. any fact, circumstance, act or omission which, prior to the commencement of the **Policy Period** **you** were aware may give rise to a **Claim** or which at such date **you** ought reasonably have been aware may give rise to a **Claim**.

#### **4.24 Internet Access**

**We** shall not be liable for **Damages, Business Interruption Losses** or **Expenses** on account of any **Claim** alleging, based upon, arising out of or attributable to any failure, interruption, or outage to Internet access service provided by the Internet service provider that hosts **your** website, unless such infrastructure is under **your** operational control.

#### **4.25 Act of God**

**We** shall not be liable for **Damages, Business Interruption Losses** or **Expenses** on account of any **Claim** alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.

#### **4.26 War and Terrorism**

**We** shall not be liable for **Damages, Cyber Extortion Damages, Business Interruption Losses** or **Expenses** on account of any **Claim** alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, terrorism, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power. However, this exclusion shall not apply to an **Act of Cyber-Terrorism** which results in a **Claim**.

#### **4.27 Trade Secret**

**We** shall not be liable for **Damages** or **Expenses** on account of any **Claim** alleging, based upon, arising out of or attributable to any validity, invalidity, infringement, violation or misappropriation of any patent or **Trade Secret** by or on behalf of **you**.

#### **4.28 Intellectual Property**

**We** shall not be liable for **Damages** or **Expenses** on account of any **Claim** alleging, based upon, arising out of or attributable to any infringement, violation or misappropriation by **you** of any copyright, service mark, trade name, trademark or other intellectual property of any third party. However, this exclusion shall not apply to a **Privacy Wrongful Act** or **Media Wrongful Act** expressly covered under Insuring Clauses 1.1 or 1.3.

#### **4.29 Personal Data**

**We** shall not be liable for **Damages** or **Expenses** on account of any **Claim** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the unauthorised,

surreptitious, or wrongful collection of **Personal Data** by **you** or the failure to provide adequate notice and to obtain necessary consent that such information is being collected. However, this exclusion shall not apply to **your** unintentional violation of any **Privacy Regulation**, including but not limited to the unintentional wrongful collection of **Personal Data**.

**4.30 Media Content**

**We** shall not be liable for **Damages** or **Expenses** on account of any **Claim**, solely with respect to coverage under Insuring Clause 1.3, alleging, arising out of, or attributable to the actual goods, products or services described, illustrated or displayed in **Media Content**.

**4.31 First Party**

**We** shall not be liable for **Damages**, **Business Interruption Losses** or **Expenses** on account of any **Claim** solely with respect to coverage under Insuring Clauses 1.5 and 1.6:

C. alleging, based upon, arising out of, or attributable to the ordinary wear and tear or gradual deterioration of **Data**, including any data processing media.

D. alleging, based upon, arising out of, or attributable to any action of a public or governmental authority, including the seizure, confiscation or destruction of **Your Computer Systems** or **Data**.

**4.32 Trade and Economic Sanctions**

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any **Claim**, **Damages**, **Cyber Extortion Damages**, **Business Interruption Losses**, **Expenses** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim**, **Damages**, **Cyber Extortion Damages**, **Business Interruption Losses**, **Expenses** or provision of such benefit would expose **us**, or **our** parent or ultimate holding company, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the Republic of China, the European Union, United Kingdom, or the United States of America.

**Chubb Cyber Enterprise Risk Management Insurance Policy  
Co-Insurance and Claim Control Endorsement**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

- Each insurer listed below (referred to in this endorsement as **Co-Insurer**) agrees to provide cover as detailed in the **Policy**.

Co-Insurer	Proportion	
Insurance Company of North America, Taiwan Branch (referred to in this endorsement as <b>Lead Co-Insurer</b> )		Authorized Signature(s)  Date
[insert name] Insurance Company (referred to in this endorsement as the <b>Subscribing Co-Insurer</b> )		Authorized Signature(s)  Date

The cover afforded by each **Co-Insurer**:

- shall be subject to the **Schedule**, the general terms, conditions, extensions and exclusions, provisions and other terms of

- this **Policy**, or as may be subsequently varied by mutual agreement;
- B. shall be limited to the proportion of insured **Damages** and **Expenses** shown against its name;
  - C. is several and not joint. Each **Co-Insurer** is not responsible for the proportion of any **Co-Insurer** who, for any reason, does not satisfy all or part of its obligations; and
  - D. the total liability of all the **Co-Insurers** shall not exceed the Aggregate **Limit of Liability** specified in the **Schedule**, or such other amount as may be substituted by an endorsement signed by or on behalf of each **Co-Insurer**.
2. The **Lead Co-Insurer** retains the rights to lead claims management, including but not limited to the investigation and defence of any **Claim** and must provide regular updates to the **Subscribing Co-Insurer** as to the progress of the **Claim**.
  3. Notice must be given to the **Subscribing Co-Insurer** at the same time of any notification to the **Lead Co-Insurer**.
  4. The **Lead Co-Insurer** shall not admit liability, assume any contractual obligation with respect to, or settle any **Claim**, without the prior written consent of the **Subscribing Co-Insurer**, which consent shall not be unreasonably withheld.

All other terms and conditions remain unchanged.

### Chubb Cyber Enterprise Risk Management Insurance Policy Termination Endorsement

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

This **Policy** has been terminated with effect from [insert date] and the **Policy Period** is accordingly amended to expire at this time. In consideration of the foregoing, there will be a return premium due of [insert amount].

All other terms and conditions remain unchanged.

**SIGNED for and on behalf of Insurance Company of North America, Taiwan Branch**

\_\_\_\_\_  
Authorized Signature(s)

\_\_\_\_\_  
Date

### Chubb Cyber Enterprise Risk Management Insurance Policy Incident Response Team Endorsement

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

This endorsement provides enhanced crisis response services through **your** election to utilise the **Cyber Incident Response Team** for **Incident Response Expenses** outlined in Definition 3.17 of the **Policy**. Any election to utilise or not utilise the services under this endorsement will not prejudice any of **your** rights under the **Policy**.

In the event of a **Claim** in need of urgent crisis management support, **you** may contact:

**Cyber Incident Response Hotline** [insert phone numbers]

Solely in regards to coverage under this endorsement, the **Policy** is amended as follows:

Should the **Insured** engage the **Cyber Incident Response Manager** directly or by calling the **Cyber Incident Response Hotline** for the purposes of **Incident Response Expenses** covered under the **Policy**, the deductible for this service shall be [insert amount].

Section 3. General Definitions, is amended by adding the following definitions:

- A. **Cyber Incident Response Hotline** means the emergency call center for the purpose of contacting the **Cyber Incident Response Manager**.
- B. **Cyber Incident Response Manager** means the individual designated by [insert company] to coordinate the **Cyber Incident Response Team**.
- C. **Cyber Incident Response Team** means the entities engaged to provide legal, regulatory, forensic investigation, data recovery and restoration, public relations, crisis communications, notification and call centre services, fraud consultation, identity theft monitoring and credit monitoring solutions as referenced in Definition 3.17, **Incident Response Expenses**.

Section 5. General Conditions, is amended by adding the following:

- A. General Condition 5.7 Notification, remains unchanged.
  - Calling the **Cyber Incident Response Hotline** does not constitute Notice under General Condition 5.7 of the **Policy**.
  - Retaining the services of the **Cyber Incident Response Manager** or **Cyber Incident Response Team** does

not constitute Notice under General Condition 5.7 of the **Policy**.

- B. Any **Expenses** incurred utilising the **Cyber Incident Response Manager** or **Cyber Incident Response Team** are part of and not in addition to, the **Limit of Liability** for **Incident Response Expenses**, as listed on the **Schedule**.
- C. **You** are under no obligation to contract for services with the **Cyber Incident Response Team**.
- D. **We** shall not be a party to any agreement entered into between **you** and any **Cyber Incident Response Team** service provider. It is understood that **Cyber Incident Response Team** service providers are independent contractors, not our agents. **You** agree that **we** assume no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. **We** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between **you** and any **Cyber Incident Response Team** service provider. Any rights and obligations with respect to such agreement, including but limited to billings, fees and services rendered, are solely for the benefit of, and borne solely by **you** and such **Cyber Incident Response Team** service provider, and not **us**.
- E. **We** have no obligation to provide any of the services provided by the **Cyber Incident Response Team**.

All other terms and conditions of this **Policy** remain unchanged.

**SIGNED for and on behalf of Insurance Company of North America, Taiwan Branch**

\_\_\_\_\_  
Authorized Signature(s)

\_\_\_\_\_  
Date

### Chubb Cyber Enterprise Risk Management Insurance Policy **Non-Accumulation Of Limits**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

In the event of **Damages** or **Expenses** covered under this **Policy** being also covered under **[Insert Policy/Coverage Type]**, Policy No. **[Insert Policy Number]** issued to **[Insert Insured Name]** (hereinafter the "Other Policy"), the applicable **Limit of Liability** under this **Policy** shall be reduced by any payment made under the other policy and only the remainder, if any, shall be applicable to such **Damages** or **Expenses** hereunder.

All other terms and conditions of this **Policy** remain unchanged.

### Chubb Cyber Enterprise Risk Management Insurance Policy **Additional Subsidiary Endorsement**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that the definition of 3.42 Subsidiary, is amended by adding the following:

C. **[insert Subsidiary Name]**

provided, however, that coverage provided by this endorsement shall not apply to that portion of any Wrongful Acts, Cyber Extortion Events, Data Assets Losses or Business Interruption Incidents which occurred or was committed, attempted, or allegedly committed or attempted prior to, or loss or Expense incurred prior to **[insert date]**

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms and conditions remain unchanged.

### Chubb Cyber Enterprise Risk Management Insurance Policy **Specific Entity Exclusion Endorsement**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Cover under this **Policy** excludes following entities as **Insured Organization**:

BenQ BM Holding Cayman Corp. and its subsidiaries

All other terms and conditions of this **Policy** remain unchanged.

### Chubb Cyber Enterprise Risk Management Insurance Policy **WW Territory Endorsement**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that General Conditions 5.1, Coverage Territory, is deleted in its entirety and replaced with:

#### 5.1 **Coverage Territory**

To the extent permitted by the regulations and law (which expression is for this purpose taken to include but not limited to any trade or economic sanctions applicable to either party), and subject to the terms of this **Policy**, it covers **Wrongful Acts** committed and **Claims** made anywhere in the world.

All other terms and conditions of this **Policy** remain unchanged.

安達產物企業資訊安全風險管理保險  
事故應變小組附加條款

## 第一條 承保範圍

茲經雙方同意如下（除本保單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本附加條款係由於被保險人選擇使用**事故應變小組**以啟動保單定義第 3.17 條之**事故應變費用**而提供加值之**事故應變服務**。選擇使用或不使用本附加條款下之服務並不會有損被保險人於本保單享有之權益。

在**賠償請求**發生且需要緊急危機管理時，**被保險人**可以撥打以下熱線：

資安事故應變熱線：00801-13-6828

僅於適用本附加條款下之承保範圍時，本保單修改如下：

當**被保險人**直接聘僱或經由撥打**資安事故應變熱線**聘僱**資安事故應變經理人**，以啟動本保單下之**事故應變費用**，本項服務應適用之自負額為**[填入金額]**。

保單第 3 部分「定義」新增以下定義：

- D. **資安事故應變熱線**係指為了聯絡**資安事故應變經理人**所設之緊急服務中心。
- E. **資安事故應變經理人**係指由 Crawford & Co. 所指派以統籌**資安事故應變小組**之人。
- F. **資安事故應變小組**係指被聘僱以提供定義第 3.17 條「**事故應變費用**」所指解決方案之組織，解決方案包括法律、監理、鑑識調查、數據回復及重建、公共關係、危機溝通、通知及客服中心服務、防詐欺諮詢、身分盜用監控及信用監控。**事故應變小組**成員名單會於保單生效時由**資安事故應變經理人**提供給**被保險人**。

保單第 5 部分「一般條款」新增以下事項：

- F. 一般條款第 5.7 條「通知義務」內容不變。
  - 撥打**資安事故應變熱線**並不構成本保單一般條款第 5.7 條所稱之通知。
  - 聘僱**資安事故應變經理人**或**資安事故應變小組**服務並不構成本保單一般條款第 5.7 條所稱之通知。
- G. 任何因聘僱**資安事故應變經理人**或**資安事故應變小組**所產生之費用為**承保明細表**所列之**事故應變費用**，該限額為責任限額之一部分，而非外加。
- H. **被保險人**沒有義務必須聘僱**資安事故應變小組**提供服務。
- I. 本公司並非**被保險人**和任何**資安事故應變小組**服務提供者所成立之任何合議之一方。**資安事故應變小組**服務提供者為獨立之合約方，並非本公司之代理人。**被保險人**同意本公司對**資安事故應變小組**服務提供者所提供之任何服務不承擔任何責任。本公司對於**被保險人**和**資安事故應變小組**服務提供者簽訂之任何合議不享有任何權利或負擔任何義務或責任。任何因該合議產生之權利或義務，包括但不限於出帳、費用及提供之服務，皆僅為**被保險人**或**資安事故應變小組**服務提供者之利益或僅由**被保險人**或**資安事故應變小組**服務提供者所承擔，而非本公司。
- J. 本公司無義務提供任何**資安事故應變小組**所提供之服務。

## 第二條 條款之適用

本附加條款所記載之事項，如與本保單條款牴觸時，依本附加條款約定辦理，其他事項仍適用本保單條款之約定。

## 安達產物企業資訊安全風險管理保險 承保範圍全世界附加條款

### 第一條 承保範圍

茲經雙方同意如下（除本保單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

一般條款第 5.1 條「承保地區」全數刪除並以以下文字取代：

#### 5.2 承保地區

在法規允許的範圍內（且明示在此目的內包括但不限於適用於任何一方的任何貿易或經濟制裁），並且依本保單條款的約定，本保單承保全球任何地方所做的**錯誤行為**和提起或發生的**賠償請求**。

### 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款牴觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定。

## 安達產物企業資訊安全風險管理保險 特定組織除外不保附加條款

### 第一條 除外不保事項

茲經雙方同意如下（除本保單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

以下組織非本保險單之**被保險公司**：

BenQ BM Holding Cayman Corp. 及其從屬公司

### 第二條 條款之適用

本附加條款所記載之事項，如與本保單條款牴觸時，依本附加條款約定辦理，其他事項仍適用本保單條款之約定。



定。

## 安達產物不動產開發商責任保險(索賠基礎制)

### 壹、承保範圍

被保險人因執行本保險契約所載之專案服務有關之錯誤行為，違反其業務上應盡之義務，致第三人受有損失，依法應負賠償責任，而於保險期間內首次遭受第三人之賠償請求，除另有約定外，於保險期間內通知本公司時，本公司對被保險人負賠償之責。

### 貳、除外事項

本公司對下列賠償請求或損失不負賠償責任：

- (一) 被保險人於本保險契約所載追溯日以前之錯誤行為所致之賠償請求。
- (二) 被保險人在中華民國台灣、金門、馬祖地區以外所發生之錯誤行為所致之賠償請求，或第三人在中華民國台灣、金門、馬祖地區以外所提起之賠償請求。
- (三) 被保險人、承包商及分包商經營或兼營非本保險契約所載明之專案服務或執行非經主管機關許可之業務所致之賠償請求。
- (四) 被保險人、承包商及分包商未依合約或所適用之法令規定取得本保險契約所約定應具備之證照或認證而執行專案服務所致之賠償請求。
- (五) 被保險人之不誠實、詐欺、犯罪或故意行為或故意、明知、有意或蓄意違反任何法律、規則、條例、行政追訴違規警告、警告函、執行命令或任何政府機關或單位之指示所致之賠償請求。
- (六) 被保險人及/或其他第三人之員工與專案有關或執行專案工作所發生之身體傷害，或被保險人就任何勞工補償失業、補償、雇主責任、殘障補貼或任何法定雇主義務。
- (七) 因被保險人之謾罵、中傷或抄襲、竊取或洩漏業務秘密、侵害版權、商標、專利；圖說、文書資料或證件之毀損或減失及其所致之賠償請求。
- (八) 被保險人因製造、銷售、供應或維護之產品或貨物所致之賠償請求，但本專案之建物或房屋，不在此限。
- (九) 被保險人所有、管理或使用之動產或不動產，包括各型車輛、船隻、航空器及營業處所等所致之賠償請求。
- (十) 被保險人安排或提供財務、金融、保證或保險之資訊，或對上述事項提供諮詢或意見所致之賠償請求，包括未能提供或維持保險、保證金或擔保金。
- (十一) 被保險人失卻清償能力、財務違約、破產、清算或無法償還債務所致之賠償請求。
- (十二) 被保險人以契約或協議所承受之責任，但縱無該項契約或協議存在時，依法仍應由被保險人負責任者，不在此限。
- (十三) 直接或間接因下列原因所致之賠償請求：
  1. 戰爭、類似戰爭行為、外敵行為（不論宣戰與否）、叛亂、內戰、強力霸占，包括網路攻擊。
  2. 核子反應、核子輻射放射性污染。
  3. 罷工、暴動、恐怖活動及民眾騷擾。
  4. 任何形態或數量之石綿。
  5. 排放、滲漏、遷移、散布、釋放或漏逸汙染物及防止、監控、移除、處理、處置、排毒、中和、去除或清除汙染物之費用。
  6. 機械故障、電子干擾或失效包括任何電力中斷、電波、跳電或電力管制，或通訊或衛星系統失效，但此類故障或失效係因執行專案服務相關之錯誤行為所導致者，不在此限。
- (十四) 任何基於或可歸因於身體傷害或財物損失之賠償請求，但因執行專案服務相關之錯誤行為所致者，不在此限。
- (十五) 任何基於或可歸因於招標程序、費用評估或專案承包成本超支或追加費用之賠償請求。
- (十六) 任何基於或可歸因於日常工地管理包括但不限於任何建議、實施、審查或監督安全預防措施或計畫，而應由營造綜合保險或其他相關工程保險承保者；或根據、發生於或可歸責於任何未經為專案所指定之獨立結構技師及被保險人書面核准之設計變更所致之賠償請求。
- (十七) 任何被保險人或由代表被保險人權利之破產管理人或重整人、接管人、檢查人、清算人或類似職務之人所提起或承受之賠償請求。但被保險人就其遭受第三人因其錯誤行為提出賠償請求，對於其他被保險人另行提起要求分攤或追償之賠償請求，不在此限。
- (十八) 任何在保險契約生效前之錯誤行為而被保險人已知或能合理預期將導致保險契約所承保之賠償請求、訴訟、行政監理或法律程序，基於同一或一連串相同事實基礎之錯誤行為者，亦同。
- (十九) 任何由以下之人提起、承受、代表或以其名義所提起之賠償請求：
  1. 被保險人母公司之組織；或
  2. 與被保險人同一集團內公司之任何組織；或
  3. 被保險人親屬或被保險人之親屬所控制之組織但該賠償請求係源自於獨立第三人請求者，不在此限。
- (二十) 任何基於或可歸因於任何由被保險人執行之建造、建築物、結構、裝置、組裝、製造或矯正之施工瑕疵，包

括實際或被指稱偷工減料。但被保險人在本保險契約生效前所為之施工瑕疵，不在此限。  
(二十一) 若本公司承保本保險契約、給付任何賠償金額或提供任何其他保障，將使本公司或其母公司可能依聯合國決議，或歐盟、英國、中華民國或美國之貿易與經濟制裁、法律或規範，而遭受制裁、禁令或限制者，則本公司不予給付賠償金額或提供任何其他保障。

### 安達產物不動產開發商責任保險(索賠基礎制)修改專案服務附加條款

#### 第一條 承保範圍

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及不保事項者，不在此限)：經支付額外保險費新台幣元為對價，承保明細表所列專案服務自 起修改為 。

#### 第二條 條款之適用

本附加條款所記載之事項，如與主保險契約條款抵觸時，依本附加條款約定辦理，其他事項仍適用主保險契約條款之約定。

## Chubb Elite III Investment Management Insurance Policy

### 一、承保範圍

#### 1. INSURING CLAUSES

If "NOT COVERED" is shown in Item 5 of the **Schedule** in relation to any Insuring Clause, such Insuring Clause and any reference to it within this **Policy** is deemed to be deleted and such coverage is not afforded.

##### 1.1 Directors and Officers Liability

Chubb will pay to or on behalf of the **Insured Person** all **Loss** resulting from a **Claim** first made against an **Insured Person** during the **Policy Period**, except where the **Insured Organisation** has paid such **Loss**.

##### 1.2 Company Reimbursement

Chubb will pay to or on behalf of the **Insured Organisation** all **Loss** resulting from a **Claim** first made against an **Insured Person** during the **Policy Period**, for which the **Insured Organisation** has indemnified the **Insured Persons**.

##### 1.3 Professional Indemnity

Chubb will pay to or on behalf of the **Insured**, all **Loss** arising from a **Claim** first made against the **Insured** in the **Policy Period** for **Wrongful Acts** of the **Insured**, or the conduct of any other person for which the **Insured** is legally responsible, while performing or failing to perform **Investment Services**.

##### 1.4 Crime

Chubb will indemnify the **Insured Organisation** for all **Loss** sustained at any time resulting directly from any **Wrongful Act**, which **Loss** is first discovered by the **Insured** and notified to Chubb during the **Policy Period**.

### 二、除外不保事項

#### 4. GENERAL EXCLUSIONS

##### EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

##### 4.1 Prior Matters

Chubb will not pay for any **Loss** directly or indirectly caused by, arising out of or in any way connected with:

(a) any **Claim** made, threatened or intimated against the **Insured** and/or an **Outside Organisation** before the **Policy Period**; or

(b) any pending or prior investigation, litigation or other proceedings commenced against the **Insured** and/or an **Outside Organisation** before the **Policy Period**, or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings; or

(c) any fact, circumstance, act, omission or claim, or with respect to Insuring Clause 1.4, "Crime", any **Wrongful Act** arising from any fact, circumstance, act, omission or claim, known or disclosed in the **Proposal**, or of which notice has been given to any other insurer on or before the **Policy Period**; or

(d) any fact, circumstance, act, or omission which, prior to the commencement of the **Policy Period**, the **Insured** and/or an **Outside Organisation** is aware may give rise to a **Claim** or which at such date the **Insured** and/or an **Outside Organisation** ought to have been aware may give rise to a **Claim**.

##### EXCLUSIONS APPLICABLE TO INSURING CLAUSES 1.1 (DIRECTORS & OFFICERS LIABILITY), 1.2 (COMPANY REIMBURSEMENT) AND 1.3 (PROFESSIONAL INDEMNITY)

##### 4.2 Conduct

Chubb will not pay under Insuring Clauses 1.1, 1.2 or 1.3, for any **Loss** directly or indirectly caused by, arising out of or in any way connected with the conduct of any **Insured**, or of any person for whose conduct the **Insured** is legally responsible, which involves:

(a) committing or permitting any knowing or wilful breach of duty, or violation, of any **Applicable Regulations**; or

- (b) committing or permitting any criminal, deliberately fraudulent or deliberately dishonest act or omission; or
- (c) any actual or attempted gain of personal profit, secret profit or advantage by any **Insured** to which the **Insured** was not entitled, except that this exclusion shall not apply to that portion of any **Loss** caused by, arising out of or in any way connected with a **Claim** in which violations of Sections 11, 12 or 15(a) of the Securities Act of 1933 (USA), as amended, are alleged against such **Insured**.

This Exclusion only applies where such conduct has been established to have occurred by written admission or final adjudication.

For the purpose of determining the applicability of this Exclusion to an **Insured Person**, no conduct of, facts known to or knowledge possessed by any one **Insured** shall be imputed to any other **Insured Person**.

For the purpose of determining the applicability of this Exclusion to the **Insured Organisation**, only the conduct of, facts known to and knowledge possessed by any past, present or future chief executive officer, chief financial officer, chief operating officer, managing director, chairman, Company Secretary, chief legal officer, General Manager, responsible officer, or any person who holds an equivalent position will be imputed to such **Insured Organisation**.

#### 4.3 Bodily Injury / Property Damage

Chubb will not pay under Insuring Clauses 1.1, 1.2 or 1.3 for any **Loss** directly or indirectly caused by, arising out of or in any way connected with any **Claim** for any bodily injury, sickness, disease, death, condition, emotional distress or nervous shock of any person, or for damage to or destruction of any tangible property including any claim for loss of use of such property.

This Exclusion does not apply to:

- (a) **Non-Indemnifiable Loss** under Insuring Clause 1.1; or
- (b) any **Claim** for emotional distress and/or injury to feelings resulting from an **Employment Related Wrongful Act**; or
- (c) any **Claim** for libel, slander, defamation or injurious falsehood; or
- (d) **Legal Representation Expenses**; or
- (e) the cover under Extension 2.19, "Occupational Health and Safety" and Extension 2.20, "Civil Fines or Civil Penalties" and Extension 2.23, "Loss of Documents" and Extension 2.14, "Key Man Loss".

#### EXCLUSIONS APPLICABLE TO INSURING CLAUSES 1.1 (DIRECTORS & OFFICERS) AND 1.2 (COMPANY REIMBURSEMENT)

##### 4.4 Insured versus Insured Claims in the USA only

With respect to Insuring Clauses 1.1 and 1.2, Chubb will not pay any **Loss** directly or indirectly caused by, arising out of or in any way connected with any **Claim** brought or maintained by any **Insured** or **Outside Organisation** within the jurisdiction, or based upon any laws of the United States of America or its Territories. This Exclusion does not apply to any **Claim** against an **Insured Person**:

- (a) for contribution or indemnity by an **Insured Person** if the **Claim** for contribution or indemnity results from a **Claim** which is covered under this **Policy**; or
- (b) that is brought or maintained by any former **Insured Person**; or
- (c) that is a derivative action brought or maintained in the name of the **Insured Organisation** or **Outside Organisation**, including on behalf of any **Fund**, by any legally authorised individual or entity including any regulatory authority, liquidator, receiver or administrative receiver, provided the action is brought or maintained without the participation, solicitation, consent or assistance of any **Insured**, other than if required by law; or
- (d) a **Claim** brought or maintained by a member of a **Compliance Committee** who brings and maintains the **Claim** without the participation, solicitation, consent or assistance of any **Insured**; or
- (e) alleging an **Employment Related Wrongful Act**; or
- (f) in respect of **Defence Costs**.

##### 4.5 Outside Directorship

In respect of Extension 2.16, "Outside Directorship Cover", Chubb will not pay:

- (a) for any **Loss** that is insured under any other policy entered into by or effected on behalf of the **Outside Organisation**, or under which the **Insured Person** is a beneficiary, whether prior or current;
- (b) for any **Loss** in connection with any **Claim** against an **Insured Person** for which the **Outside Organisation** is required or permitted to indemnify the **Insured Person**; or
- (c) for any **Loss** in connection with any **Claim** made by or on behalf of any **Insured Person**, any **Outside Organisation** or any director, supervisor, officer or employee of the **Outside Organisation**, or any individual or entity or affiliated group of individuals and/or entities who directly or beneficially own(s) or control(s) at the time of the **Wrongful Act** or other conduct, twenty percent (20%) or more of the issued and outstanding capital, equity or loan stock of the **Outside Organisation** and

representation on the Board of Directors of the **Outside Organisation**, except in respect of:

- (i) any **Claim** based on, arising out of or attributable to an **Employment Related Wrongful Act**; or
- (ii) any **Claim** that is a derivative action brought or maintained in the name of an **Outside Organisation** by any legally authorised individual or entity, including any regulatory authority, liquidator, receiver or administrative receiver, provided the action is not brought or maintained with the express or tacit consent, agreement, concurrence, co-operation, support or encouragement of any **Insured Person**, the **Outside Organisation** or any **Directors, Officers** or employees of the **Outside Organisation**, other than as required by law.

#### 4.6 Professional Indemnity Exclusion

Chubb will not pay under Insuring Clauses 1.1 or 1.2, Extension 2.5 “Legal Representation Expenses” or any applicable Extension, for any **Loss** from any actual or alleged act, error or omission in the provision of **Investment Services** to a third party, including any alleged breach of any contract for the provision of **Investment Services** and/or advice to such third party by the **Insured**.

#### EXCLUSIONS APPLICABLE TO INSURING CLAUSE 1.3 (PROFESSIONAL INDEMNITY)

#### 4.7 Insured versus Insured Claims

With respect to Insuring Clause 1.3, Chubb will not pay any **Loss** arising from any **Claim** brought or maintained by any **Insured**, other than:

- (a) a **Claim** brought or maintained by an **Insured Organisation**, for and on behalf of members of a **Fund**, where a counsel is selected by such **Insured Organisation** (selection of a counsel being subject to approval by Chubb, which approval shall not be unreasonably withheld) has advised that, on the balance of probabilities, the **Insured Organization** should bring or maintain such a **Claim**, or the failure to make such a **Claim** would result in a breach of duty of such **Insured Organisation** under **Applicable Regulations**. Chubb will reimburse or pay on behalf of the **Fund** the cost of the legal advice;
- (b) a **Claim** by an **Insured** who brings the **Claim** solely in his or her capacity as a client or customer of the **Insured Organisation** or beneficiary or member of a **Fund**;
- (c) a **Claim** for contribution or indemnity by an **Insured Person** if the **Claim** for contribution or indemnity results from a **Claim** which is covered under this **Policy**; or
- (d) **Defence Costs**.

#### 4.8 Counterparty Insolvency

Chubb will not pay under Insuring Clauses 1.3, any **Loss** arising from any **Claim** directly or indirectly caused by, arising out of or in any way connected with the failure to pay or suspension of payment, or failure to fulfil a contract, by any investment company, broker, dealer, buyer, seller or underwriter of securities or commodities or property manager, or other organisations of a similar nature, other than the **Insured Organisation**. However this Exclusion will not apply in respect of **Claims** arising from **Wrongful Acts** of an **Insured** in rendering **Investment Services**.

#### 4.9 Pollution

With respect to Insuring Clause 1.3, Chubb will not pay for any **Loss** directly or indirectly caused by, arising out of or in any way connected with:

- (a) **Pollutants**; and/or
- (b) any radioactive, toxic, contaminating, explosive or other hazardous properties of nuclear or atomic operation, installation, reactor, assembly, component, device, weapon, material, fuel or waste from the combustion of nuclear fuel.

#### 4.10 Assumed Liability

Chubb will not pay under Insuring Clauses 1.3, for any **Loss** directly or indirectly caused by, arising out of or in any way connected with any

- (a) **Claim** made against an **Insured** for an intentional breach of contract, or in respect of a liability assumed by any **Insured** pursuant to any contract, warranty or agreement which would not have otherwise attached to the **Insured** in the absence of such contract, warranty or agreement. This exclusion does not apply to the contractual duty to exercise reasonable skill and care in the performance of **Investment Services**;
- (b) actual or alleged express guarantee or warranty provided by or on behalf of the **Insured** as to the performance of any investment or other item of value.

#### EXCLUSIONS APPLICABLE TO INSURING CLAUSE 1.4 (CRIME)

#### 4.11 Uncovered Matters

With respect to Insuring Clause 1.4 only, Chubb will not pay any amount which, is or which is arising out of, based upon or attributable to:

- (a) indirect or consequential loss of any nature, provided that this Exclusion shall not apply to Extension 2.28, “Reproduction of Electronic Computer Programs” and/or Extension 2.29, “Interest”;
- (b) any loss or deprivation of income or profits (including but not limited to interest and dividends)

- provided that this Exclusion shall not apply to Extension 2.29, "Interest";
- (c) business interruption (including loss of computer time or use);
  - (d) damage or destruction to any premises which the **Insured** owns or occupies for the purposes of conducting the **Insured's** business;
  - (e) loss of or damage to any property, including money and **Securities**, whatsoever by reason of wear, tear, gradual deterioration, moth or vermin;
  - (f) costs, fees and expenses incurred by an **Insured** in establishing the existence or amount of **Loss** under Insuring Clause 1.4, "Crime", provided that this Exclusion shall not apply to Extension 2.27 "Crime Costs";
  - (g) principal, interest or other monies accrued or due (either now or in the future) but not yet paid to the **Insured Organisation** as a result of any loan, lease or extension of credit, provided that this exclusion shall not apply to Extension 2.29, "Interest"; or
  - (h) mechanical, electrical or software failure, faulty construction, error in design, latent defect, wear or tear, gradual deterioration, electrical disturbance, electronic data corruption, failure or breakdown or any malfunction or error in programming or errors or omissions in processing.

4.12 Proprietary Information

With respect to Insuring Clause 1.4 only, Chubb will not pay **Loss** which results from the use, accessing and dissemination of any confidential information, including but not limited to patents, trademarks, copyrights, customer information, computer programs and trade secrets, except to the extent that such information is used to commit an act which gives rise to **Loss** covered under Insuring Clause 1.4, "Crime".

4.13 Fraudulent Features in Electronic Computer Programs

With respect to Insuring Clause 1.4 only, Chubb will not pay **Loss** resulting from fraudulent features contained in electronic computer programs developed for sale to, or that were sold to, multiple customers at the time of their acquisition from a vendor or consultant, unless:

- (a) at the time of **Loss** such fraudulent features were contained solely on the electronic computer programs of the **Insured Organisation** and not on those sold to any other customer; or
- (b) such fraudulent features were inserted subsequent to the date of acquisition.

4.14 Infidelity of Directors

With respect to Insuring Clause 1.4 only, Chubb will not pay **Loss** resulting from a **Wrongful Act** by any member of the Board of Directors or supervisor of the **Insured** who is not an **Employee**, whether acting alone or in collusion with others.

4.15 Knowledge of Wrongful Act

With respect to Insuring Clause 1.4 only, Chubb will not pay **Loss** resulting from a **Wrongful Act** occurring after the **Insured** had actual knowledge of an earlier **Wrongful Act** by the **Employee**.

4.16 Knowledge of Prior Wrongful Act

With respect to Insuring Clause 1.4 only, Chubb will not pay **Loss** resulting from a **Wrongful Act** of any **Insured Person** if the **Insured** was aware of that **Insured Person's** prior acts of dishonesty or fraud in employment before being employed by the **Insured**.

**Chubb Elite III Investment Management Insurance Policy  
DELETION OF FUND**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Definition 3.23 of "**Fund**", excludes the following **Funds**:

[ ]

In all other respects this **Policy** remains unaltered.

**Chubb Elite III Investment Management Insurance Policy  
Compensation for Court Attendance Endorsement**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that Section 2 of this **Policy**, Extensions Applicable to Insuring Clauses 1.1 (Directors & Officers Liability), 1.2 (Company Reimbursement) and 1.3 ( Professional Indemnity), is amended to include the following:

Chubb will pay an **Insured Person** USD[ insert amount ] per day and USD[ insert amount ] in the aggregate (irrespective of the number of **Claims** or the number of **Insured Person** who claim under this **Policy**) if an **Insured Person** is required to attend court as a witness in connection with a **Claim** (which is not an **Investigation** or **Pre-Investigation**) notified under and covered by this **Policy**.

In all other respects this **Policy** remains unaltered.

**Chubb Elite III Investment Management Insurance Policy**

## EMPLOYMENT RELATED WRONGFUL ACT - ENTITY COVER (Worldwide)

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

### 第三條 Insuring Clause

Section 1 of this **Policy**, Insuring Clauses, is extended by adding the following:

#### 1.5 Insured Organisation – Employment Related Wrongful Act

Chubb will pay to or on behalf of the **Insured Organisation** all **Loss** resulting from a **Claim** first made against an **Insured Organisation** during the **Policy Period** or an applicable **Discovery Period**.

### 第四條 Definitions

For the purposes of the cover provided pursuant to this Endorsement only, the following definitions apply:

(a) **Claim** means:

- (i) any written demand; or
- (ii) any criminal proceeding; or
- (iii) any civil proceeding commenced by a writ, complaint, summons, statement of claim or similar originating process including any arbitration, mediation, conciliation or alternative dispute resolution proceeding; or

any formal administrative or regulatory proceeding made against an **Insured Organisation** for a

**Wrongful Act**. It does not include an **Investigation** or **Pre-Investigation**.

(b) **Defence Costs** means any reasonable legal and other professional fees, costs and expenses incurred by the **Insured Organisation** with the prior written consent of Chubb (which shall not be unreasonably delayed or withheld) to defend, investigate, settle or appeal a **Claim** covered by this Endorsement. **Defence Costs** does not include wages, salaries or other remuneration of the **Insured Persons**.

(c) **Employment Related Benefits** means:

- (i) any non-monetary benefits; or
- (ii) any stock, shares, stock or share options or any similar right available under any employee plan; or
- (iii) any severance or redundancy entitlements, statutory entitlements (including paid or unpaid leave entitlements); or
- (iv) any bonus, incentive payment or loans (including interest); or
- (v) any amount the **Insured Organisation** is required to pay in accordance with the terms of an employment contract, including but not limited to in respect of an allegedly unfair contract, or any employment-related compensation or benefits.

(c) **Employment Related Wrongful Act** has the same meaning as set out in definition 3.18 of the **Policy**.

(d) **Loss** means all amounts which an **Insured Organisation** is legally obligated to pay in respect of a **Claim** including:

- (i) any damages awarded (including aggravated, punitive or exemplary damages) judgments entered, settlements reached;
- (ii) **Defence Costs**.

**Loss** does not include:

- (i) amounts for which, when allocated under General Condition 6.5 (Allocation of Loss), Chubb is not liable to indemnify under this **Policy**;
- (ii) **Employment Related Benefits**;
- (iii) fines or penalties imposed by law;
- (iv) any matters which are deemed uninsurable under the **Applicable Regulations**;
- (v) taxes or government duties;
- (vi) any multiplied portion of any damages awarded.

(e) **Wrongful Act** means any actual or alleged act, error, omission, breach of duty, breach of trust, breach of authority, misstatement or misleading statement by an **Insured Organisation** which is an **Employment Related Wrongful Act**.

### 第五條 Limit of Liability

For the purposes of the cover provided pursuant to this Endorsement only, the sub-limit of liability is US\$1,000,000. The sub-limit of liability under this Endorsement is part of and not in addition to the **Limit of Liability** in Item 5(a) of the **Schedule**.

### 第六條 Deductible

For the purposes of the cover provided pursuant to this Endorsement only, the following **Deductibles** will apply:

- (i) US\$100,000 for each **Claim** falling under the jurisdiction of the courts in the United States of America or its territories and / or settled by compromise in the United States of America or its territories.
- (ii) US\$25,000 for each **Claim** falling anywhere in the world other than the United States of America or its territories.

**第七條 Severability**

For the purposes of the cover provided pursuant to this Endorsement, only statements made and information possessed by any chief executive officer, chief financial officer, chief operating officer, managing director, chairman, company secretary, chief legal officer or responsible officer of the **Insured Organisation** shall be imputed to any **Insured Organisation** for the purposes of determining cover under this Endorsement.

**第八條 Extensions, Exclusions and Conditions in the Policy**

- (a) Extension 2.10 (Emergency Defence Costs and Legal Representation Expenses) applies to afford cover to the **Insured Organisation** under this Endorsement only, except that all references to **Legal Representation Expenses, Bail Bond Costs, and Public Relations Expenses** are deleted. Neither this Endorsement nor Extension 2.10 provides any cover to the **Insured Organisation** in respect of any **Investigation**.
- (b) Extension 2.11 (Continuous Cover) applies to afford cover to the **Insured Organisation** under this Endorsement only and the references in sub-clauses 2.11(b) and 2.11(c) to investment management insurance are deemed to be references to insurance for the **Insured Organisation** in respect of **Claims** based on or arising from an **Employment Related Wrongful Act**.
- (c) Extension 2.3 (Automatic Run Off Cover for Funds and Subsidiaries) applies to afford cover to the **Insured Organisation** under this Endorsement only, except that sub-clause (b) of Extension 2.3 is deleted in its entirety. Neither this Endorsement nor Extension 2.3 as incorporated by this Endorsement provides any cover to the **Insured Organisation** in respect of any **Investigation**.
- (d) General Condition 6.9 (Non-Renewal Discovery Periods) applies to afford cover to the **Insured Organisation** under this Endorsement only, except that sub-clause (a)(ii) of General Condition 6.9 is deleted in its entirety. Neither this Endorsement nor General Condition 6.9 as incorporated by this Endorsement provides any cover to the **Insured Organisation** in respect of any **Investigation**.
- (e) General Condition 6.8 (Discovery Period Following a Transaction) applies to afford cover to the **Insured Organisation** under this Endorsement only, except that sub-clause (b) of General Condition 6.8 is deleted in its entirety. Neither this Endorsement nor General Condition 6.8 as incorporated by this Endorsement provides any cover to the **Insured Organisation** in respect of any **Investigation**.
- (f) Save as otherwise provided by this Endorsement, none of the Extensions 2.5 to 2.22 of the **Policy** apply to the cover for the **Insured Organisation** under this Endorsement.
- (g) Save as otherwise provided by this Endorsement, the General Conditions set out in Section 6 of the **Policy** are deemed to be amended to apply to the cover for the **Insured Organisation** under this Endorsement. For clarity but without limiting the generality of the preceding sentence, it is the duty of the **Insured Organisation** to defend a **Claim** covered by this Endorsement. Notwithstanding that duty on the **Insured Organisation**, Chubb has the right set out in sub-clause (d) of General Condition 6.7, "Disputes as to Defence and Settlement of Claims" of the **Policy**, to settle any **Claim** against the **Insured Organisation** covered under this Endorsement, even where Chubb does not have the conduct of the **Claim**. If the **Insured Organisation** does not consent to the settlement of the **Claim**, the liability of Chubb is limited to the amount for which, at the time of the **Insured Organisation's** refusal, Chubb could have settled the **Claim** and **Defence Costs** incurred to that point.

In all other respects this **Policy** remains unaltered.

**Chubb Elite III Investment Management Insurance Policy  
Extend To Cover Juristic Person As Director Endorsement**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that for Insuring Clauses 1.1 (Directors & Officers Liability) and 1.2 (Company Reimbursement) definition 3.14 **Director** is amended to include the following:

**Director** also means any juristic person elected as a director or supervisor of the **Insured Organization**, and any natural person designated as the proxy of such juristic person to exercise the duty of director or supervisor in the **Insured Organization**, according to Paragraph 1, Article 27 of the Company Act of the Republic of China (as amended).

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy US Securities and Exchange Commission Exclusion

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that for Insuring Clauses 1.1 (Directors & Officers Liability) and 1.2 (Company Reimbursement) definition **3.14 Director** and **3.39 Outside Directorship** is delted entirely and amended to the following:

**3.14 Director** means any natural person, who was, now is or shall be appointed to the position of a director or alternate director, shadow director, supervisor, or general partner, regardless of the name given to that position. **Director** also means any juristic person elected as a director or supervisor of the **Insured Organization**, and any natural person designated as the proxy of such juristic person to exercise the duty of director or supervisor in the **Insured Organization**, according to Paragraph 1, Article 27 of the Company Act of the Republic of China (as amended).

**3.39 Outside Directorship** means the position of **Director** or **Officer** held by an **Insured Person** in an **Outside Organisation** at the request of the **Insured Organisation**. **Outside Directorship** also means the position of director or supervisor held by the **Insured Organization** elected according to Paragraph 1, Article 27 of the Company Act of the Republic of China (as amended) in an **Outside Organization** and any natural person designated as its proxy to exercise its duties.

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy EMPLOYMENT RELATED WRONGFUL ACT - ENTITY COVER (EXCLUDING USA)

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

**1. Insuring Clause**

Section 1 of this **Policy**, Insuring Clauses, is extended by adding the following:

**1.5 Insured Organisation – Employment Related Wrongful Act**

Chubb will pay to or on behalf of the **Insured Organisation** all **Loss** resulting from a **Claim** first made against an **Insured Organisation** during the **Policy Period** or an applicable **Discovery Period**.

**2. Definitions**

For the purposes of the cover provided pursuant to this Endorsement only, the following definitions apply:

(a) **Claim** means:

- (i) any written demand; or
- (ii) any criminal proceeding; or
- (iii) any civil proceeding commenced by a writ, complaint, summons, statement of claim or similar originating process including any arbitration, mediation, conciliation or alternative dispute resolution proceeding; or
- (iv) any formal administrative or regulatory proceeding, made against an **Insured Organisation** for a **Wrongful Act**. It does not include an **Investigation** or **Pre-Investigation**.

(b) **Defence Costs** means any reasonable legal and other professional fees, costs and expenses incurred by the **Insured Organisation** with the prior written consent of Chubb (which shall not be unreasonably delayed or withheld) to defend, investigate, settle or appeal a **Claim** covered by this Endorsement. **Defence Costs** does not include wages, salaries or other remuneration of the **Insured Persons**.

(c) **Employment Related Benefits** means:

- (i) any non-monetary benefits; or
- (ii) any stock, shares, stock or share options or any similar right available under any employee plan; or
- (iii) any severance or redundancy entitlements, statutory entitlements (including paid or unpaid leave entitlements); or
- (iv) any bonus, incentive payment or loans (including interest); or
- (v) any amount the **Insured Organisation** is required to pay in accordance with the terms of an employment contract, including but not limited to in respect of an allegedly unfair contract, or any employment-related compensation or benefits.

(d) **Employment Related Wrongful Act** has the same meaning as set out in definition 3.18 of the **Policy**.

(e) **Loss** means all amounts which an **Insured Organisation** is legally obligated to pay in respect of a



**Claim** including:

(i) any damages awarded (including aggravated, punitive or exemplary damages), judgments entered, settlements reached;

(ii) **Defence Costs**.

**Loss** does not include:

(i) amounts for which, when allocated under General Condition 6.5 (Allocation of Loss), Chubb is not liable to indemnify under this **Policy**;

(ii) **Employment Related Benefits**;

(iii) fines or penalties imposed by law;

(iv) any matters which are deemed uninsurable under the **Applicable Regulations**;

(v) taxes or government duties;

(vi) any multiplied portion of any damages awarded.

(f) **Wrongful Act** means any actual or alleged act, error, omission, breach of duty, breach of trust, breach of authority, misstatement or misleading statement by an **Insured Organisation** which is an **Employment Related Wrongful Act**.

### 3. **Limit of Liability**

For the purposes of the cover provided pursuant to this Endorsement only, the sub-limit of liability is [ ]. The sub-limit of liability under this Endorsement is part of and not in addition to the **Limit of Liability** in Item 5(a) of the **Schedule**.

### 4. **Deductible**

For the purposes of the cover provided pursuant to this Endorsement only, the following **Deductible** will apply for each **Claim**: [ ].

### 5. **Severability**

For the purposes of the cover provided pursuant to this Endorsement, only statements made and information possessed by any chief executive officer, chief financial officer, chief operating officer, managing director, chairman, company secretary, chief legal officer or responsible officer of the **Insured Organisation** shall be imputed to any **Insured Organisation** for the purposes of determining cover under this Endorsement.

### 6. **Extensions, Exclusions and Conditions in the Policy**

(a) Extension 2.10 (Emergency Defence Costs and Legal Representation Expenses) applies to afford cover to the **Insured Organisation** under this Endorsement only, except that all references to **Legal Representation Expenses, Bail Bond Costs, and Public Relations Expenses** are deleted. Neither this Endorsement nor Extension 2.10 provides any cover to the **Insured Organisation** in respect of any **Investigation**.

(b) Extension 2.11 (Continuous Cover) applies to afford cover to the **Insured Organisation** under this Endorsement only and the references in sub-clauses 2.11(b) and 2.11(c) to investment management insurance are deemed to be references to insurance for the **Insured Organisation** in respect of **Claims** based on or arising from an **Employment Related Wrongful Act**.

(c) Extension 2.3 (Automatic Run Off Cover for Funds and Subsidiaries) applies to afford cover to the **Insured Organisation** under this Endorsement only, except that sub-clause (b) of Extension 2.3 is deleted in its entirety. Neither this Endorsement nor Extension 2.3 as incorporated by this Endorsement provides any cover to the **Insured Organisation** in respect of any **Investigation**.

(d) General Condition 6.9 (Non-Renewal Discovery Periods) applies to afford cover to the **Insured Organisation** under this Endorsement only, except that sub-clause (a)(ii) of General Condition 6.9 is deleted in its entirety. Neither this Endorsement nor General Condition 6.9 as incorporated by this Endorsement provides any cover to the **Insured Organisation** in respect of any **Investigation**.

(e) General Condition 6.8 (Discovery Period Following a Transaction) applies to afford cover to the **Insured Organisation** under this Endorsement only, except that sub-clause (b) of General Condition 6.8 is deleted in its entirety. Neither this Endorsement nor General Condition 6.8 as incorporated by this Endorsement provides any cover to the **Insured Organisation** in respect of any **Investigation**.

(f) Save as otherwise provided by this Endorsement, none of the Extensions 2.5 to 2.22 of the **Policy** apply to the cover for the **Insured Organisation** under this Endorsement.

(g) Save as otherwise provided by this Endorsement, the General Conditions set out in Section 6 of the **Policy** are deemed to be amended to apply to the cover for the **Insured Organisation** under this Endorsement. For clarity but without limiting the generality of the preceding sentence, it is the duty of the **Insured Organisation** to defend a **Claim** covered by this Endorsement. Notwithstanding that duty on the **Insured Organisation**, Chubb has the right set out in sub-clause (d) of General Condition 6.7, "Disputes as to Defence and Settlement of Claims" of the **Policy**, to settle any **Claim** against the **Insured Organisation** covered under this Endorsement, even where Chubb does not

have the conduct of the **Claim**. If the **Insured Organisation** does not consent to the settlement of the **Claim**, the liability of Chubb is limited to the amount for which, at the time of the **Insured Organisation's** refusal, Chubb could have settled the **Claim** and **Defence Costs** incurred to that point.

For the purposes of the cover provided pursuant to this Endorsement only, in addition to the exclusions in the **Policy**, Chubb will not pay any **Loss** directly or indirectly caused by, arising out of or in any way connected with any **Claim** brought or maintained within the jurisdiction, or based upon any laws, of the United States of America or its Territories.

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy **Interlocking of Limits – Erosion only**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Notwithstanding any provision in the **Policy** to the contrary, if any **Loss**, **Key Man Loss** or Extension 2.27 “Crime Cost” is or are insured under any other policy issued by the **Insurer** or any member of the Chubb group of companies, this policy will serve as the primary policy.

In the event of **Loss** arising from one or more **Claims** and/or any **Investigation** whenever made against one or more **Insureds** arising from a single **Wrongful Act** or a series of related or continuous **Wrongful Acts** or conduct, which are attributable to the one originating source or underlying cause or related such sources or causes, any amounts paid or payable under this **Policy** and also other policies issued by Chubb or any other member of the Chubb Group of companies (or any renewal or replacement of such policy or which succeeds such policy in time), in respect of such **Loss** shall reduce the **Aggregate Limit of Liability** under this **Policy** for such **Claims** and/or **Investigations**. In other words, the maximum amount payable under all such policies shall not exceed the highest limit of liability of those policies.

This Endorsement does not increase the **Limit of Liability** under this **Policy** or the limit of liability under other policies issued by Chubb or any other member of the Chubb Group of companies.

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy **MAJOR SHAREHOLDERS EXCLUSION – PERCENTAGE AMOUNT WITH CARVE BACKS INCLUDING FUNDS**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4 of this **Policy**, General Exclusions, is amended by adding the following:

EXCLUSIONS APPLICABLE TO INSURING CLAUSES 1.1 (DIRECTORS AND OFFICERS LIABILITY), 1.2 (COMPANY REIMBURSEMENT) AND 1.3 (PROFESSIONAL INDEMNITY)

Chubb will not pay any **Loss** under Insuring Clauses 1.1, 1.2 or 1.3, directly or indirectly caused by, arising out of or in any way connected with any **Claim** brought by, whether directly or derivatively, on behalf of or for the benefit of any person or entity, or affiliated group of individuals and/or entities who at the time of the **Wrongful Act** or other conduct:

- (a) directly or beneficially owns or controls 20% or more of the issued and outstanding **Securities** of the **Insured Organisation**, or the voting rights representing the present right to vote in the election of directors of the **Insured Organisation**; and
- (b) had or has a representative individual or individuals holding a board position(s) in such **Insured Organisation**,

provided that this Exclusion will not apply:

- (i) to any **Claim** against an **Insured** instigated by a shareholder or a group of shareholders of the **Insured Organisation** directly or in the name of the **Insured Organisation** without the express or tacit consent, agreement, concurrence, co-operation, support or encouragement of any **Insured**; or
- (ii) where the **Claim** is brought or maintained by an **Insured** solely in the capacity as a client or customer of the **Insured Organisation** without the participation, solicitation, consent or assistance of any **Insured**; or
- (iii) to the members or investors in the **Fund**.

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy **MONEY LAUNDERING EXCLUSION**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4 of this **Policy**, General Exclusions, is amended by adding the following:

EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

Chubb will not pay any **Loss** directly or indirectly caused by, arising out of or in any way connected with any actual

or alleged **Money Laundering or Related Financial Crime**, which any director or **Officer** of the **Insured Organisation** knew or reasonably should have known constituted **Money Laundering or Related Financial Crime**.

For the purpose of this Exclusion, **Money Laundering or Related Financial Crime**, has the meaning given to that term (or the term used for an equivalent offence) under any statute, law, rule, regulation, international treaty, convention or accord pertaining to the movement of illicit cash or cash equivalent proceeds. In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy **TRADE AND ECONOMIC SANCTIONS ENDORSEMENT**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Chubb shall not be deemed to provide cover and Chubb shall not be liable to pay any **Loss** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Loss** or provision of such benefit would expose Chubb, or its parent or ultimate holding company, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Taiwan.

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy **US EXCLUSION**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4 of this **Policy**, General Exclusions, is amended by adding the following:

EXCLUSIONS APPLICABLE TO INSURING CLAUSES 1.1 (DIRECTORS AND OFFICERS LIABILITY), 1.2 (COMPANY REIMBURSEMENT) AND 1.3 (PROFESSIONAL INDEMNITY)

Chubb will not pay under Insuring Clauses 1.1, 1.2 or 1.3, for any **Loss** directly or indirectly caused by, arising out of or in any way connected with any **Claim** brought or conducted in a court of law or similar forum constituted in, or under the laws of, the United States of America or its Territories, or any **Claim** arising out of the activities of the **Insured** or any **Outside Organisation** in the United States of America or its Territories.

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy **RETROACTIVE COVER EXCLUSION**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4 of this **Policy**, General Exclusions, is amended by adding the following:

EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

Chubb will not pay any **Loss** directly or indirectly caused by, arising out of or in any way connected with any **Wrongful Act** or act occurring or allegedly committed, in whole or in part prior to \*INSERT RETROACTIVE DATE\*

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy **COMPANY DEEMED TO BE A SUBSIDIARY**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

For the purposes of this policy, [insert company name] is deemed to be the **Subsidiary** of the company shown in Item 2 of the **Schedule**.

In all other respects this **Policy** remains unaltered.

### Chubb Elite III Investment Management Insurance Policy **PAYMENT AND GRATUITIES EXCLUSION**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

Chubb shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to

- (i) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign officials, agents, representatives, employees, or any members of their family or any entity with which they are affiliated; or
- (ii) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign officials, agents, representatives, employees, or affiliates (within the meaning of applicable statutes, bylaws, or other law regulation governing such matters within the jurisdiction of the domicile of the **Company**, including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) of any customers or potential customers of the

**Company** or any members of their family or any entity which they are affiliated, or any **Insured**; or (iii) political contributions, whether domestic or foreign.  
In all other respects this **Policy** remains unaltered.

**Chubb Elite III Investment Management Insurance Policy**  
**SPECIFIC MATTER EXCLUSION**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):  
Chubb shall not be liable to make any payment for **Loss** directly or indirectly based on, arising from or attributable to any **Claim** or **Investigation** in connection with [insert company name].  
In all other respects this **Policy** remains unaltered.

**Chubb Elite III Investment Management Insurance Policy**  
**SUB-LIMIT FOR LOSS OF DOCUMENT AND BREACH OF PRIVACY**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):  
For 2.23 Loss of Document and 2.24 Breach of Privacy under Section 2 of this **Policy**, the sub-limits of liability are set at [insert amount] in the aggregate. This sub-limit is part of and not in addition to the **Limit of Liability** specified in item 5(b) of the **Schedule**.  
In all other respects this **Policy** remains unaltered.

**Chubb Elite III Investment Management Insurance Policy**  
**PRIMARY COVER FOR SUBSIDIARY CLAUSE**

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):  
If any **Loss, Key Man Loss** or Extension 2.27 "Crime Costs" is or are insured under the policy issued to [insert company name], this **Policy** will serve as the primary policy.  
In all other respects this **Policy** remains unaltered.

**Chubb Elite III Investment Management Insurance Policy**  
**ADDITIONAL NAMED INSURED PERSON**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):  
Cover under this **Policy** is extended to include any natural person representative appointed by **Insured Organization** to [insert company name] in [insert position] capacity.  
In all other respects this **Policy** remains unaltered.

**Chubb Elite III Investment Management Insurance Policy**  
**Interlocking of Limits (IMI Policies)**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The combined total aggregate **Limit of Liability** that Chubb/ACE shall be liable to pay for all **Loss** arising from a **Claims** made against or other **Loss** sustained by all **Insureds** under all insurance covers combined involving both this **Policy** and also the policy [Insert policy number] issued to [insert name of other Insured Company] by Chubb/ACE (or any renewal or replacement of such policy or which succeeds such policy in time) ("the Other Chubb/ACE Policy") shall be [insert the amount]

This Endorsement does not increase the **Limit of Liability** under Chubb/ACE's policy or the limit of liability under the Other Chubb/ACE policy.

In all other respects this **Policy** remains unaltered.

**Chubb Elite III Investment Management Insurance Policy**  
**Policy Period Extension**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

In consideration of the payment of an additional premium, Item 3 of the **Schedule** is amended to read as follows:

**Item 3. Policy Period:** From: [insert date] [insert time] local time

To: [insert date] [insert time] local time

Chubb's maximum **Aggregate Limit of Liability** for all **Loss** remains unchanged.

In all other respects this **Policy** remains unaltered.

## Chubb Elite III Investment Management Insurance Policy ADDITIONAL NAMED INSURED ORGANIZATION

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

Cover under this Policy is extended to include following entities as Insured Organization:

1. CBTL Holdings Corporation
2. Mega Flourish Investment Limited
3. Masterful Consort Corporation
4. CCAP SGH Holdings Limited
5. CCAP Best Logistics Holdings Limited
6. CCAP Tutwo Holdings Limited
7. CCAP Tutwo Holdings (Hong Kong) Limited

In all other respects this Policy remains unaltered.

## Chubb Elite III Investment Management Insurance Policy SCHEDULE OF FUNDS

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The definition of "Fund" in section 3.23 is deleted and replaced with the following:-

3.23 Fund means [ ] managed by the Principal Organisation or Investment Manager.

In all other respects this Policy remains unaltered.

### 菁英三號投資管理責任保險

#### 一、承保範圍

##### 1. 承保範圍

倘承保明細表第 5 項將任何承保範圍列為「不予承保」，則該項承保範圍及本保險單後續與該承保範圍相關之條款，將被視為刪除，且本公司將不提供該保障。

##### 1.1 董事暨重要職員責任

本公司將支付或代被保險個人支付因其於保險期間內首次遭受任何賠償請求所產生之損失，惟不包括被保險公司已實際償付予被保險個人之損失。

##### 1.2 公司補償

本公司將支付或代被保險公司支付因被保險個人於保險期間內首次遭受任何賠償請求所產生之損失，且以被保險公司已實際補償予被保險個人者為限。

##### 1.3 專業責任

本公司就被保險人在履行或怠於履行投資服務時之錯誤行為，或被保險人依法應對其行為負賠償責任之任何其他人在履行或怠於履行投資服務時之行為，而於保險期間內首次遭受賠償請求，本公司將支付或代被保險人支付所產生之所有損失。

##### 1.4 犯罪行為

本公司將支付被保險公司，直接因為任何錯誤行為而在任何時候所導致之損失，惟該損失必需於保險期間內首次經被保險人發現並且已通知本公司者。

#### 二、除外不保事項

##### 4. 一般除外不保事項

下列除外不保事項適用於所有承保範圍

##### 4.1 先前事件

本公司將不支付直接或間接因下列事項所導致、引起或相關之任何損失：

- (a) 保險期間開始前對被保險人及/或外部組織已提出、威脅或暗示提出之任何賠償請求；或
- (b) 於保險期間開始前對被保險人及/或外部組織提起或其繫屬中之調查、訴訟、或其他法律程序；或被指控或所衍生之原因事實或事件，與繫屬中或先前之訴訟或其他法律程序相同或實質相同者。
- (c) 任何於要保書內已為告知或揭露、或於保險期間生效日開始時或開始前已通知其他保險人之任何事實、事件、作為、不作為或賠償請求，或與承保範圍第 1.4 條「犯罪行為」有關，由上述之任何事實事件、作為、不作為或賠償請求引起之任何錯誤行為而導致者；或
- (d) 任何被保險人及/或外部組織於保險期間生效日開始前已知悉或應知悉可能導致賠償請求之任何事實、事件、作為或不作為。

下列除外不保事項適用於承保範圍第 1.1 條（董事暨重要職員責任）、第 1.2 條（公司補償）及第 1.3 條（專業責任）

##### 4.2 不當行為

在承保範圍第 1.1、1.2 或 1.3 條下，**被保險人**或**被保險人**依法應對其行為負賠償責任之任何人之行為涉有  
下列情形之一，而直接或間接所導致、引起或相關之任何**損失**，本公司不負賠償責任：

- (a) 從事或允許任何明知或故意而違背義務或違反任何**適用法規**之行為；或
- (b) 從事或允許任何犯罪、詐欺或不誠實之作為或不作為；或
- (c) 任何**被保險人**實際上或意圖取得其無權獲取之任何個人利益、秘密利益或利得；惟本除外不保事項不適用**被保險人**因被指稱違反美國 *Securities Exchange Act 1933* 及其修正條文第 11、12 或 15(a)條而遭受**賠償請求**而導致、引起或相關之任何**損失**。

本除外不保事項僅適用當上開行為經書面承認或終局裁判確證其已發生者。

於判斷本除外不保事項是否適用於特定**被保險個人**時，任一**被保險人**之行為、所知事實或所持有之資訊，不應被推定亦適用於任何其他**被保險個人**。

於判斷本除外不保事項是否適用於**被保險公司**時，僅有任何過去、現在或未來將擔任執行長、財務長、營運長、常務董事、董事長、公司秘書(Company Secretary)、法務長、總經理、負責人或其他職位相當之人之行為、所知事實或所持有之資訊，將被推定亦適用於該**被保險公司**。

#### 4.3 身體傷害／財物損失

在承保範圍第 1.1、1.2 或 1.3 條下，任何因人之身體傷害、病痛、疾病、死亡、健康狀況、精神痛苦或精神打擊，或任何財產上之損害或毀損（包括財產無法使用）所提出之**賠償請求**而直接間接導致、引起或以任何方式相關之任何**損失**，本公司不負賠償責任。

本除外不保事項不適用於：

- (a) 承保範圍第 1.1 條下之**不可獲得補償之損失**；或
- (b) 因**僱傭上錯誤行為**所導致之精神痛苦及/或精神創傷之**賠償請求**；或
- (c) 對書面或言詞誹謗、中傷或具危害性之不實陳述而提出之任何**賠償請求**；或
- (d) **法律代理費用**；或
- (e) 擴大承保事項第 2.19 條「職業安全衛生」、擴大承保事項第 2.20 條「民事罰鍰或民事賠償金」擴大承保事項第 2.23 條「文件滅失」及擴大承保事項第 2.14 條「關鍵人損失」。

下列除外不保事項適用於承保範圍第 1.1 條（董事暨重要職員責任）及第 1.2 條（公司補償）

#### 4.4 被保險人對被保險人在美國所提出之賠償請求

關於承保範圍第 1.1 及 1.2 條，本公司將不支付任何在美國或其領地境內之司法管轄權範圍內或根據其法律，由任何**被保險人**或**外部組織**所提起或主張之任何**賠償請求**所直接間接導致、引起或以任何方式相關之任何**損失**。但本除外不保事項不適用針對**被保險個人**在下列情形所提起之**賠償請求**：

- (a) 任何請求**被保險個人**分攤責任或補償之**賠償請求**，但限於該**賠償請求**係因**本保險單**所承保之**賠償請求**所導致者；或
- (b) 由任何**先前被保險個人**所提起或主張者；或
- (c) 由任何經合法授權之個人或組織，包括政府組織、破產管理人、清算人或行政接管人以**被保險公司**或**外部組織**之名義（包括代表任何**基金**）提起或主張之股東代表訴訟，且該訴訟被提起或主張並無任何**被保險人**參與、勸誘、同意或協助之情形，除非依照法律強制要求；或
- (d) 由**法令遵循委員會**之成員所提起或主張之**賠償請求**，且該**賠償請求**被提起或主張並無任何**被保險人**參與、勸誘、同意或協助之情形；或
- (e) 被指稱有**僱傭上錯誤行為**；或
- (f) **抗辯費用**。

#### 4.5 外部董事

本公司就擴大承保事項第 2.16 條「外部董事之擴大承保」將不支付：

- (a) 先前或目前由**外部組織**所投保或代其所投保，或指定其為受益人之其他保險單所承保之任何**損失**；
- (b) 對**被保險個人**提出之任何**賠償請求**有關之任何**損失**，且外部組織被要求或允許補償該**被保險個人**者；或
- (c) 由任何**被保險個人**、**外部組織**、或**外部組織**之任何董事、重要職員或員工、或在錯誤行為或其他行為當時，直接或間接擁有或控制超過百分之二十（20%）（含）**外部組織**已發行且流通在外之股本、權益或債權股票之任何個人或機構、或個人及/或機構所組成之團體及**外部組織**董事會成員所提起或代其提起之任何**賠償請求**有關之任何**損失**，但不包括：
  - (i) 基於、肇因於或可歸因於**僱傭上錯誤行為**之任何**賠償請求**；或
  - (ii) 由任何經合法授權之個人或組織，包括政府組織、破產管理人、清算人或行政接管人以**外部組織**之名義提起或主張之股東代表訴訟，且該訴訟被提起或主張並無任何**被保險個人**、**外部組織**或任何**外部組織**之**董事**、**重要職員**或員工明示、默示、協議、同意、合作、支持或鼓勵之情形，除非

法律上強迫要求。

#### 4.6 專業責任除外不保

就承保範圍第 1.1、1.2 條、擴大承保事項第 2.5 條「法律代理費用」或任何其他適用之擴大承保事項，本公司將不支付任何實際或被指稱，提供第三人**投資服務**之行為、錯誤或疏忽，包括任何被指稱有違反任何**投資服務契約**及/**被保險人**向該第三人所為之建議，所導致之任何**損失**。

下列除外不保事項適用於承保範圍第 1.3 條（專業責任）

#### 4.7 被保險人與被保險人之間的賠償請求

關於承保範圍第 1.3 條，本公司將不支付由任何**被保險人**提起或主張任何之**賠償請求**所引起之任何**損失**，但不包括：

- (a) 由**被保險公司**選任之律師（此律師之選任需經由本公司同意，且無正當理由不得延遲或拒絕同意）在考量各種可能狀況下，建議**被保險公司**，倘不提起該**賠償請求**將導致該**被保險公司**將違反**適用法規**所規定之義務時，由**被保險公司**為**基金**投資人或代其所提起之**賠償請求**。本公司將為**基金**或代其支付該取得該律師意見之費用；
- (b) **被保險人**僅以自身為**被保險公司**之顧客或客戶，或**基金**之受益人或投資人之身分所提起之**賠償請求**；
- (c) 請求**被保險個人**分攤責任或補償之**賠償請求**，但限於該**賠償請求**係因本保險單所承保之**賠償請求**所導致需分攤責任或補償者；或
- (d) **抗辯費用**。

#### 4.8 第三方無清償能力

就承保範圍第 1.3 條，本公司將不支付任何直接間接導致、引起或以任何方式相關於**被保險公司**以外之投資公司、有價證券或商品之經紀商、自營商、買家、賣家或承銷商，或不動產管理人，或其他性質類似機構無法支付或延遲支付款項，或無法履行合約所引起之任何**賠償請求**之相關**損失**。

#### 4.9 污染

就承保範圍第 1.3 條，本公司將不支付任何直接間接由下列情形所導致、衍生或以任何方式與其相關之任何**損失**：

- (a) 任何**污染物**；及/或
- (b) 核子或原子之作業、設備、反應器、配件、組件、裝置、武器、原料、燃料或核子燃料燃燒後廢料所生之任何輻射、毒性、污染、爆炸或其他有害性之物質。

#### 4.10 承擔責任

本公司在承保範圍第 1.3 條下將不支付任何直接間接由下列情形所導致、引起或以任何方式與其相關之任何**損失**：

- (a) **被保險人**因有意違反合約或依照任何合約、擔保、保證、或協議內容而承擔之責任，且如無該合約、擔保、保證、或協議時即毋須該承擔責任者，所遭受之**賠償請求**。本除外不保事項不適用於執行合理技能及注意義務以履行**投資服務**之合約責任。
- (b) **被保險人**提供或代其提供，對於任何投資或其他有價值之績效所為任何實際上或宣稱之擔保或保證。

下列除外不保事項適用於承保範圍第 1.4 條（犯罪行為）

#### 4.11 不保事項

僅適用於承保範圍第 1.4 條，本公司就起因於、基於或肇因於下列項目者將不支付任何費用：

- (a) 任何形式之間接或後續損失，但本除外不保事項不適用於擴大承保事項第 2.28 條「電腦程式之重製」及/或除外不保事項第 2.29 條「利息」；
- (b) 收入或獲利（包括但不限於利息及股利）之任何損失或剝奪，但本除外不保事項不適用於擴大承保事項第 2.29 條「利息」；
- (c) 營業中斷（包括時間之損失或無法使用）；
- (d) 任何**被保險人**為經營事業之目的而持有或占有之場所遭受之損壞或毀損；
- (e) 任何財產（包括金錢或有價證券）因磨損、破損、自然損壞或蟲蛀所導致之任何損失或損壞；
- (f) **被保險人**為確定承保範圍第 1.4 條「犯罪行為」所承保**損失**之成立及為確定**損失**金額所負擔之本、手續費及費用，惟本除外不保事項不適用於擴大承保事項第 2.27 條「犯罪調查費用」；
- (g) 任何因貸款、租賃或授信所產生之應付或已到期之本金、利息或其他金錢（不論現在或未來）但尚未支付予**被保險公司**者，但本除外不保事項不適用於擴大承保事項第 2.29 條「利息」；
- (h) 機械、電子故障或軟體問題、建設缺失、設計錯誤、潛在缺陷、磨損或撕裂、逐步惡化、電氣干擾、電子資料毀壞、程式運作中之任何機能失常、錯誤、故障或損壞、處理程序中之任何錯誤或遺漏。

#### 4.12 機密資訊

僅適用於承保範圍第 1.4 條，本公司將不支付因使用、取得及散佈傳播任何機密訊息，包括但不限於專利商標、版權、顧客資訊、電腦程式及商業秘密所產生之**損失**，但如該資訊被用於從事一行為且導致承保範圍第 1.4 條所承保之**損失者**，不在此限。

#### 4.13 電腦系統內具有欺騙性功能

僅適用於承保範圍第 1.4 條，本公司就開發用途係出售予多數顧客之電腦系統，其在向供應商或顧問購買當時已內含欺騙性功能者，對於所導致之**損失**不予支付，除非：

- (a) 欺騙性功能於**損失**當時僅單獨存在於**被保險公司**之電腦系統內，而未存在於所出售予任何其他顧客之電腦系統內；或
- (b) 此類欺騙性功能於購買日後才被建入。

#### 4.14 董事之不忠實

僅適用於承保範圍第 1.4 條，本公司將不支付非**員工**之**被保險人**之董事會任何成員所為**錯誤行為**而導致之**損失**，無論該行為係單由一人所為或與他人相互勾結而為。

#### 4.15 已知悉之錯誤行為

僅適用於承保範圍第 1.4 條，本公司將不支付**被保險人**實際已知該**員工**先前已有**錯誤行為**，之後再發生之**錯誤行為**而導致之**損失**。

#### 4.16 已知悉之先前錯誤行為

僅適用於承保範圍第 1.4 條，倘**被保險人**已知任何**被保險個人**在受**被保險人**僱用前就其職責曾有先前之不誠實或欺詐行為，本公司將不支付因該**被保險個人**之**錯誤行為**而導致之**損失**。

### 菁英三號投資管理責任保險 特定基金除外不保附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：  
定義第 3.23 條「**基金**」不包括以下**基金**：

[ ]

本附加條款未約定事項悉依**本保險單**約定辦理。

### 菁英三號投資管理責任保險 公司僱傭上錯誤行為附加條款(全世界)

#### 第一條 承保範圍

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：  
**本保險單**第 1 段承保範圍擴大承保下列事項：

#### 1.5 被保險公司 - 僱傭上錯誤行為

本公司將支付或為**被保險公司**支付因其於**保險期間**內或適用之**發現期間**內首次遭受任何**賠償請求**所產生之**損失**。

#### 第二條 定義

基於本附加條款提供之承保範圍適用之目的，以下定義適用於本附加條款：

(a) 「**賠償請求**」係指針對**被保險公司****錯誤行為**之：

- (i) 任何書面請求；或
- (ii) 任何刑事程序；或
- (iii) 任何以法院令狀、起訴狀、傳票、聲請狀或類似提起法律程序性質之文書所開始之民事程序，包含仲裁、調解、協調或其他替代之爭議解決程序；或
- (iv) 任何正式之行政或監理程序。

不包括**調查及調查前事件**。

(b) **抗辯費用**係指對**賠償請求**進行抗辯、調查、和解或上訴而由**被保險公司**支出，並經本公司事前書面同意（但無正當理由不得延遲或拒絕同意）之任何合理法律及其他專家費用、成本或支出。**抗辯費用**不包含任何**被保險個人**之工資、薪酬、或其他酬勞。

(c) **員工福利**係指：

- (i) 任何非金錢性福利；或
- (ii) 任何股票、股份、股票選擇權或股份選擇權，或任何員工福利計劃中類似之權利；或
- (iii) 任何遣散或資遣津貼，法定津貼(包括已付或未付之休假津貼)；或
- (iv) 任何紅利金、獎勵金或貸款(包括利息)；或
- (v) 任何**被保險公司**依據僱傭契約而必需支付之金額，包括但不限於係基於被指稱為不公平



之契約，或任何和員工相關之補償或福利。

(d) 僱傭上錯誤行為定義和本保險單定義第3.18條相同。

(e) 損失係指被保險公司就賠償請求而於法律上有義務支付之所有金額，包括：

(i) 任何損害賠償裁決（包含加重性損害賠償、懲罰性或懲戒性之損害賠償）、裁決金額、和解金額；

(ii) 抗辯費用。

損失不包括：

(vii) 依據一般事項第6.5條「損失分擔」，本公司就本保險單無補償責任之金額；

(viii) 員工福利；

(ix) 法律規定之罰金或罰鍰；

(x) 任何依適用法規不得承保之情事；

(xi) 稅金或應對政府履行之義務；

(xii) 任何損害賠償裁決之多倍賠償部分。

(f) 錯誤行為係指被保險公司任何實際上或被指稱為錯誤、不作為、背信、違反授權、不實陳述或誤導性陳述之僱傭上錯誤行為。

### 第三條 責任限額

基於本附加條款所提供承保範圍適用之目的，附屬責任限額為美金1,000,000元。本附加條款之附屬責任限額為承保明細表第5(a)條責任限額之一部分，而非另外計算。

### 第四條 自負額

基於本附加條款提供之承保範圍適用之目的，每一賠償請求適用之自負額為：

(i) 任一在美國法院管轄範圍內之賠償請求或在美國境內和解之賠償請求，其自負額為美金100,000元。

(ii) 任一在美國以外地區之賠償請求，其自負額為美金25,000元。

### 第五條 可分性

基於本附加條款所提供承保範圍適用之目的，為確定本附加條款之承保責任，僅有被保險公司之執行長、財務長、營運長、常務董事/執行董事、董事長、公司秘書(company secretary)、法務長或公司負責人所為之聲明或持有之資訊始能被推定適用於該被保險公司。

### 第六條 本保險單之擴大承保事項、除外不保事項及一般事項

(h) 僅在本附加條款下，擴大承保事項第2.10條「緊急抗辯費用及法律代理費用」適用於被保險公司，除非和法律代理費用、保釋保證金費用及公關費用相關之承保範圍被刪除。不管是本附加條款或是擴大承保事項第2.10條皆未針對調查提供保障予被保險公司。

(i) 僅在本附加條款下，擴大承保事項第2.11條「繼續承保」適用於被保險公司，且第2.11(b)及2.11(c)條所指投資管理責任保險係指承保被保險公司基於僱傭上錯誤行為所導致之賠償請求之保險。

(j) 僅在本附加條款下，擴大承保事項第2.3條「基金及從屬公司殘留責任自動承保」適用於被保險公司，但擴大承保事項第2.3條下之第(b)款全數刪除。不管是本附加條款或是適用於本附加條款之擴大承保事項第2.3條皆未針對調查提供保障予被保險公司。

(k) 僅在本附加條款下，一般事項第6.9條「未續保時之發現期間」適用於被保險公司，但一般事項第6.9條下之第(a)(ii)款全數刪除。不管是本附加條款或是適用於本附加條款之一般事項第6.9條皆未針對調查提供保障予被保險公司。

(l) 僅在本附加條款下，一般事項第6.8條「交易發生後之發現期間」適用於被保險公司，但一般事項第6.8條下之第(b)款全數刪除。不管是本附加條款或是適用於本附加條款之一般事項第6.8條皆未針對調查提供保障予被保險公司。

(m) 除非本附加條款另有約定，本保險單擴大承保事項第2.5條到第2.22條，在本附加條款下皆不適用於被保險公司

(n) 除非本附加條款另有約定，本保險單第6段一般事項在本附加條款下被視為適用於被保險公司。基於釐清之目的但不限制前揭文字之表示，被保險公司有責任就本附加條款所承保之賠償請求進行抗辯。儘管被保險公司有抗辯之責任，本公司基於本保險單一般事項第6.7條「就賠償請求之抗辯及和解所生爭議」第(d)款，對於本附加條款所承保就被保險公司所提起之賠償請求有權進行和解，即使本公司對於該賠償請求未採取其他行動。倘被保險公司不同意該賠償請求之和解，則本公司之責任將僅限於在被保險公司拒絕時，可得和解之金額加上當時已產生之抗辯費用。

### 第七條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定

## 菁英三號投資管理責任保險

### 出庭費用補償附加條款

#### 第一條 承保範圍

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 2 段以下擴大承保事項適用於承保範圍第 1.1 條（董事暨重要職員責任）、第 1.2 條（公司補償）及第 1.3 條（專業責任）新增以下條款：

倘被保險個人被要求以證人身份出庭參予本保險單所承保且已通知之相關賠償請求（非調查或調查前事件），本公司將為被保險個人支付出庭費用，限額為每人每天[填入金額]，每人累積最高為[填入金額]（不論賠償請求之次數或是求償之被保險個人人數）。

## 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定。

### 菁英三號投資管理責任保險 美國證券交易法案件除外不保附加條款

#### 第一條 承保範圍

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 4 段一般除外不保事項新增以下條款：

下列除外不保事項適用於承保範圍第 1.1 條（董事暨重要職員責任）、第 1.2 條（公司補償）及第 1.3 條（專業責任）在承保範圍第 1.1、1.2 或 1.3 條下，本公司將不支付因違反或被指控違反下列法令所規範之責任及義務所直接間接導致、引起或以任何方式相關之任何損失：

(a) 美國 1933 年證券交易法、1934 年證券交易法或其任何修正；

(b) 美國證券交易委員會（Securities and Exchange Commission (USA)）在美國 1933 年證券交易法（或其修正）及 1934 年證券交易法（或其修正）下頒布之任何規範及條例；或

(c) 任何和上述法令、規範或條例相關之類似的美國聯邦法，州法或普通法。

#### 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定。

### 菁英三號投資管理責任保險 擴大承保法人董事附加條款

#### 第一條 承保範圍

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就承保範圍第 1.1 條（董事暨重要職員責任）及第 1.2 條（公司補償）適用之目的，定義 3.14 「董事」及 3.39 「外部董事」全數刪除並以下文字替代：3.14 「董事」係指任何過去、現在或將要被選任擔任董事或代理董事、幕後董事、監察人或一般合夥人職位之自然人，無論該職位職稱為何。「董事」亦包含依中華民國公司法第 27 條第 1 項（或其後修改）當選被保險公司董事或監察人之法人，及經指定代表該等法人行使其被保險公司董事或監察人職權之自然人。

3.39 「外部董事」係指被保險個人基於被保險公司之要求，於外部組織擔任董事或重要職員之職位。外部董事亦指被保險公司依中華民國公司法第 27 條第 1 項（或其後修改）當選為外部組織之董事或監察人之職位，以及依照該條第 1 項規定被指定代表行使職務之自然人。

#### 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定。

### 菁英三號投資管理責任保險 公司僱傭上錯誤行為附加條款(除外美國地區)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

#### 1. 承保範圍

本保險單第 1 段承保範圍擴大承保下列事項：

##### 1.5 被保險公司 - 僱傭上錯誤行為

本公司將支付或為被保險公司支付因其於保險期間內或適用之發現期間內首次遭受任何賠償請求所產生之損失。

#### 2. 定義

基於本附加條款提供之承保範圍適用之目的，以下定義適用於本附加條款：

(a) 「賠償請求」係指針對被保險公司錯誤行為之：

(i) 任何書面請求；或

(ii) 任何刑事程序；或

- (iii) 任何以法院令狀、起訴狀、傳票、聲請狀或類似提起法律程序性質之文書所開始之民事程序，包含仲裁、調解、協調或其他替代之爭議解決程序；或
- (iv) 任何正式之行政或監理程序。  
不包括調查及調查前事件。
- (b) **抗辯費用**係指對**賠償請求**進行抗辯、調查、和解或上訴而由**被保險公司**支出，並經本公司事前書面同意（但無正當理由不得延遲或拒絕同意）之任何合理法律及其他專家費用、成本或支出。**抗辯費用**不包含任何**被保險個人**之工資、薪酬、或其他酬勞。
- (c) **員工福利**係指：
  - (i) 任何非金錢性福利；或
  - (ii) 任何股票、股份、股票選擇權或股份選擇權，或任何員工福利計劃中類似之權利；或
  - (iii) 任何遣散或資遣津貼，法定津貼(包括已付或未付之休假津貼)；或
  - (iv) 任何紅利金、獎勵金或貸款(包括利息)；或
  - (v) 任何**被保險公司**依據僱傭契約而必需支付之金額，包括但不限於係基於被指稱為不公平之契約或任何和員工相關之補償或福利。
- (d) **僱傭上錯誤行為**定義和**本保險單**定義第 3.18 條相同。
- (e) **損失**係指**被保險公司**就**賠償請求**而於法律上有義務支付之所有金額，包括：
  - (i) 任何損害賠償裁決（包含加重性損害賠償、懲罰性或懲戒性之損害賠償）、裁決金額、和解金額
  - (ii) **抗辯費用**。**損失**不包括：
  - (i) 依據一般事項第 6.5 條「損失分擔」，本公司就**本保險單**無補償責任之金額；
  - (ii) **員工福利**；
  - (iii) 法律規定之罰金或罰鍰；
  - (iv) 任何依**適用法規**不得承保之情事；
  - (v) 稅金或應對政府履行之義務；
  - (vi) 任何損害賠償裁決之多倍賠償部分。
- (f) **錯誤行為**係指**被保險公司**任何實際上或被指稱為錯誤、不作為、背信、違反授權、不實陳述或誤導性陳述之**僱傭上錯誤行為**。

### 3. 責任限額

基於本附加條款所提供承保範圍適用之目的，附屬責任限額為[ ]。本附加條款之附屬責任限額為**承保明細表第 5(a)條責任限額**之一部分，而非另外計算。

### 4. 自負額

基於本附加條款提供之承保範圍適用之目的，每一**賠償請求**適用之自負額為[ ]。

### 5. 可分性

基於本附加條款所提供承保範圍適用之目的，為確定本附加條款之承保責任，僅有**被保險公司**之執行長、財務長、營運長、常務董事/執行董事、董事長、公司秘書(company secretary)、法務長或公司負責人所為之聲明或持有之資訊，始能被推定適用於該**被保險公司**。

### 6. 本保險單之擴大承保事項、除外不保事項及一般事項

- (a) 僅在本附加條款下，擴大承保事項第 2.10 條「緊急抗辯費用及法律代理費用」適用於**被保險公司**，除非和**法律代理費用、保釋保證金費用及公關費用**相關之承保範圍被刪除。不管是本附加條款或是擴大承保事項第 2.10 條皆未針對**調查**提供保障予**被保險公司**。
- (b) 僅在本附加條款下，擴大承保事項第 2.11 條「繼續承保」適用於**被保險公司**，且第 2.11(b)及 2.11(c)條所指投資管理責任保險係指承保**被保險公司**基於**僱傭上錯誤行為**所導致之**賠償請求**之保險。
- (c) 僅在本附加條款下，擴大承保事項第 2.3 條「基金及從屬公司殘留責任自動承保」適用於**被保險公司**，但擴大承保事項第 2.3 條下之第(b)款全數刪除。不管是本附加條款或是適用於本附加條款之擴大承保事項第 2.3 條皆未針對**調查**提供保障予**被保險公司**。
- (d) 僅在本附加條款下，一般事項第 6.9 條「未續保時之發現期間」適用於**被保險公司**，但一般事項第 6.9 條下之第(a)(ii)款全數刪除。不管是本附加條款或是適用於本附加條款之一般事項第 6.9 條皆未針對**調查**提供保障予**被保險公司**。
- (e) 僅在本附加條款下，一般事項第 6.8 條「交易發生後之發現期間」適用於**被保險公司**，但一般事項第 6.8 條下之第(b)款全數刪除。不管是本附加條款或是適用於本附加條款之一般事項第 6.8 條皆未針對**調查**提供保障予**被保險公司**。
- (f) 除非本附加條款另有約定，**本保險單**擴大承保事項第 2.5 條到第 2.22 條，在本附加條款下皆不適用於**被保險公司**。

- (g) 除非本附加條款另有約定，**本保險單**第6段一般事項在本附加條款下被視為適用於**被保險公司**。基於釐清之目的但不限制前揭文字之表示，**被保險公司**有責任就本附加條款所承保之**賠償請求**進行抗辯。儘管**被保險公司**有抗辯之責任，本公司基於**本保險單**一般事項第6.7條「就賠償請求之抗辯及和解所生爭議」第(d)款，對於本附加條款所承保就**被保險公司**所提起之**賠償請求**有權進行和解，即使本公司對於該**賠償請求**未採取其他行動。倘**被保險公司**不同意該**賠償請求**之和解，則本公司之責任將僅限於在**被保險公司**拒絕時，可得和解之金額加上當時已產生之**抗辯費用**。

基於本附加條款提供之承保範圍適用之目的，除了**本保險單**之除外不保條款，就任何直接或間接基於、肇因於或可歸因於任何在美國或其領地境內之司法管轄權範圍內或根據其法律所提起或主張之**賠償請求**所生之損失，本公司不負賠償責任。

本附加條款未約定事項悉依**本保險單**約定辦理。

#### 菁英三號投資管理責任保險 責任限額不累積附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

儘管**本保險單**有其他約定，倘任何**損失**、**關鍵人損失**或擴大承保事項第2.27條「犯罪調查費用」為本公司或任何其他安達集團成員其他保險單所承保者，**本保險單**將視為基層保險。

當針對一個或多數個**被保險人**之一個或多數個**賠償請求**及/或任何**調查**所產生之**損失**，係源自於可歸因於一個來源、原因或相關之來源或原因之單一**錯誤行為**或一連串之**錯誤行為**或行為，由**本保險單**或本公司或安達集團其他成員所簽發之其他保險單(或其他任何該等保險單之續保、置換或接續)已支付或可支付有關該**損失**之任何金額，針對該**賠償請求**及/或**調查**，**本保險單**之**責任限額**應予降低。亦即前述該所有保險單可賠付之最高金額不應超過該所有保險單中之最高之**責任限額**。

本附加條款並不會增加**本保險單**之**責任限額**或本公司或任何其他安達集團成員所簽發之其他保險單之**責任限額**。

本附加條款未約定事項悉依**本保險單**約定辦理。

#### 菁英三號投資管理責任保險 主要股東除外不保附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

**本保險單**第4段一般除外不保事項新增以下條款：

下列除外不保事項適用於承保範圍第1.1條（董事暨重要職員責任）、第1.2條（公司補償）及第1.3條（專業責任）在承保範圍第1.1、1.2或1.3條下，在錯誤行為或其他行為做成之當時，有下列情形之任何人、組織或一群有關係之人或/及組織直接、代表其或以其為受益人所提起之**賠償請求**，而直接或間接所導致、引起或相關之任何**損失**，本公司不負賠償責任：

- (a) 直接或實質利益上擁有或控制**被保險公司** 20%或超過 20%之已發行流通在外有價證券，或可投票選舉**被保險公司**董事之投票權；及
- (b) 過去或現在於**被保險公司**之董事會中有代表或其本人持有席次。

但本除外不保事項不適用於以下情形：

- (i) **被保險公司**之股東或一群股東直接或以**被保險公司**名義針對**被保險人**所提起之**賠償請求**，且無任何**被保險人**之默許、同意、合作、支持或鼓勵；或
- (ii) 由**被保險人**僅係以**被保險公司**客戶或顧客之身分所提出之**賠償請求**，且未經任何**被保險人**之參與、誘使、同意或協助者；或
- (iii) 由**基金**之受益人或投資人所提起者。

本附加條款未約定事項悉依**本保險單**約定辦理。

#### 菁英三號投資管理責任保險 洗錢除外不保附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

**本保險單**第4段一般除外不保事項新增以下條款：

下列除外不保事項適用於所有承保範圍

任何實際上或被指稱和**洗錢**或相關**金融犯罪**相關，且**被保險公司**之董事或重要職員知悉或應該知悉會構成**洗錢**或相關**金融犯罪**，而直接或間接所導致、引起或相關之任何**損失**，本公司不負賠償責任：

基於本除外不保條款適用之目的，**洗錢**或相關**金融犯罪**，其定義與任何法令、法律、規則、法規、國際公約、慣例或協議，針對有關非法現金流通或通貨交易所為之定義(或針對相同犯罪行為所為之定義)相同。

本附加條款未約定事項悉依**本保險單**約定辦理。

#### 菁英三號投資管理責任保險

### 貿易及經濟制裁附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

倘若依**本保險單**提供任何承保保障、依此支付任何**損失**或提供任何補償，將造成本公司或本公司之母公司或本公司之最終母公司違反任何聯合國通過之制裁、禁止或限制決議，或歐盟、英國、美國或中華民國之經濟或商務制裁、法令與法規者，本公司不應就**本保險單**提供任何承保保障、依此支付任何**損失**或提供任何補償。

本附加條款未約定事項悉依**本保險單**約定辦理。

### 菁英三號投資管理責任保險

#### 美國除外不保附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

**本保險單**第4段一般除外不保事項新增以下條款：

下列除外不保事項適用於承保範圍第1.1條（董事暨重要職員責任）、第1.2條（公司補償）及第1.3條（專業責任）在承保範圍第1.1、1.2或1.3條下，就任何直接或間接基於、肇因於或有關於任何在美國或其領地境內之司法管轄權範圍內之法院或其他類似之機構，或基於其法律所提起或主張之**賠償請求**，或因**被保險人**或任何**外部組織**於美國或其領地境內之活動所生之**賠償請求**，**本公司**就其**損失**不負賠償責任。

本附加條款未約定事項悉依**本保險單**約定辦理。

### 菁英三號投資管理責任保險

#### 特定日前之行為除外不保附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

**本保險單**第4段一般除外不保事項新增以下條款：

下列除外不保事項適用於所有承保範圍

就直接或間接因發生於或被指稱於[填寫日期]之前所做之**錯誤行為**或任何行為，不論是全部或一部分，所導致、引起或與其相關之任何**損失**，**本公司**不予承保。

本附加條款未約定事項悉依**本保險單**約定辦理。

### 菁英三號投資管理責任保險

#### 視為被保險公司之從屬公司附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

基於**本保險單**適用目的，[填入公司名稱]視為**承保明細表**第二項所列公司之**從屬公司**。

本附加條款未約定事項悉依**本保險單**約定辦理。

### 菁英三號投資管理責任保險

#### 給付及餽贈除外不保附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就直接或間接基於、肇因於或可歸因於下列事由之**損失**，**本公司**不負賠償責任：

- (i) 對任何專職或兼職之國內或國外的公務員、代理人、代表、受僱人、其家族成員或其關係企業所為或為其利益所為之給付、佣金、餽贈、利益、或任何其他贈與；或
- (ii) 對任何專職或兼職之國內或國外的公務員、代理人、代表、受僱人、或**被保險公司**之客戶或潛在客戶、其家族成員或其關係企業（根據被保險公司所在地之管轄權內規範前開事項之相關法律、章程或其他法規之定義範圍內，包含其任何重要職員、董監事、代理人、所有權人、合夥人、代表人、主要股東或受僱人）之成員、或**被保險人**所為或為其利益所為之給付、佣金、餽贈、利益、或任何其他贈與；或
- (iii) 國內或國外之政治獻金。

本附加條款未約定事項悉依**本保險單**約定辦理。

### 菁英三號投資管理責任保險

#### 特定事件除外不保附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就任何直接或間接基於、肇因於或可歸因於與[填入公司名稱]相關之**賠償請求**或**調查**所生之**損失**，**本公司**不負賠償責任。

本附加條款未約定事項悉依**本保險單**約定辦理。

### 菁英三號投資管理責任保險

#### 文件滅失及違反隱私適用之附屬責任限額附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

**本保險單**第2項下之第2.23條文件滅失及第2.24條違反隱私所適用之附屬責任限額總共為[填入金額]。此限額為承

保明細表第5(b)條所列之**責任限額**之一部份，而非另外計算。  
本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英三號投資管理責任保險 基層保險附加條款-適用從屬公司

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

倘任何**損失**、**關鍵人損失**或擴大承保事項第2.27條「**犯罪調查費用**」為[填入公司名稱]保險單所承保者，**本保險單**將當作**基層保險**。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英三號投資管理責任保險 特別約定附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

即使**本保險單**第6.8條「**交易發生後之發現期間**」另有規定，本公司同意擴大承保**主被保險公司**與[填入公司名稱]於合併基準日後之任何**錯誤行為**或作為。惟本擴大承保範圍僅適用於**主被保險公司**於合併基準日前所從事之業務以及合併基準日前之**被保險個人**。

本擴大承保事項於**保險期間**屆滿失效。

本附加條款未約定事項悉依**本保險單**約定辦理。

#### 菁英三號投資管理責任保險 列舉額外承保之被保險個人附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

**本保險單**擴大承保**被保險公司**指派至[insert company name]擔任[insert position]職務之任何自然人。

本附加條款未約定事項悉依**本保險單**約定辦理。

#### 菁英三號投資管理責任保險 保險期間延長附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

經支付額外保險費為對價，承保明細表第3項茲修正如下：

**保險期間**：自：[填入原保險期間開始日期]至：[填入經延長之保險期間之屆滿日]

本公司就所有**損失**所負擔之**累積責任限額**應維持不變。

本附加條款未約定事項悉依**本保險單**約定辦理。

#### 菁英三號投資管理責任保險 額外列名被保險公司附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

**本保險單**擴大承保以下機構為**被保險公司**：

1. CBTL Holdings Corporation
2. Mega Flourish Investment Limited
3. Masterful Consort Corporation
4. CCAP SGH Holdings Limited
5. CCAP Best Logistics Holdings Limited
6. CCAP Tutwo Holdings Limited
7. CCAP Tutwo Holdings (Hong Kong) Limited

本附加條款未約定事項悉依**本保險單**約定辦理。

#### 菁英三號投資管理責任保險 列名承保特定基金附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

定義第3.23條「**基金**」完全刪除並以以下文字取代：

3.23「**基金**」係指由**主被保險公司**或**基金管理人**管理之[ ]。

本附加條款未約定事項悉依**本保險單**約定辦理。

### Chubb Elite V Directors & Officers Liability Insurance Policy

#### 一、承保範圍

##### 1. Insuring Agreements

A. The Insurer will pay on behalf of the Insured Person all Loss resulting from a Claim first made during the Policy Period against an Insured Person except where the Company has indemnified such Loss.

B. The Insurer will pay on behalf of the Company all Loss resulting from a Claim first made during the Policy Period against an Insured Person where the Company has indemnified or agreed to indemnify such Loss.

C. The Insurer will pay on behalf of the Company all Loss resulting from a Securities Claim first made during the Policy Period.

D. The Insurer will pay on behalf of the Insured Person all Legal Representation Expenses in respect of an Investigation and all such Legal Representation Expenses indemnified by the Company.

## 2. Extensions

### 2.1 Preservation of Side A limit

In the event the Insurer pays Loss under Insuring Agreements 1.B or 1.C, the Limit of Liability shall be reinstated once in respect of Non-Indemnifiable Loss under Insuring Agreement 1.A and 1.D only, by an amount equal to such payment, subject to the Limit of Liability and the Conditions.

### 2.2 Additional Excess Limit for Non-Indemnifiable Loss

Subject to the Aggregate Additional Excess Limit in Item 10(b) of the Schedule, the Insurer will pay to or on behalf of each director and supervisor of the company in Item 1 of the Schedule or an independent director and independent supervisor of any Subsidiary, Non-Indemnifiable Loss up to the Individual Additional Excess Limit in Item 10(a) of the Schedule, whether in respect of Claims or Investigations forming part of a Single Claim or otherwise, provided that:

- (i) the Limit of Liability;
  - (ii) any other directors and officers liability insurance which covers any part of that Loss; and
  - (iii) all other indemnification available to any director or supervisor;
- have been exhausted.

The Individual Additional Excess Limit in Item 10(a) of the Schedule is part of and not in addition to the Aggregate Additional Excess Limit in Item 10(b) of the Schedule.

The Aggregate Additional Excess Limit in Item 10(b) of the Schedule is the Insurer's maximum aggregate liability for all Loss under this Extension for all directors and supervisors irrespective of the number of claims under this Policy, the amount claimed or the number of directors or supervisors who claim. The Aggregate Additional Excess Limit in Item 10(b) of the Schedule is in addition to, and not part of, the Limit of Liability.

This Extension shall not apply to a reinstated Limit of Liability under Extension 2.1.

### 2.3 Subsidiaries

(i) If during the Policy Period, the Company acquires or creates an entity so that it becomes a Subsidiary (including acquires an operation via acquiring an entity) that:

- (a) has total assets less than the Acquisition Limit referred to in Item 6 of the Schedule; and
- (b) has no listing of its Securities in the United States of America;

then this Policy shall automatically extend to include such Subsidiary without notice to the Insurer or additional premium being payable, but only in respect of Wrongful Acts or conduct after such entity becomes a Subsidiary. For the purpose of this Extension 2.3, listing of equity pursuant to rule 144A of the Securities and Exchange Commission (USA) shall not constitute a public listing of Securities traded on any exchange in the United States of America.

(ii) Any Subsidiary acquired or created during the Policy Period and not covered in item (i) above shall automatically be covered under this Policy for a period of 60 days from the date of acquisition or creation but only in respect of Wrongful Acts or conduct after such entity becomes a Subsidiary. With the written agreement of the Insurer and subject to any additional premium and any amended terms and conditions, this Policy may be extended to include such Subsidiary beyond 60 days, but only in respect of Wrongful Acts or conduct after such entity becomes a Subsidiary.

(iii) If the Company effects a sale or dissolution of a Subsidiary either prior to or during the Policy Period, this Policy shall continue to include such Subsidiary but only for Wrongful Acts or conduct prior to the effective date of sale or dissolution.

(iv) The Insurer shall only be liable for Loss in respect of Wrongful Acts or conduct whilst an entity is a Subsidiary.

(v) The Insurer may extend this Policy to include Claims for Wrongful Acts or conduct by the Insured Person of an acquired Subsidiary prior to the time which such entity became a Subsidiary. Such Extension is subject to additional terms, conditions, and premium as the Insurer may require.

### 2.4 Emergency Costs and Expenses

If it is not possible for the Insured Person to obtain the Insurer's prior written consent to the incurring of Defence Costs, Legal Representation Expenses, Bail Bond Costs, Public Relations Expenses, Crisis Costs and Pre-Investigation Costs, the Insurer will waive the requirement for prior written consent, as long as the Insurer's consent is sought within 30 days of the first of such costs being incurred.

#### 2.5 Retired Director or Officer Cover

Provided a Transaction has not taken place and this Policy is not renewed or replaced with any other policy affording directors and officers liability cover or where on renewal the policy no longer provides cover for Retired Directors or Officers, then this Policy shall be extended to cover any Retired Directors or Officers for an unlimited period following its expiry date, in respect of Claims made or Investigations commenced against such persons, but only in respect of Wrongful Acts or conduct prior to them ceasing to act as an Insured Person.

#### 2.6 Takeovers and Mergers Run-off

In the event of a Transaction taking place, the Insurer may extend this Policy to include Claims first made or Investigations first commenced against an Insured Person within a period of 84 months from the expiry date of the Policy Period. Such Extension is subject to additional terms, conditions, and premium as the Insurer may require.

#### 2.7 Outside Directorship

- (i) This Policy shall extend to include an Insured Person who at the specific request of the Company is a director, officer, trustee, governor or equivalent of any Outside Entity in their capacity as such.
- (ii) Cover under this Extension shall be excess of any indemnification provided by the Outside Entity and any valid and collectible directors and officers liability insurance where such payment is made in respect of the Outside Entity.
- (iii) If the Outside Entity's directors and officers liability insurance is provided by the Insurer or any member of the Chubb group of companies, then the total aggregate amount of available cover for Loss under this Extension shall be reduced by the amount paid to the Outside Entity or any Insured Person under such policy.

#### 2.8 Management Buy-outs

In the event of an entity ceasing to be a Subsidiary as a result of a buy-out by existing management the Insurer agrees to maintain this Policy in respect of such entity for a period of 30 days from the date of the buy-out for Wrongful Acts or conduct subsequent to the buy-out. This Extension shall not apply in circumstances where there is other insurance in force which provides cover in respect of such Wrongful Acts or conduct.

#### 2.9 Tax

A Wrongful Act under this Policy is extended to include an Insured Person's personal liability under applicable insolvency legislation for the Company's unpaid taxes solely by reason of their capacity or position as a Director or Officer without any allegation of wrongdoing, where the company shown in Item 1 of the Schedule has become insolvent, and except to the extent that such liability arises from a breach of any statutory duty governing the payment of taxes by the company shown at Item 1 of the Schedule at the deliberate instigation or with the full knowledge and/or assistance of such Insured Person.

#### 2.10 Bail Bond Costs, Crisis Costs, Public Relations Expenses & Reputation Protection Expenses

This Policy covers, as Loss:

- (i) Bail Bond Costs;
- (ii) Crisis Costs;
- (iii) Public Relations Expenses; or
- (iv) Reputation Protection Expenses.

#### 2.11 Extradition Proceedings

This Policy covers, as Loss:

- (i) Defence Costs;
  - (ii) Bail Bond Costs;
  - (iii) Crisis Costs;
  - (iv) Public Relations Expenses;
  - (v) Reputation Protection Expenses; or
  - (vi) Overseas Travelling Costs;
- in relation to an Extradition Proceeding.

#### 2.12 Prosecution Costs

This Policy covers, as Loss, Prosecution Costs arising from a Claim or Investigation.



### 2.13 Civil Fines and Civil Penalties

This Policy covers, as Loss, civil fines and civil penalties, (including administrative fines and administrative penalties) imposed by law against an Insured Person as a result of a Claim or Investigation, where permissible and insurable under the applicable laws.

### 2.14 Occupational Health & Safety and Negligent Homicide in Performance of Duties

Notwithstanding Exclusion 4.6, this Policy covers, as Loss, all Defence Costs and Legal Representation Expenses of an Insured Person arising from any Claim or Investigation alleging commitment of Negligent Homicide in Performance of Duties or a breach of the Occupational Safety and Health Act of the Republic of China or any similar legislation in any Foreign Jurisdiction.

### 2.15 Deprivation of Assets

This Policy covers, as Loss, Deprivation of Assets Expenses arising from a Claim or Investigation.

The sub-limit of liability under this Extension shall not exceed US\$100,000 per Insured Person. The Insurer's maximum aggregate liability for cover under this Extension shall not exceed US\$500,000 irrespective of the number of claims under this Policy, the amount claimed or the number of Insureds who claim.

### 2.16 Pre-Investigation Costs

This Policy covers, as Loss, the reasonable and necessary fees, costs and expenses of an Insured Person (but not including any remuneration, cost of their time or costs or overheads of any Company) incurred, with the prior written consent of the Insurer, such consent not to be unreasonably withheld or delayed, directly with respect to:

- (i) any Pre-Investigation; and
- (ii) preparing any written notice or reports to any official body in connection with any Pre-Investigation.

No retention shall apply to this Extension.

### 2.17 Foreign Liberalisation

With respect to Claims or Investigations solely in a Foreign Jurisdiction, the Insurer shall apply to such Claim or Investigation those terms and conditions of the Foreign Policy in such Foreign Jurisdiction that are more favourable to the Insured Person than the terms and conditions of this Policy. However, this Extension shall only apply to the Insuring Agreements and Definitions of this Policy and will specifically not apply to any terms or conditions of this Policy in any way relating to limits of liability, sub limits, retentions, other insurance, non-renewal, conduct of proceedings, taxes, claims made and dispute resolution provisions, nor anything itemised in the Schedule nor any matter contained in an endorsement to this Policy.

### 2.18 Indemnity to the Company for Shareholder Costs

This Policy is extended to provide cover, as Loss, to the Company in the event and to the extent it is legally liable, pursuant to a court order, to indemnify the costs, charges and expenses incurred by a shareholder of the Company in pursuing a Claim against any Insured Person on behalf of the Company.

### 2.19 Derivative Investigation Hearing

This Policy covers, as Loss, the Derivative Investigation Costs of the board of directors (or equivalent management body). No retention shall apply to this Extension.

### 2.20 Interpretive Counsel - International Securities Laws

The term Defence Costs expressly includes reasonable costs and expenses incurred by an Insured Person for counsel within their home jurisdiction to interpret and apply advice received from counsel in a Foreign Jurisdiction in response to any Securities Claim in such other jurisdiction.

### 2.21 Environmental Violation

This Policy is extended to pay to or on behalf of an Insured Person all Loss resulting from an Environmental Proceeding up to the sub-limit in Item 14 of the Schedule, which shall apply in addition to, and not part of the Limit of Liability.

The additional sub-limit shall not apply to a reinstated Limit of Liability under Extension 2.1.

### 2.22 Cyber Privacy and Confidentiality

This Policy is extended to pay to or on behalf of an Insured Person all Loss resulting from a Claim as a direct result of:

- (i) any invasion infringement or interference with any right to privacy or of publicity, including any disclosure of Data which amounts to a breach of the relevant legislation; or

(ii) any unauthorised disclosure or use of any Confidential Information in Data form or information in Data form which is subject to statutory restriction on its disclosure or use.

Such cover shall be subject to the sub-limit in Item 15 of the Schedule, which shall apply in addition to, and not part of the Limit of Liability.

The additional sub-limit shall not apply to a reinstated Limit of Liability under Extension 2.1.

#### 2.23 Mitigation of Loss

This Policy is extended to cover the Insured under Insuring Agreements 1.A and 1.B, as Loss, for any Mitigation Loss, provided that:

(i) the Insured demonstrates, to the reasonable satisfaction of the Insurer, that the incurring of such Mitigation Loss is reasonable and proportionate, and is reasonably likely to prevent or mitigate the potential Claim;

(ii) the circumstances resulting in the payment are reported in accordance with Condition 5.4 "Notification of Claims, Investigations and Reporting Circumstances";

(iii) any action taken is taken with the prior written consent of the Insurer (not to be unreasonably withheld or delayed);

(iv) the liability of the Insurer for Mitigation Loss shall in no event exceed the amount of covered Loss it would have incurred if a Claim were to be pursued against the Insured Person; and

(v) the burden of proving that any Claim would be covered under this Policy shall rest with the Insured.

This Extension shall not apply to a potential Claim by the Company against any Insured Person. Such cover shall be subject to the sub-limit in Item 16 of the Schedule.

#### 2.24 Reinstatement of Limit if a Recovery

The amount of the depleted Limit of Liability following payment of Loss shall be reinstated to the extent of an amount equal to any sums recovered by the Insurer (net of the Insurer's reasonable expenses associated with such recovery).

#### 2.25 Continuous Cover

Notwithstanding Exclusion 4.2, coverage is provided under this Policy for a Claim or Investigation, provided always that:

(i) the Claim or Investigation could have been notified under a policy that:

(a) was in force at the time the Insured first became aware of the Claim or Investigation; and

(b) has an inception date that is not prior to the date shown in Item 5 of the Schedule;

(ii) the Insured has maintained, without interruption, a directors and officers liability policy with the Insurer from the date shown in Item 5 of the Schedule;

(iii) there has been no fraudulent non-disclosure or misrepresentation to the Insurer in respect of the Claim or Investigation;

(iv) cover under this Extension will be in accordance with the terms, conditions, Exclusions and limitations (including Insuring Agreement, Schedule, limit of liability and retention) of the policy in force at the time the Insured first becomes aware of the Claim or Investigation but only where such earlier policy affords no broader cover in respect of the Claim or Investigation than the provisions of this Policy; and

(v) the Insured agrees not to claim under more than one policy issued by the Insurer.

#### 2.26 Advancement of Costs and Expenses

The Insurer will advance any Defence Costs, Legal Representation Expenses, Bail Bond Costs, Deprivation of Assets Expenses, Overseas Travelling Costs, Prosecution Costs, Public Relations Expenses, Crisis Costs, Pre-Investigation Costs or Reputation Protection Expenses as provided under this Policy within 30 days of receipt of an invoice for same from the party approved by the Insurer prior to final disposition of any Claim or Investigation.

## 二、不保事項

### 4. Exclusions

The Insurer shall not be liable to make any payment for Loss under this Policy:

#### 4.1 Conduct

based on, arising from or attributable to:

(i) any criminal, dishonest or fraudulent act or omission of the Insured or an intentional breach of the law by the Insured; or

(ii) any personal profit or advantage gained by the Insured Person to which such Insured Person was not legally entitled except that this Exclusion shall not apply to that portion of any Loss based on, arising from or attributable to a Claim in which violations of Sections 11, 12 or 15(a) of the US Securities Act 1933, as amended, are alleged against such Insured;

provided that this Exclusion shall only apply if it is established through a Final Adjudication in the Claim or

Investigation for which Loss is claimed, that the relevant conduct occurred.

#### 4.2 Pending or Prior Litigation

based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or investigations) involving the Company, an Outside Entity or an Insured Person and issued or otherwise begun before the date shown at Item 5 of the Schedule or alleging or derived from the same or substantially the same facts or circumstances alleged in such pending or prior litigation or proceedings.

#### 4.3 Notice Under Previous Policy

based on, arising from or attributable to any Wrongful Act or a series of related Wrongful Acts alleged in any Claim, circumstance or any Investigation of which notice has been given under and accepted under any policy existing or expired before or on the inception date of this Policy.

#### 4.4 Company versus Insured Person - USA

based on, arising from or attributable to any Claim brought or maintained by or on behalf of the Company or Outside Entity against an Insured Person in the United States of America or its territories, except:

- (i) for contribution or indemnity if such Claim directly results from another Claim that would otherwise be covered under this Policy;
- (ii) any Derivative Proceeding brought or maintained on behalf of the Company or Outside Entity without the solicitation or participation of an Insured Person, Company or Outside Entity unless legally compelled to do so;
- (iii) brought or maintained by a liquidator, receiver or administrative receiver, or similar person under the laws of any other jurisdiction;
- (iv) Defence Costs; or
- (v) alleging an Employment Related Wrongful Act.

#### 4.5 Securities Offering

based on, arising from or attributable to any placement or offering of any Securities during the Policy Period, provided that this Exclusion shall not apply to Insuring Agreements 1.A, 1.B, 1.C and 1.D where the total value of such placement or offering is equal to or lower than the sum shown at Item 7 of the Schedule.

#### 4.6 Bodily Injury / Property Damage

- (i) for bodily injury, mental illness, emotional distress, injury to feelings, sickness, disease or death of any person; or
- (ii) for damage to or destruction of any tangible property including loss of use of such property; provided that the above shall not apply to:
  - (a) Non-Indemnifiable Loss;
  - (b) emotional distress and/or injury to feelings resulting from an Employment Related Wrongful Act;
  - (c) defamation; or
  - (d) Extension 2.14 "Occupational Health & Safety and Negligent Homicide in Performance of Duties".

#### 4.7 Cyber Publication

based on, arising from or attributable to:

- (i) any omission of the Insured to remove publications from any Internet, Intranet or Extranet following a complaint or notice in relation to the publication from any third party; or
  - (ii) any publication made to an Open Site by the Insured or any employee or third party.
- provided that this Exclusion shall only apply to Extension 2.22 Cyber Privacy and Confidentiality.

#### 4.8 Professional Services

based on, arising from or attributable to the rendering or failure to render professional services to a third party, provided, however, that the foregoing exclusion shall not be applicable to any derivative or shareholder class action claim against the Insured alleging a failure to supervise those who performed or failed to perform such professional services..

#### 4.9 Product Liability

based on, arising from, attributable to the failure or effect of any product.

#### 4.10 Intellectual Property Right

based on, arising from or attributable to any actual or alleged plagiarism or infringement of any intellectual property right, including but not limited to plagiarism, copyright, trademark, trade secret, registered design or patent.

For the purposes of determining the applicability of any Exclusion the Wrongful Act of an Insured shall not be imputed to any Insured Person.

For the purposes of determining the applicability of any Exclusion where the Company has indemnified an Insured Person, only the Wrongful Act of such Insured Person shall be attributed to the Company.

The conduct and knowledge possessed by any Finance Director, Chief Executive, Managing Director, Chairman, General Manager or equivalent of the company shown in Item 1 of the Schedule shall be imputed to any Company for the purposes of determining the applicability of any Exclusion relating to cover under Insuring Agreement 1.C.

### **Chubb Elite V Directors & Officers Liability Insurance Policy for Financial Institution**

#### 一、承保範圍

##### 1. Insuring Agreements

A. The Insurer will pay on behalf of the Insured Person all Loss resulting from a Claim first made during the Policy Period against an Insured Person except where the Company has indemnified such Loss.

B. The Insurer will pay on behalf of the Company all Loss resulting from a Claim first made during the Policy Period against an Insured Person where the Company has indemnified or agreed to indemnify such Loss.

C. The Insurer will pay on behalf of the Company all Loss resulting from a Securities Claim first made during the Policy Period.

D. The Insurer will pay on behalf of the Insured Person all Legal Representation Expenses in respect of an Investigation and all such Legal Representation Expenses indemnified by the Company.

##### 2. Extensions

###### 2.1 Additional Excess Limit for Non-Indemnifiable Loss

Subject to the Aggregate Additional Excess Limit in Item 10(b) of the Schedule, the Insurer will pay to or on behalf of each director and supervisor of the company in Item 1 of the Schedule or an independent director and independent supervisor of any Subsidiary, Non-Indemnifiable Loss up to the Individual Additional Excess Limit in Item 10(a) of the Schedule, whether in respect of Claims or Investigations forming part of a Single Claim or otherwise, provided that:

- (i) the Limit of Liability;
  - (ii) any other directors and officers liability insurance which covers any part of that Loss; and
  - (iii) all other indemnification available to any director or supervisor;
- have been exhausted.

The Individual Additional Excess Limit in Item 10(a) of the Schedule is part of and not in addition to the Aggregate Additional Excess Limit in Item 10(b) of the Schedule.

The Aggregate Additional Excess Limit in Item 10(b) of the Schedule is the Insurer's maximum aggregate liability for all Loss under this Extension for all directors and supervisors irrespective of the number of claims under this Policy, the amount claimed or the number of directors or supervisors who claim. The Aggregate Additional Excess Limit in Item 10(b) of the Schedule is in addition to, and not part of, the Limit of Liability.

###### 2.2 Subsidiaries

(i) If during the Policy Period, the Company acquires or creates an entity so that it becomes a Subsidiary (including acquires an operation via acquiring an entity) that:

- (a) has total assets less than the Acquisition Limit referred to in Item 6 of the Schedule;
- (b) has no listing of its Securities in the United States of America; and
- (c) is not a High Risk Entity;

then this Policy shall automatically extend to include such Subsidiary without notice to the Insurer or additional premium being payable, but only in respect of Wrongful Acts or conduct after such entity becomes a Subsidiary.

For the purpose of this Extension 2.2, listing of equity pursuant to rule 144A of the Securities and Exchange Commission (USA) shall not constitute a public listing of Securities traded on any exchange in the United States of America.

(ii) Any Subsidiary acquired or created during the Policy Period and not covered in item (i) above shall automatically be covered under this Policy for a period of 60 days from the date of acquisition or creation, but only in respect of Wrongful Acts or conduct after such entity becomes a Subsidiary. With the written agreement of the Insurer and subject to any additional premium and any amended terms and conditions, this Policy may be extended to include such Subsidiary beyond 60 days, but only in respect of Wrongful Acts or conduct after such entity becomes a Subsidiary.

(iii) If the Company effects a sale or dissolution of a Subsidiary either prior to or during the Policy Period, this Policy shall continue to include such Subsidiary but only for Wrongful Acts or conduct prior to the effective date of sale or dissolution.

(iv) The Insurer shall only be liable for Loss in respect of Wrongful Acts or conduct whilst an entity is a Subsidiary.

(v) The Insurer may extend this Policy to include Claims for Wrongful Acts or conduct by the Insured Person of an acquired Subsidiary prior to the time which such entity became a Subsidiary. Such Extension is subject to additional terms, conditions, and premium as the Insurer may require.

### 2.3 Emergency Costs and Expenses

If it is not possible for the Insured Person to obtain the Insurer's prior written consent to the incurring of Defence Costs, Legal Representation Expenses, Bail Bond Costs, Public Relations Expenses, Crisis Costs and Pre-Investigation Costs, the Insurer will waive the requirement for prior written consent, as long as the Insurer's consent is sought within 30 days of the first of such costs being incurred.

### 2.4 Retired Director or Officer Cover

Provided a Transaction has not taken place and this Policy is not renewed or replaced with any other policy affording directors and officers liability cover or where on renewal the policy no longer provides cover for Retired Directors or Officers, then this Policy shall be extended to cover any Retired Directors or Officers for an unlimited period following its expiry date, in respect of Claims made or Investigations commenced against such persons, but only in respect of Wrongful Acts or conduct prior to them ceasing to act as an Insured Person.

### 2.5 Takeovers and Mergers Run-off

In the event of a Transaction taking place, the Insurer may extend this Policy to include Claims first made or Investigations first commenced against an Insured Person within a period of 84 months from the expiry date of the Policy Period. Such Extension is subject to additional terms, conditions, and premium as the Insurer may require.

### 2.6 Outside Directorship

(i) This Policy shall extend to include an Insured Person who at the specific request of the Company is a director, officer, trustee, governor or equivalent of any Outside Entity in their capacity as such.

(ii) Cover under this Extension shall be excess of any indemnification provided by the Outside Entity and any valid and collectible directors and officers liability insurance where such payment is made in respect of the Outside Entity.

(iii) If the Outside Entity's directors and officers liability insurance is provided by the Insurer or any member of the Chubb group of companies, then the total aggregate amount of available cover for Loss under this Extension shall be reduced by the amount paid to the Outside Entity or any Insured Person under such policy.

### 2.7 Management Buy-outs

In the event of an entity ceasing to be a Subsidiary as a result of a buy-out by existing management the Insurer agrees to maintain this Policy in respect of such entity for a period of 30 days from the date of the buy-out for Wrongful Acts or conduct subsequent to the buy-out. This Extension shall not apply in circumstances where there is other insurance in force which provides cover in respect of such Wrongful Acts or conduct.

### 2.8 Tax

A Wrongful Act under this Policy is extended to include an Insured Person's personal liability under applicable insolvency legislation for the Company's unpaid taxes solely by reason of their capacity or position as a Director or Officer without any allegation of wrongdoing, where the company shown in Item 1 of the Schedule has become insolvent, and except to the extent that such liability arises from a breach of any statutory duty governing the payment of taxes by the company shown at Item 1 of the Schedule at the deliberate instigation or with the full knowledge and/or assistance of such Insured Person.

### 2.9 Bail Bond Costs, Crisis Costs, Public Relations Expenses & Reputation Protection Expenses

This Policy covers, as Loss:

- (i) Bail Bond Costs;
- (ii) Crisis Costs;
- (iii) Public Relations Expenses; or
- (iv) Reputation Protection Expenses.

### 2.10 Extradition Proceedings

This Policy covers, as Loss:

- (i) Defence Costs;
  - (ii) Bail Bond Costs;
  - (iii) Crisis Costs;
  - (iv) Public Relations Expenses;
  - (v) Reputation Protection Expenses; or
  - (vi) Overseas Travelling Costs;
- in relation to an Extradition Proceeding.

#### 2.11 Prosecution Costs

This Policy covers, as Loss, Prosecution Costs arising from a Claim or Investigation.

#### 2.12 Civil Fines and Civil Penalties

This Policy covers, as Loss, civil fines and civil penalties, (including administrative fines and administrative penalties) imposed by law against an Insured Person as a result of a Claim or Investigation, where permissible and insurable under the applicable laws.

#### 2.13 Occupational Health & Safety and Negligent Homicide in Performance of Duties

Notwithstanding Exclusion 4.6, this Policy covers, as Loss, all Defence Costs and Legal Representation Expenses of an Insured Person arising from any Claim or Investigation alleging commitment of Negligent Homicide in Performance of Duties or a breach of the Occupational Safety and Health Act of the Republic of China or any similar legislation in any Foreign Jurisdiction.

#### 2.14 Deprivation of Assets

This Policy covers, as Loss, Deprivation of Assets Expenses arising from a Claim or Investigation.

The sub-limit of liability under this Extension shall not exceed US\$100,000 per Insured Person. The Insurer's maximum aggregate liability for cover under this Extension shall not exceed US\$500,000 irrespective of the number of claims under this Policy, the amount claimed or the number of Insureds who claim.

#### 2.15 Pre-Investigation Costs

This Policy covers, as Loss, the reasonable and necessary fees, costs and expenses of an Insured Person (but not including any remuneration, cost of their time or costs or overheads of any Company) incurred, with the prior written consent of the Insurer, such consent not to be unreasonably withheld or delayed, directly with respect to:

- (i) any Pre-Investigation; and
- (ii) preparing any written notice or reports to any official body in connection with any Pre-Investigation.

The sub-limit of liability for all payments under this Extension is specified in Item 15 of the Schedule. This sub-limit is part of and not in addition to the Limit of Liability.

#### 2.16 Foreign Liberalisation

With respect to Claims or Investigations solely in a Foreign Jurisdiction, the Insurer shall apply to such Claim or Investigation those terms and conditions of the Foreign Policy in such Foreign Jurisdiction that are more favourable to the Insured Person than the terms and conditions of this Policy. However, this Extension shall only apply to the Insuring Agreements and Definitions of this Policy and will specifically not apply to any terms or conditions of this Policy in any way relating to limits of liability, sub limits, retentions, other insurance, non-renewal, conduct of proceedings, taxes, claims made and dispute resolution provisions, nor anything itemised in the Schedule nor any matter contained in an endorsement to this Policy.

#### 2.17 Indemnity to the Company for Shareholder Costs

This Policy is extended to provide cover, as Loss, to the Company in the event and to the extent it is legally liable, pursuant to a court order, to indemnify the costs, charges and expenses incurred by a shareholder of the Company in pursuing a Claim against any Insured Person on behalf of the Company.

#### 2.18 Derivative Investigation Hearing

This Policy covers, as Loss, the Derivative Investigation Costs of the board of directors (or equivalent management body).

#### 2.19 Interpretive Counsel - International Securities Laws

The term Defence Costs expressly includes reasonable costs and expenses incurred by an Insured Person for counsel within their home jurisdiction to interpret and apply advice received from counsel in a Foreign Jurisdiction in response to any Securities Claim in such other jurisdiction.

#### 2.20 Environmental Violation

This Policy is extended to pay to or on behalf of an Insured Person all Loss resulting from an Environmental Proceeding up to the sub-limit in Item 14 of the Schedule, which shall apply in addition to, and not part of the Limit of Liability.

#### 2.21 Cyber Privacy and Confidentiality

This Policy is extended to pay to or on behalf of an Insured Person all Loss resulting from a Claim as a direct result of:

- (i) any invasion infringement or interference with any right to privacy or of publicity, including any disclosure of Data which amounts to a breach of the relevant legislation; or
- (ii) any unauthorised disclosure or use of any Confidential Information in Data form or information in Data form which is subject to statutory restriction on its disclosure or use.

Such cover shall be subject to the sub-limit in Item 16 of the Schedule, which shall apply in addition to, and not part of the Limit of Liability.

#### 2.22 Mitigation of Loss

This Policy is extended to cover the Insured under Insuring Agreements 1.A and 1.B, as Loss, for any Mitigation Loss, provided that:

- (i) the Insured demonstrates, to the reasonable satisfaction of the Insurer, that the incurring of such Mitigation Loss is reasonable and proportionate, and is reasonably likely to prevent or mitigate the potential Claim;
- (ii) the circumstances resulting in the payment are reported in accordance with Condition 5.4 "Notification of Claims, Investigations and Reporting Circumstances";
- (iii) any action taken is taken with the prior written consent of the Insurer (not to be unreasonably withheld or delayed);
- (iv) the liability of the Insurer for Mitigation Loss shall in no event exceed the amount of covered Loss it would have incurred if a Claim were to be pursued against the Insured Person; and
- (v) the burden of proving that any Claim would be covered under this Policy shall rest with the Insured.

This Extension shall not apply to a potential Claim by the Company against any Insured Person. Such cover shall be subject to the sub-limit in Item 17 of the Schedule.

#### 2.23 Reinstatement of Limit if a Recovery

The amount of the depleted Limit of Liability following payment of Loss shall be reinstated to the extent of an amount equal to any sums recovered by the Insurer (net of the Insurer's reasonable expenses associated with such recovery).

#### 2.24 Continuous Cover

Notwithstanding Exclusion 4.2, coverage is provided under this Policy for a Claim or Investigation, provided always that:

- (i) the Claim or Investigation could have been notified under a policy that:
  - (a) was in force at the time the Insured first became aware of the Claim or Investigation; and
  - (b) has an inception date that is not prior to the date shown in Item 5 of the Schedule;
- (ii) the Insured has maintained, without interruption, a directors and officers liability policy with the Insurer from the date shown in Item 5 of the Schedule;
- (iii) there has been no fraudulent non-disclosure or misrepresentation to the Insurer in respect of the Claim or Investigation;
- (iv) cover under this Extension will be in accordance with the terms, conditions, Exclusions and limitations (including Insuring Agreement, Schedule, limit of liability and retention) of the policy in force at the time the Insured first becomes aware of the Claim or Investigation but only where such earlier policy affords no broader cover in respect of the Claim or Investigation than the provisions of this Policy; and
- (v) the Insured agrees not to claim under more than one policy issued by the Insurer.

#### 2.25 Advancement of Costs and Expenses

The Insurer will advance any Defence Costs, Legal Representation Expenses, Bail Bond Costs, Deprivation of Assets Expenses, Overseas Travelling Costs, Prosecution Costs, Public Relations Expenses, Crisis Costs, Pre-Investigation Costs or Reputation Protection Expenses as provided under this Policy within 30 days of receipt of an invoice for same from the party approved by the Insurer prior to final disposition of any Claim or Investigation.

#### 二、不保事項

##### 4. Exclusions

The Insurer shall not be liable to make any payment for Loss under this Policy:

#### 4.1 Conduct

based on, arising from or attributable to:

- (i) any criminal, dishonest or fraudulent act or omission of the Insured or an intentional breach of the law by the Insured; or
- (ii) any personal profit or advantage gained by the Insured Person to which such Insured Person was not legally entitled except that this Exclusion shall not apply to that portion of any Loss based on, arising from or attributable to a Claim in which violations of Sections 11, 12 or 15(a) of the US Securities Act 1933, as amended, are alleged against such Insured;

provided that this Exclusion shall only apply if it is established through a Final Adjudication in the Claim or Investigation for which Loss is claimed, that the relevant conduct occurred.

#### 4.2 Pending or Prior Litigation

based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or investigations) involving the Company, an Outside Entity or an Insured Person and issued or otherwise begun before the date shown at Item 5 of the Schedule or alleging or derived from the same or substantially the same facts or circumstances alleged in such pending or prior litigation or proceedings.

#### 4.3 Notice Under Previous Policy

based on, arising from or attributable to any Wrongful Act or a series of related Wrongful Acts alleged in any Claim, circumstance or any Investigation of which notice has been given under and accepted under any policy existing or expired before or on the inception date of this Policy.

#### 4.4 Company versus Insured Person - USA

based on, arising from or attributable to any Claim brought or maintained by or on behalf of the Company or Outside Entity against an Insured Person in the United States of America or its territories, except:

- (i) for contribution or indemnity if such Claim directly results from another Claim that would otherwise be covered under this Policy;
- (ii) any Derivative Proceeding brought or maintained on behalf of the Company or Outside Entity without the solicitation or participation of an Insured Person, Company or Outside Entity unless legally compelled to do so;
- (iii) brought or maintained by a liquidator, receiver or administrative receiver, or similar person under the laws of any other jurisdiction;
- (iv) Defence Costs; or
- (v) alleging an Employment Related Wrongful Act.

#### 4.5 Securities Offering

based on, arising from or attributable to any placement or offering of any Securities during the Policy Period, provided that this Exclusion shall not apply to Insuring Agreements 1.A, 1.B, 1.C and 1.D where the total value of such placement or offering is equal to or lower than the sum shown at Item 7 of the Schedule.

#### 4.6 Bodily Injury / Property Damage

- (i) for bodily injury, mental illness, emotional distress, injury to feelings, sickness, disease or death of any person; or
- (ii) for damage to or destruction of any tangible property including loss of use of such property;

provided that the above shall not apply to:

- (a) Non-Indemnifiable Loss;
- (b) emotional distress and/or injury to feelings resulting from an Employment Related Wrongful Act; or
- (c) defamation.
- (d) Extension 2.14 "Occupational Health & Safety and Negligent Homicide in Performance of Duties".

#### 4.7 Cyber Publication

based on, arising from or attributable to:

- (i) any omission of the Insured to remove publications from any Internet, Intranet or Extranet following a complaint or notice in relation to the publication from any third party; or
- (ii) any publication made to an Open Site by the Insured or any employee or third party.

provided that this Exclusion shall only apply to Extension 2.21 "Cyber Privacy and Confidentiality".

#### 4.8 Professional Services

based on, arising from or attributable to the rendering or failure to render professional services to a third party, provided, however, that the foregoing exclusion shall not be applicable to any derivative or shareholder class action claim against the Insured alleging a failure to supervise those who performed or failed to perform such professional



services.

For the purposes of determining the applicability of any Exclusion the Wrongful Act of an Insured shall not be imputed to any Insured Person.

For the purposes of determining the applicability of any Exclusion where the Company has indemnified an Insured Person, only the Wrongful Act of such Insured Person shall be attributed to the Company.

The conduct and knowledge possessed by any Finance Director, Chief Executive, Managing Director, Chairman, General Manager or equivalent of the company shown in Item 1 of the Schedule shall be imputed to any Company for the purposes of determining the applicability of any Exclusion relating to cover under Insuring Agreement 1.C.

## **Chubb Elite V Directors & Officers Liability Insurance Policy for Financial Institution-PCA Life Insurance Company Ltd. (Taiwan)**

### 一、承保範圍

#### **Insuring Agreements**

- A. The **Insurer** will pay on behalf of the **Insured Person** all **Loss** resulting from a **Claim** first made during the **Policy Period** against an **Insured Person** except where the **Company** has indemnified such **Loss**.
- B. The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made during the **Policy Period** against an **Insured Person** where the **Company** has indemnified or agreed to indemnify such **Loss**.
- C. The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Securities Claim** first made during the **Policy Period**.
- D. The **Insurer** will pay on behalf of the **Insured Person** all **Legal Representation Expenses** in respect of an **Investigation** and all such **Legal Representation Expenses** indemnified by the **Company**.

#### **2. Extensions**

##### **2.1 Additional Excess Limit for Non-Indemnifiable Loss**

Subject to the Aggregate Additional Excess Limit in Item 10(b) of the Schedule, the **Insurer** will pay to or on behalf of each director and supervisor of the company in Item 1 of the Schedule or an independent director and independent supervisor of any **Subsidiary**, **Non-Indemnifiable Loss** up to the **Individual Additional Excess Limit** in Item 10(a) of the Schedule, whether in respect of **Claims** or **Investigations** forming part of a **Single Claim** or otherwise, provided that:

- (i) the **Limit of Liability**;
- (ii) any other directors and officers liability insurance which covers any part of that **Loss**; and
- (iii) all other indemnification available to any director or supervisor;

have been exhausted.

The Individual Additional Excess Limit in Item 10(a) of the Schedule is part of and not in addition to the Aggregate Additional Excess Limit in Item 10(b) of the Schedule.

The Aggregate Additional Excess Limit in Item 10(b) of the Schedule is the **Insurer's** maximum aggregate liability for all **Loss** under this Extension for all directors and supervisors irrespective of the number of claims under this **Policy**, the amount claimed or the number of directors or supervisors who claim. The Aggregate Additional Excess Limit in Item 10(b) of the Schedule is in addition to, and not part of, the **Limit of Liability**.

##### **2.2 Subsidiaries**

- (i) If during the **Policy Period**, the **Company** acquires or creates an entity so that it becomes a **Subsidiary** (including acquires an operation via acquiring an entity) that:
- (a) has total assets less than the Acquisition Limit referred to in Item 6 of the Schedule;
  - (b) has no listing of its **Securities** in the United States of America; and
  - (c) is not a **High Risk Entity**;

then this **Policy** shall automatically extend to include such **Subsidiary** without notice to the **Insurer** or additional premium being payable, but only in respect of **Wrongful Acts** or conduct after such entity becomes a **Subsidiary**. For the purpose of this Extension 2.2, listing of equity pursuant to rule 144A of the Securities and Exchange Commission (USA) shall not constitute a public listing of **Securities** traded on any exchange in the United States of America.

(ii) Any **Subsidiary** acquired or created during the **Policy Period** and not covered in item (i) above shall automatically be covered under this **Policy** for a period of 60 days from the date of acquisition or creation, but only in respect of **Wrongful Acts** or conduct after such entity becomes a **Subsidiary**. With the written agreement of the **Insurer** and subject to any additional premium and any amended terms and conditions, this **Policy** may be

extended to include such **Subsidiary** beyond 60 days, but only in respect of **Wrongful Acts** or conduct after such entity becomes a **Subsidiary**.

(iii) If the **Company** effects a sale or dissolution of a **Subsidiary** either prior to or during the **Policy Period**, this **Policy** shall continue to include such **Subsidiary** but only for **Wrongful Acts** or conduct prior to the effective date of sale or dissolution.

(iv) The **Insurer** shall only be liable for **Loss** in respect of **Wrongful Acts** or conduct whilst an entity is a **Subsidiary**.

(v) The **Insurer** may extend this **Policy** to include **Claims** for **Wrongful Acts** or conduct by the **Insured Person** of an acquired **Subsidiary** prior to the time which such entity became a **Subsidiary**. Such Extension is subject to additional terms, conditions, and premium as the **Insurer** may require. 2.3 **Emergency Costs and Expenses**

If it is not possible for the **Insured Person** to obtain the **Insurer's** prior written consent to the incurring of **Defence Costs, Legal Representation Expenses, Bail Bond Costs, Public Relations Expenses, Crisis Costs** and **Pre-Investigation Costs**, the **Insurer** will waive the requirement for prior written consent, as long as the **Insurer's** consent is sought within 30 days of the first of such costs being incurred.

#### 2.4 **Retired Director or Officer Cover**

Provided a **Transaction** has not taken place and this **Policy** is not renewed or replaced with any other policy affording directors and officers liability cover or where on renewal the policy no longer provides cover for **Retired Directors or Officers**, then this **Policy** shall be extended to cover any **Retired Directors or Officers** for an unlimited period following its expiry date, in respect of **Claims** made or **Investigations** commenced against such persons, but only in respect of **Wrongful Acts** or conduct prior to them ceasing to act as an **Insured Person**.

#### 2.5 **Takeovers and Mergers Run-off**

In the event of a **Transaction** taking place, the **Insurer** may extend this **Policy** to include **Claims** first made or **Investigations** first commenced against an **Insured Person** within a period of 84 months from the expiry date of the **Policy Period**. Such Extension is subject to additional terms, conditions, and premium as the **Insurer** may require.

#### 2.6 **Outside Directorship**

(i) This **Policy** shall extend to include an **Insured Person** who at the specific request of the **Company** is a director, officer, trustee, governor or equivalent of any **Outside Entity** in their capacity as such.

(ii) Cover under this Extension shall be excess of any indemnification provided by the **Outside Entity** and any valid and collectible directors and officers liability insurance where such payment is made in respect of the **Outside Entity**.

(iii) If the **Outside Entity's** directors and officers liability insurance is provided by the **Insurer** or any member of the Chubb group of companies, then the total aggregate amount of available cover for **Loss** under this Extension shall be reduced by the amount paid to the **Outside Entity** or any **Insured Person** under such policy. 2.7 **Management Buy-outs**

In the event of an entity ceasing to be a **Subsidiary** as a result of a buy-out by existing management the **Insurer** agrees to maintain this **Policy** in respect of such entity for a period of 30 days from the date of the buy-out for **Wrongful Acts** or conduct subsequent to the buy-out. This Extension shall not apply in circumstances where there is other insurance in force which provides cover in respect of such **Wrongful Acts** or conduct.

#### 2.8 **Tax**

A **Wrongful Act** under this **Policy** is extended to include an **Insured Person's** personal liability under applicable insolvency legislation for the **Company's** unpaid taxes solely by reason of their capacity or position as a **Director or Officer** without any allegation of wrongdoing, where the company shown in Item 1 of the Schedule has become insolvent, and except to the extent that such liability arises from a breach of any statutory duty governing the payment of taxes by the company shown at Item 1 of the Schedule at the deliberate instigation or with the full knowledge and/or assistance of such **Insured Person**.

#### 2.9 **Bail Bond Costs, Crisis Costs, Public Relations Expenses & Reputation Protection Expenses**

This **Policy** covers, as **Loss**:

- (i) **Bail Bond Costs;**
- (ii) **Crisis Costs;**
- (iii) **Public Relations Expenses;** or
- (iv) **Reputation Protection Expenses.** 2.10 **Extradition Proceedings**

This **Policy** covers, as **Loss**:

- (i) **Defence Costs**;
- (ii) **Bail Bond Costs**;
- (iii) **Crisis Costs**;
- (iv) **Public Relations Expenses**;
- (v) **Reputation Protection Expenses**; or
- (vi) **Overseas Travelling Costs**;

in relation to an **Extradition Proceeding**.

#### 2.11 **Prosecution Costs**

This **Policy** covers, as **Loss**, **Prosecution Costs** arising from a **Claimor Investigation**.

#### 2.12 **Civil Fines and Civil Penalties**

This **Policy** covers, as **Loss**, civil fines and civil penalties, (including administrative fines and administrative penalties) imposed by law against an **Insured Person** as a result of a **Claimor Investigation**, where permissible and insurable under the applicable laws.

#### 2.13 **Occupational Health & Safety and Negligent Homicide in Performance of Duties**

Notwithstanding Exclusion 4.6, this **Policy** covers, as **Loss**, all **Defence Costs** and **Legal Representation Expenses** of an **Insured Person** arising from any **Claimor Investigation** alleging commitment of **Negligent Homicide in Performance of Duties** or a breach of the Occupational Safety and Health Act of the Republic of China or any similar legislation in any **Foreign Jurisdiction**.

#### 2.14 **Deprivation of Assets**

This **Policy** covers, as **Loss**, **Deprivation of Assets Expenses** arising from a **Claim** or **Investigation**.

The sub-limit of liability under this Extension shall not exceed US\$100,000 per **Insured Person**. The **Insurer's** maximum aggregate liability for cover under this Extension shall not exceed US\$500,000 irrespective of the number of claims under this **Policy**, the amount claimed or the number of **Insureds** who claim.

#### **Pre-Investigation Costs**

This **Policy** covers, as **Loss**, the reasonable and necessary fees, costs and expenses of an **Insured Person** (but not including any remuneration, cost of their time or costs or overheads of any **Company**) incurred, with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld or delayed, directly with respect to:

- (i) any **Pre-Investigation**; and
- (ii) preparing any written notice or reports to any official body in connection with any **Pre-Investigation**.

The sub-limit of liability for all payments under this Extension is specified in Item 15 of the Schedule. This sub-limit is part of and not in addition to the **Limit of Liability**.

#### 2.16 **Foreign Liberalisation**

With respect to **Claims** or **Investigations** solely in a **Foreign Jurisdiction**, the **Insurer** shall apply to such **Claimor Investigation** those terms and conditions of the **Foreign Policy** in such **Foreign Jurisdiction** that are more favourable to the **Insured Person** than the terms and conditions of this **Policy**. However, this Extension shall only apply to the Insuring Agreements and Definitions of this **Policy** and will specifically not apply to any terms or conditions of this **Policy** in any way relating to limits of liability, sub limits, retentions, other insurance, non-renewal, conduct of proceedings, taxes, claims made and dispute resolution provisions, nor anything itemised in the Schedule nor any matter contained in an endorsement to this **Policy**.

#### 2.17 **Indemnity to the Company for Shareholder Costs**

This **Policy** is extended to provide cover, as **Loss**, to the **Company** in the event and to the extent it is legally liable pursuant to a court order, to indemnify the costs, charges and expenses incurred by a shareholder of the **Company** in pursuing a **Claim** against any **Insured Person** on behalf of the **Company**.

#### 2.18 **Derivative Investigation Hearing**

This **Policy** covers, as **Loss**, the **Derivative Investigation Costs** of the board of directors (or equivalent management body).

#### 2.19 **Interpretive Counsel - International Securities Laws**

The term **Defence Costs** expressly includes reasonable costs and expenses incurred by an **Insured Person** for counsel within their home jurisdiction to interpret and apply advice received from counsel in a **Foreign Jurisdiction** in response to any **Securities Claim** in such other jurisdiction.

#### 2.20 Environmental Violation

This **Policy** is extended to pay to or on behalf of an **Insured Person** all **Loss** resulting from an **Environmental Proceeding** up to the sub-limit in Item 14 of the Schedule, which shall apply in addition to, and not part of the **Limit of Liability**.

#### 2.21 Cyber Privacy and Confidentiality

This **Policy** is extended to pay to or on behalf of an **Insured Person** all **Loss** resulting from a **Claim** as a direct result of:

any invasion infringement or interference with any right to privacy or of publicity, including any disclosure of **Data** which amounts to a breach of the relevant legislation; or

(ii) any unauthorised disclosure or use of any **Confidential Information** in **Data** form or information in **Data** form which is subject to statutory restriction on its disclosure or use.

Such cover shall be subject to the sub-limit in Item 16 of the Schedule, which shall apply in addition to, and not part of the **Limit of Liability**.

#### 2.22 Mitigation of Loss

This **Policy** is extended to cover the **Insured** under Insuring Agreements 1.A and 1.B, as **Loss**, for any **Mitigation Loss**, provided that:

(i) the **Insured** demonstrates, to the reasonable satisfaction of the **Insurer**, that the incurring of such **Mitigation Loss** is reasonable and proportionate, and is reasonably likely to prevent or mitigate the potential **Claim**;

(ii) the circumstances resulting in the payment are reported in accordance with Condition 5.4 "Notification of Claims Investigations and Reporting Circumstances";

(iii) any action taken is taken with the prior written consent of the **Insurer** (not to be unreasonably withheld or delayed);

(iv) the liability of the **Insurer** for **Mitigation Loss** shall in no event exceed the amount of covered **Loss** it would have incurred if a **Claim** were to be pursued against the **Insured Person**; and

(v) the burden of proving that any **Claim** would be covered under this **Policy** shall rest with the **Insured**.

This Extension shall not apply to a potential **Claim** by the **Company** against any **Insured Person**. Such cover shall be subject to the sub-limit in Item 17 of the Schedule.

#### 2.23 Reinstatement of Limit if a Recovery

The amount of the depleted **Limit of Liability** following payment of **Loss** shall be reinstated to the extent of an amount equal to any sums recovered by the **Insurer** (net of the **Insurer's** reasonable expenses associated with such recovery).

#### 2.24 Continuous Cover

Notwithstanding Exclusion 4.2, coverage is provided under this **Policy** for a **Claimor Investigation**, provided always that:

(i) the **Claimor Investigation** could have been notified under a policy that:

(a) was in force at the time the **Insured** first became aware of the **Claimor Investigation**; and

(b) has an inception date that is not prior to the date shown in Item 5 of the Schedule;

(ii) the **Insured** has maintained, without interruption, a directors and officers liability policy with the **Insurer** from the date shown in Item 5 of the Schedule;

(iii) there has been no fraudulent non-disclosure or misrepresentation to the **Insurer** in respect of the **Claimor Investigation**;

(iv) cover under this Extension will be in accordance with the terms, conditions, Exclusions and limitations (including Insuring Agreement, Schedule, limit of liability and retention) of the policy in force at the time the **Insured** first becomes aware of the **Claimor Investigation** but only where such earlier policy affords no broader cover in respect of the **Claimor Investigation** than the provisions of this **Policy**; and

(v) the **Insured** agrees not to claim under more than one policy issued by the **Insurer**. 2.25 Advancement of Costs and Expenses

The **Insurer** will advance any **Defence Costs, Legal Representation Expenses, Bail Bond Costs, Deprivation**

of Assets Expenses, Overseas Travelling Costs, Prosecution Costs, Public Relations Expenses, Crisis Costs, Pre-Investigation Costs or Reputation Protection Expenses as provided under this Policy within 30 days of receipt of an invoice for same from the party approved by the Insurer prior to final disposition of any Claimor Investigation.

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#### Exclusions

The Insurer shall not be liable to make any payment for Loss under this Policy:

##### 4.1 Conduct

based on, arising from or attributable to:

(i) any criminal, dishonest or fraudulent act or omission of the Insured or an intentional breach of the law by the Insured; or

(ii) any personal profit or advantage gained by the Insured Person to which such Insured Person was not legally entitled except that this Exclusion shall not apply to that portion of any Loss based on, arising from or attributable to a Claim in which violations of Sections 11, 12 or 15(a) of the US Securities Act 1933, as amended, are alleged against such Insured;

provided that this Exclusion shall only apply if it is established through a Final Adjudication in the Claim or Investigation for which Loss is claimed, that the relevant conduct occurred.

##### 4.2 Pending or Prior Litigation

based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or investigations) involving the Company, an Outside Entity or an Insured Person and issued or otherwise begun before the date shown at Item 5 of the Schedule or alleging or derived from the same or substantially the same facts or circumstances alleged in such pending or prior litigation or proceedings.

##### 4.3 Notice Under Previous Policy

based on, arising from or attributable to any Wrongful Act or a series of related Wrongful Acts alleged in any Claim, circumstance or any Investigation of which notice has been given under and accepted under any policy existing or expired before or on the inception date of this Policy.

##### 4.4 Company versus Insured Person - USA

based on, arising from or attributable to any Claim brought or maintained by or on behalf of the Company or Outside Entity against an Insured Person in the United States of America or its territories, except:

(i) for contribution or indemnity if such Claim directly results from another Claim that would otherwise be covered under this Policy;

(ii) any Derivative Proceeding brought or maintained on behalf of the Company or Outside Entity without the solicitation or participation of an Insured Person, Company or Outside Entity unless legally compelled to do so;

(iii) brought or maintained by a liquidator, receiver or administrative receiver, or similar person under the laws of any other jurisdiction;

(iv) Defence Costs; or

(v) alleging an Employment Related Wrongful Act.

#### E146 Sister Company Endorsement (Amend Definition of Subsidiary Company)

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The Definition of Subsidiary is hereby deleted in its entirety and replaced by the following:

Subsidiary means any 1) Sister Company or 2) any entity that the company shown in Item 1 of the Schedule directly or indirectly:

a) controls a majority of the voting rights; or

b) controls the right to appoint or remove a majority of its board of Directors; or

c) holds more than half of the issued share capital.

Subsidiary also means any joint venture or entity over which the company in Item 1 of the Schedule directly or indirectly exercises effective management control.

The term Sister Company means:

1. any entity in which the Parent Company controls a majority of the voting rights; or

2. any entity in which the Parent Company controls the right to appoint or remove a majority of its board of Directors; or

3. any entity in which the Parent Company holds more than half of the issued share capital; or

4. any joint venture or entity over which the Parent Company directly or indirectly exercises effective

management control,

but only if such entity is domiciled in the Country of Incorporation of the company shown in Item 1 of the Schedule. The term Parent Company shall mean [Insert Company Name].

In all other respects this Policy remains unaltered.

#### **E146 Sister Company Endorsement (Amend Definition of Subsidiary Company)**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

Insuring Agreement 1.C is hereby deleted and is of no further effect.

The words "Securities Claim" is deleted wherever they appear in the Policy.

In all other respects this Policy remains unaltered.

#### **E114 Critical Occurrence Extension (Limit in addition)**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

1. The Policy is extended to pay on behalf of the Company all Critical Occurrence Loss incurred by the Company arising from a Critical Occurrence which first commences during the Policy Period.

2. For the purposes of this Extension only, the following definitions shall apply:

Critical Occurrence means:

A. any hostile or unsolicited takeover bid or offer by any person or entity other than by or on behalf of any Insured and/or the Company, whether made publicly or privately to any Director or Officer or Employee of the Company, to effect a consolidation or merger with, a takeover by or a sale by the Company of all or substantially all of its assets to, any other entity, person or group of entities or persons;

B. any of the following events which, in the reasonable opinion of the Chief Financial Officer of the Company, caused or was reasonably likely to cause a Material Alteration in the Company's Share Price:

(i) the public announcement that the Company has defaulted or intends to default on its debts;

(ii) the public announcement that the Company has engaged or intends to engage in a restructuring of its debts;

(iii) the public announcement that the Company has deferred payment of or has resolved not to pay, or intends to defer the payment of or to resolve not to pay, a scheduled dividend;

(iv) the public announcement of employee redundancies or the permanent reduction of staff;

(v) the public announcement of the death, resignation, termination or dismissal of one or more of the senior management of the Company;

(vi) the public announcement that either the Company or a third party has applied or intends to apply for the winding up of the Company;

(vii) the public announcement that litigation, or regulatory or governmental proceedings, against the Company have been commenced or threatened;

(viii) the public announcement of the loss of:

a. a major client or customer of the Company;

b. a major contract to which the Company was a party;

c. the rights which the Company has to any trade mark, copyright or patent; which the Company had not anticipated;

(ix) the public announcement that the Company has or is alleged to have caused bodily injury, sickness, disease, death or emotional distress to persons, or damage to or destruction of tangible property, including loss of use of such property, which has resulted in or has the potential to result in the commencement of a class or representative action against the Company;

(x) the public announcement of the Company's actual or projected income or turnover for a particular period which is materially less favourable than either:

a. the Company's income or turnover for the corresponding period in the previous year;

b. the Company's previous public announcements or projections regarding income or turnover for such period;

c. any estimate of the Company's income or turnover published by any stockbroker, fund manager, investment adviser or other securities analyst who is not employed, engaged or retained by the Company;

(xi) the public announcement of the recall of a major product of the Company or the delay in the production of a major product of the Company which the Company had not anticipated;

(xii) the public announcement of a revision of the Company's financial statements as previously filed with the appropriate authority; or

(xiii) the public announcement that the Company has written off or intends to write off 20% or more its assets.

Critical Occurrence shall not include:

A. any litigation or other proceedings begun before the inception date of this Policy;

- B. any fact, circumstance, act, omission, Claim or Investigation of which notice has been given under any policy existing or expired before or on the inception date of this Policy;
- C. any fact, circumstance, act or omission which may give rise to a Claim or Investigation and of which the Insured are aware prior to the inception of this Policy; or
- D. any injury, damage, expense, cost, loss, liability or legal obligation in any way related to Pollution however caused including shareholder or derivative Claims arising from or attributable to such Pollution.

Critical Occurrence Loss means any amounts reasonably and necessarily incurred during the period of a Critical Occurrence or in anticipation of and within 90 days prior to a Critical Occurrence first commencing, and irrespective of whether or not a Claim is ever made against any Insured or the Company arising from a Critical Occurrence and in circumstances where a Claim is made, irrespective of whether the amount is incurred prior to or subsequent to any Claim being made, with respect to:

- A. the fees and expenses of a Critical Occurrence Manager in providing Critical Occurrence Manager's Assistance for the Company in connection with a Critical Occurrence;
- B. travel by any Insured or agents of the Company in connection with a Critical Occurrence;
- C. advertising, printing or postage in connection with a Critical Occurrence;

Critical Occurrence Manager means any crisis manager, public relations consultant, lawyer, accountant, stockbroker, investment adviser or other person or entity retained by the Company in connection with a Critical Occurrence to provide Critical Occurrence Managers' Assistance;

Critical Occurrence Managers' Assistance means all advice or services provided to the Company by a Critical Occurrence Manager for the purpose of avoiding or reducing any actual or potential adverse effect or result for the Company arising from a Critical Occurrence;

Material Alteration in the Company's Share Price means a fall in the Company's share price within any 48 hour period by at least 10% net of the change in the share index in any country in which the Company's shares are listed

3. For the purposes of this Extension only, Exclusions 4.6 of this Policy is deleted.

4. For the purposes of this Extension only, the following conditions apply:

- (1) The Insurer's maximum aggregate limit of liability for all Critical Occurrence Loss arising from a Critical Occurrence covered by this Extension is expressly subject to a sub-limit of [USD/NTD] ("the Critical Occurrence Limit of Liability"), which is in addition to the total aggregate Limit of Liability shown in Item 3 of the Schedule.
- (2) The Company shall not be required to pay any retention for any Critical Occurrence Loss covered by this Extension.
- (3) The Company shall not be required to obtain the prior written approval of the Insurer before incurring any Critical Occurrence Loss.
- (4) The Company shall give written notice to the Insurer within 30 days of a Critical Occurrence first commencing.
- (5) A Critical Occurrence shall first commence when any Director or Officer or Employee of the Company shall first become aware of the Critical Occurrence, and shall end when the Critical Occurrence Limit of Liability has been exhausted or when the Critical Occurrence Manager so advises, whichever is the first to occur.

In all other respects this Policy remains unaltered.

### **E040 Payments and Gratuities Exclusion**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The Insurer shall not be liable to make any payment for Loss under the Policy based on, arising from or attributable to:

- (i) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign officials, agents, representatives, employees, or any members of their family or any entity with which they are affiliated;
- (ii) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any officers, directors, agents, owners, partners, representatives, principal shareholders or employees of any customers or potential customers of the Company or any members of their family or any entity with which they are affiliated, or any Insured or
- (iii) political contributions, whether domestic or foreign.

In all other respects this Policy remains unaltered.

### **E002 Percentage Shareholder Exclusion with non-solicitation language**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The Insurer shall not be liable to make any payment for Loss under the Policy based on, arising from or attributable to any Claim brought by or on behalf of any person who owns or controls [%] or more of the issued share capital of the company shown in Item 1 of the Schedule or any Subsidiary.

Provided, however, that this Exclusion shall not apply to any Claim which is brought by a shareholder described above if such Claim is instigated and continued totally independently of and totally without the solicitation, assistance, active participation or intervention of any Insured Person or the Company.

In all other respects this Policy remains unaltered.

### **E157 Retention Waiver Clause**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The retention shall not apply to any Defense Costs or Legal Representation Expenses, if a Final Adjudication of no liability is obtained in favor of all Insured or a dismissal of or a stipulation to dismiss the Claim without prejudice and without payment of any consideration by any Insured.

In all other respects this Policy remains unaltered.

### **E001 Waiver of Subrogation Clause**

In consideration of the premium charged, it is agreed that in case of loss recoverable under this insurance, **[insert the Company or we]** shall waive **[its or our]** right of recovery, through subrogation or otherwise, against **[insert Named of Person or Organization]** and to the extent permitted by law, as their respective interests may appear.

In all other respects this policy remains unaltered.

### **E006A Bankruptcy / Insolvency / Creditors Exclusion**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is hereby understood and agreed that the **Insurer** shall not be liable to make any payment under the **Policy** in connection with any **Claim** or **Investigation** based on, arising from or attributable to:

- (i) the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise) of the **Company**; or
- (ii) any **Wrongful Act(s)** which have led to or caused, directly or indirectly, wholly or in part the bankruptcy, insolvency, liquidation, receivership or administration (voluntary or otherwise) of the **Company**; or
- (iii) or brought by the creditor, receiver, liquidator, the trustee in bankruptcy or other external administrator of the **Company** or **Outside Entity** or **Non-for-Profit Entity**.

In all other respects this **Policy** remains unaltered.

### **E006A 破產失去清償能力債權人除外不保附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就任何基於、肇因於或可歸因於以下事由之賠償請求或調查的損失，本公司不負賠償責任。

- (i) 被保險公司破產、失去清償能力、清算、被接收或被接管（無論自願性或非自願性）；或
- (ii) 任何錯誤行為直接或間接，導致或造成被保險公司一部或全部之破產、失去清償能力、清算、被接收或被接管（無論自願性或非自願性）；或
- (iii) 由被保險公司或外部組織或非營利組織之債權人、接管人、清算人、破產管理人或其他外部監管人所提出。

本附加條款未約定事項悉依本保險單約定辦理。



**Chubb Elite V Directors & Officers Liability Insurance Policy**  
**E134A Entity Cover for Employment Related Wrongful Acts (Worldwide)**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

For the purposes of this Extension only, the following provisions are amended and/or added to the **Policy**:

**1. Insuring Agreement**

1. E The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made during the **Policy Period** or **Discovery Period** (if applicable) against the **Company** alleging an **Employment Related Wrongful Act**.

**3. Definitions**

3.24 **Insured** shall also include the **Company** but only for **Claim** against the **Company** alleging an **Employment Related Wrongful Act**.

3.31 **Loss** means:

- (i) any damages, judgments and settlements for which an **Insured** is legally liable in respect of a **Claim**;
- (ii) **Defence Costs**; or
- (iii) aggravated, punitive and exemplary damages imposed on the **Company** where insurable by law, except in relation to **Employment Related Wrongful Acts** (provided that this exception shall not extend to a **Claim** for defamation, even if such **Claim** involves an **Employment Related Wrongful Act**).

**Loss** does not include:

- (q) fines or penalties imposed by law, or any matter deemed uninsurable under the law;
- (r) taxes or sums payable in relation to taxes;
- (s) the multiplied portion of any damages award;
- (t) **Benefits**;
- (u) front pay or future salary or wages including commissions;
- (v) any form of non-monetary or injunctive relief including but not limited to the costs of making or refusing to make accommodations or modifications for any disabled person in respect of working practices, premises, property or otherwise, and the costs incurred in holding or refusing to hold any employment related educational programmes;
- (w) amounts which represent the cost of complying with or refusing to comply with any judgment or order for the reinstatement or re-engagement of a **Worker** except, in the event of the **Company** being ordered to reinstate or re-engage a **Worker**, **Loss** shall include the cost of paying wages (but not **Benefits**) to said **Worker** for the period from the date of the purported dismissal or termination to the date on which the court or tribunal of first instance delivered its judgment to the parties; or
- (x) amounts which represent any amount the **Insured** would have been liable for in the absence of a **Employment Related Wrongful Act** including but not limited to severance payments or redundancy entitlements, statutory entitlements (including paid or unpaid leave entitlements), payments in respect of notice periods, payments owing under any statutory or legal provisions or minimum wage or any equivalent wage provisions, payments owing under a written contract of employment or payments owing under any other express written obligations.

3.57 **Benefits** means perquisites, fringe benefits, health benefits, permanent health insurance benefits, amounts due or payments made in connection with an employee or worker benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, incentives or deferred compensation and any other obligation or payment other than basic remuneration made to or for the benefit of a **Worker** or a director or officer.

3.58 **Worker** means any individual who is contracted to provide services to the **Company** in a personal capacity (including, for the avoidance of doubt, as trainee, casual, part-time, seasonal, temporary, voluntary or work experience personnel) other than as a director, officer, **Self Employed Contractor**, **Agency Worker** or **Seconded**.

3.59 **Self Employed Contractor** means any individual who provides services to the **Company** by way of a contract for services or any individual who provides services to the **Company** so that the **Company** is the client or customer of any profession or business undertaking carried on by the individual.

3.60 **Agency Worker** means any individual who provides services to the **Company** through the agency of a third party acting as agent or principal, whether or not that person also has a direct contractual relationship with the **Company**.

3.61 **Seconded** means an individual who has been seconded to the **Company** by a third party.

**4. Exclusions**

4.2 based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the **Company** an **Outside Entity** or an **Insured Person** and issued or otherwise begun before the date shown at **Conditions 5**(iii) below or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending

or prior litigation or proceedings;

4.8 based on, arising from or attributable to any liability assumed by the **Company** under an express employment contract or agreement unless the **Company** would have had such liability even in the absence of such contract or agreement;

4.9 based on, arising from or attributable to any legal obligation pursuant to any disability benefits, unemployment benefits or compensation, national insurance system, retirement benefits, social security benefits and health and safety laws or any similar laws, common or statutory, in any other jurisdiction, provided however this Exclusion shall not apply to any **Claim** for **Retaliation**;

4.10 based on, arising from or attributable to collective bargaining, collective agreements and trade union membership including, for the avoidance of doubt, where such **Claims** arise from contractual terms expressly or impliedly incorporated by collective agreement, provided, however, that this Exclusion shall not apply to any **Claim** for **Retaliation**.

4.11 based on, arising from or attributable for any actual or alleged violation of the responsibilities, obligations or duties imposed by any law in the United States of America and any territory under its jurisdiction by the Employee Retirement Income Securities Act of 1974 (except Section 510), the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, rules or regulations promulgated thereunder and amendments to any such laws. However, this Exclusion shall not apply to any **Claim** for **Retaliation**.

## 5. Conditions

(i) The total aggregate limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** against the **Company** alleging an **Employment Related Wrongful Act** under this Extension shall be [USD/NTD], which forms part of the total aggregate **Limit of Liability** shown in Item 3 of the **Schedule**.

(ii) The **Insurer** shall only pay for that amount of any **Loss** in respect of cover provided by this Extension which exceeds the Retention applicable to each and every **Claim**:

(c) falling under the jurisdiction of the courts in the United States of America or settled by compromise in the United States of America: [USD/NTD],

(d) falling anywhere in the world other than in the United States of America: [USD/NTD].

(iii) The following section is hereby added to Item 5 of the **Schedule**:

**Pending or Prior Litigation Date:** [dd/mm/yyyy] for Entity **Employment Related Wrongful Act**  
In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy E212 Intellectual Property Exclusion – With Carve-back For Shareholder Actions

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Exclusion 4.10 is hereby deleted in its entirety and replaced by the following:

4.10 based on, arising from or attributable to any actual or alleged plagiarism or infringement of any intellectual property right, including but not limited to plagiarism, copyright, trademark, trade secret, registered design or patent.

Provided that this exclusion shall not apply to **Loss** for any **Claim** against the **Insured Person** made by or on behalf of a shareholder of the **Company** solely based on or arising from any allegation of such **Insured Person's** failure to perform supervision or management duty.

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy E213 Product Exclusion – With Carve-back For Shareholder Actions

By way of endorsement to the policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Exclusion 4.9 is hereby deleted in its entirety and replaced by the following:

4.9 based on, arising from or attributable to the failure or effect of any product.

Provided that this exclusion shall not apply to **Loss** for any **Claim** against the **Insured Person** made by or on behalf of a shareholder of the **Company** solely based on or arising from any allegation of such **Insured Person's** failure to perform supervision or management.

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy E155 Amendment of Continuous Cover Extension

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

Extension 2.25 Continuous Cover is hereby deleted in its entirety and replaced by the following:

#### 2.25 Continuous Cover

Notwithstanding Exclusion 4.2, coverage is provided under this Policy for Claim or Investigation, provided always that:

- (i) the Claim or Investigation could have been notified under a policy that:
  - (a) was in force at the time the Insured first became aware of the Claim or Investigation; and
  - (b) has an inception date that is not prior to the date shown in Item 5 of the Schedule;
- (ii) the Insured has maintained, without interruption, a directors and officers liability policy with the Insurer or another insurer from the date shown in Item 5 of the Schedule;
- (iii) there has been no fraudulent non-disclosure or misrepresentation to the Insurer in respect of the Claim or Investigation;
- (iv) cover under this Extension will be in accordance with the terms, conditions, Exclusions and limitations (including Insuring Agreement, Schedule, limit of liability and retention) of this Policy, but only where this Policy affords no broader cover in respect of the Claim or Investigation than the provisions of the policy in force at the time the Insured first became aware of the Claim or Investigation; and the limit of liability available under this Policy shall be eroded by payments for the Claim or Investigation covered under this Extension; and
- (v) the Insurer's obligations are limited solely to the extent of the stated proportion of this Policy; and
- (vi) the Insured agrees not to claim under more than one policy issued by the Insurer.

In all other respects this Policy remains unaltered.

#### **E016 Broadcasters or Publishers Exclusion**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The **Insurer** shall not be liable to make any payment for **Loss** under this **Policy** based on, arising from or attributable to any actual or alleged libel, slander, plagiarism, privacy, copyright, or infringement of rights pertaining to privacy or copyright, by reason of any matter broadcast or published by or on behalf of the **Insured**.

In all other respects this **Policy** remains unaltered.

#### **E089B Tie In Limits Endorsement**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The combined total aggregate limit of liability that the Insurer shall be liable to pay for all Loss arising out of all Claims and/or Investigation made against all Insureds under all insurance covers combined involving both this Policy and also policy number [insert the policy no.] shall be [insert the policy limit].

This endorsement shall not be construed so as to increase the Limit of Liability shown in Item 3 of the Schedule.

In all other respects this Policy remains unaltered.

#### **E038 Co-Insurer Clause**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

Any reference to the Insurer shall be deemed to refer to the following Insurers, but in relation to each only to the extent of their proportion of total liability stated below. Each Insurer's obligations are several and not joint and limited solely to the extent of the stated proportion. No Insurer is responsible for the proportion of any other Insurer who for any reason does not satisfy all or any part of its obligations. The Leading Insurer (being the first Insurer identified below) has been duly authorised by such Insurers to sign this Policy on their behalf.

#### **E025 Company Deemed To Be A Subsidiary**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

[insert company name] is deemed to be a Subsidiary of the company shown in Item 1 of the Schedule with effect from [insert date].

In all other respects this Policy remains unaltered.

#### **Chubb Elite V Directors & Officers Liability Insurance Policy E156 Defence Costs for Criminal Proceeding with Sub-limit Amended**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The Insurer's total aggregate limit of liability for Defence Costs of any criminal prosecution or proceeding is expressly subject to a sub-limit of US\$[insert amount], which forms part of the total aggregate Limit of Liability shown in Item 3 of the Schedule.

However, this Clause shall not apply:

- (a) in the event that the Company fails to advance or indemnify where such failure is due solely to the insolvency of the Company; or
- (b) in the event that the ruling not to prosecute the Insured Person is final or the not guilty judgement is final.

The Company and the Insured Person shall, on an ongoing basis, give the Insurer information and co-operation as may reasonably require.

In all other respects this Policy remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy E134 Entity Cover for Employment Related Wrongful Acts (Worldwide)**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

For the purposes of this Extension only, the following provisions are amended and/or added to the Policy:

1. Insuring Agreement

1. E The Insurer will pay on behalf of the Company all Loss resulting from a Claim first made during the Policy Period against the Company alleging an Employment Related Wrongful Act.

3. Definitions

3.24 Insured shall also include the Company but only for Claim against the Company alleging an Employment Related Wrongful Act.

3.31 Loss means:

- (i) any damages, judgments and settlements for which an Insured is legally liable in respect of a Claim;
- (ii) Defence Costs; or
- (iii) aggravated, punitive and exemplary damages imposed on the Company where insurable by law, except in relation to Employment Related Wrongful Acts (provided that this exception shall not extend to a Claim for defamation, even if such Claim involves an Employment Related Wrongful Act).

Loss does not include:

- (a) fines or penalties imposed by law, or any matter deemed uninsurable under the law;
- (b) taxes or sums payable in relation to taxes;
- (c) the multiplied portion of any damages award;
- (d) Benefits;
- (e) front pay or future salary or wages including commissions;
- (f) any form of non-monetary or injunctive relief including but not limited to the costs of making or refusing to make accommodations or modifications for any disabled person in respect of working practices, premises, property or otherwise, and the costs incurred in holding or refusing to hold any employment related educational programmes;
- (g) amounts which represent the cost of complying with or refusing to comply with any judgment or order for the reinstatement or re-engagement of a Worker except, in the event of the Company being ordered to reinstate or re-engage a Worker, Loss shall include the cost of paying wages (but not Benefits) to said Worker for the period from the date of the purported dismissal or termination to the date on which the court or tribunal of first instance delivered its judgment to the parties; or
- (h) amounts which represent any amount the Insured would have been liable for in the absence of a Employment Related Wrongful Act including but not limited to severance payments or redundancy entitlements, statutory entitlements (including paid or unpaid leave entitlements), payments in respect of notice periods, payments owing under any statutory or legal provisions on minimum wage or any equivalent wage provisions, payments owing under a written contract of employment or payments owing under any other express written obligations.

3.57 Benefits means perquisites, fringe benefits, health benefits, permanent health insurance benefits, amounts due or payments made in connection with an employee or worker benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, incentives or deferred compensation and any other obligation or payment other than basic remuneration made to or for the benefit of a Worker or a director or officer.

3.58 Worker means any individual who is contracted to provide services to the Company in a personal capacity (including, for the avoidance of doubt, as trainee, casual, part-time, seasonal, temporary, voluntary or work experience personnel) other than as a director, officer (hired or worked in the US), Self Employed Contractor, Agency Worker or Seconded.

3.59 Self Employed Contractor means any individual who provides services to the Company by way of a contract for services or any individual who provides services to the Company so that the Company is the client or customer of any profession or business undertaking carried on by the individual.

3.60 Agency Worker means any individual who provides services to the Company through the agency of a third party acting as agent or principal, whether or not that person also has a direct contractual relationship with the Company.

3.61 Seconded means an individual who has been seconded to the Company by a third party.

#### 4. Exclusions

4.2 based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the Company, an Outside Entity or an Insured Person and issued or otherwise begun before the date shown at Conditions 5(iii) below or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings;

4.8 based on, arising from or attributable to any liability assumed by the Company under an express employment contract or agreement unless the Company would have had such liability even in the absence of such contract or agreement;

4.9 based on, arising from or attributable to any legal obligation pursuant to any disability benefits, unemployment benefits or compensation, national insurance system, retirement benefits, social security benefits and health and safety laws or any similar laws, common or statutory, in any other jurisdiction, provided however this Exclusion shall not apply to any Claim for Retaliation;

4.10 based on, arising from or attributable to collective bargaining, collective agreements and trade union membership including, for the avoidance of doubt, where such Claims arise from contractual terms expressly or impliedly incorporated by collective agreement, provided, however, that this Exclusion shall not apply to any Claim for Retaliation.

#### 5. Conditions

(i) The total aggregate limit of the Insurer's liability for all Loss arising out of all Claims against the Company alleging an Employment Related Wrongful Act under this Extension shall be [HKD/USD], which forms part of the total aggregate Limit of Liability shown in Item 3 of the Schedule.

(ii) The Insurer shall only pay for that amount of any Loss in respect of cover provided by this Extension which exceeds the Retention applicable to each and every Claim:

(a) falling under the jurisdiction of the courts in the United States of America or settled by compromise in the United States of America: [HKD/USD],

(b) falling anywhere in the world other than in the United States of America: [HKD/USD].

(iii) The following section is hereby added to Item 5 of the Schedule:

Pending or Prior Litigation Date: [dd/mm/yyyy] for Entity Employment Related Wrongful Act

In all other respects this Policy remains unaltered.

### **E023 Specific Entity Exclusion – Claims Brought By And Against**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The Insurer shall not be liable to make any payment for Loss in connection with any Claim or Investigation made against [insert company name] and its subsidiaries or any director or officer or employee of such entity in their respective capacities as such.

Further, the Insurer shall not be liable to make any payment for Loss in connection with any Claim which is brought directly or indirectly by or on behalf of [insert company name] and its subsidiaries or any director or officer or employee of such entity.

In all other respects this Policy remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy E020 Specific Matters Exclusion**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The Insurer shall not be liable to make any payment for Loss under the Policy based on, arising from or attributable to any Claim or Investigation in connection with [...].

In all other respects this Policy remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy E027 Prior Acts Cover for Acquired Subsidiaries**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

[In consideration of the payment of an additional premium of [insert additional premium],]Notwithstanding Definition 3.54 Subsidiary and Extension 2.3 Subsidiaries, the cover provided by this Policy shall extend to include Claims for Wrongful Acts or conduct by the directors, officers or employees of [SUBSIDIARY NAME] occurring at any time when such entity was not a Subsidiary.

Provided that Insured must disclose all facts and matters inquired by Insurer and ensure the information given are complete, accurate and not misleading.

In all other respects this Policy remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy for Financial Institution E134 Entity Cover for Employment Related Wrongful Acts (Worldwide)**

By way of endorsement to the Policy, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

For the purposes of this Extension only, the following provisions are amended and/or added to the Policy:

#### 1. Insuring Agreement

1. E The Insurer will pay on behalf of the Company all Loss resulting from a Claim first made during the Policy Period against the Company alleging an Employment Related Wrongful Act.

#### 3. Definitions

3.24 Insured shall also include the Company but only for Claim against the Company alleging an Employment Related Wrongful Act.

#### 3.31 Loss means:

- (i) any damages, judgments and settlements for which an Insured is legally liable in respect of a Claim;
- (ii) Defence Costs; or
- (iii) aggravated, punitive and exemplary damages imposed on the Company where insurable by law, except in relation to Employment Related Wrongful Acts (provided that this exception shall not extend to a Claim for defamation, even if such Claim involves an Employment Related Wrongful Act).

Loss does not include:

- (a) fines or penalties imposed by law, or any matter deemed uninsurable under the law;
- (b) taxes or sums payable in relation to taxes;
- (c) the multiplied portion of any damages award;
- (d) Benefits;
- (e) front pay or future salary or wages including commissions;

(f) any form of non-monetary or injunctive relief including but not limited to the costs of making or refusing to make accommodations or modifications for any disabled person in respect of working practices, premises, property or otherwise, and the costs incurred in holding or refusing to hold any employment related educational programmes

(g) amounts which represent the cost of complying with or refusing to comply with any judgment or order for the reinstatement or re-engagement of a Worker except, in the event of the Company being ordered to reinstate or re-engage a Worker, Loss shall include the cost of paying wages (but not Benefits) to said Worker for the period from the date of the purported dismissal or termination to the date on which the court or tribunal of first instance delivered its judgment to the parties; or

(h) amounts which represent any amount the Insured would have been liable for in the absence of a Employment Related Wrongful Act including but not limited to severance payments or redundancy entitlements, statutory entitlements (including paid or unpaid leave entitlements), payments in respect of notice periods, payments owing under any statutory or legal provisions on minimum wage or any equivalent wage provisions, payments owing under a written contract of employment or payments owing under any other express written obligations.

3.58 Benefits means perquisites, fringe benefits, health benefits, permanent health insurance benefits, amounts due or payments made in connection with an employee or worker benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, incentives or deferred compensation and any other obligation or payment other than basic remuneration made to or for the benefit of a Worker or a director or officer.

3.59 Worker means any individual who is contracted to provide services to the Company in a personal capacity (including, for the avoidance of doubt, as trainee, casual, part-time, seasonal, temporary, voluntary or work experience personnel) other than as a director, officer (hired or worked in the US), Self Employed Contractor, Agency Worker or Seconded.

3.60 Self Employed Contractor means any individual who provides services to the Company by way of a contract for services or any individual who provides services to the Company so that the Company is the client or customer of any profession or business undertaking carried on by the individual.

3.61 Agency Worker means any individual who provides services to the Company through the agency of a third party acting as agent or principal, whether or not that person also has a direct contractual relationship with the Company.

3.62 Seconded means an individual who has been seconded to the Company by a third party.

#### 4. Exclusions

4.2 based on, arising from or attributable to any pending or prior litigation or other proceedings (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the Company, an Outside Entity or an Insured Person and issued or otherwise begun before the date shown at Conditions 5(iii) below or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings;

4.8 based on, arising from or attributable to any liability assumed by the Company under an express employment contract or agreement unless the Company would have had such liability even in the absence of such contract or agreement;

4.9 based on, arising from or attributable to any legal obligation pursuant to any disability benefits, unemployment benefits or compensation, national insurance system, retirement benefits, social security benefits and health and safety laws or any similar laws, common or statutory, in any other jurisdiction, provided however this Exclusion shall not apply to any Claim for Retaliation;

4.10 based on, arising from or attributable to collective bargaining, collective agreements and trade union membership including, for the avoidance of doubt, where such Claims arise from contractual terms expressly or impliedly incorporated by collective agreement, provided, however, that this Exclusion shall not apply to any Claim for Retaliation.

#### 5. Conditions

(i) The total aggregate limit of the Insurer's liability for all Loss arising out of all Claims against the Company alleging an Employment Related Wrongful Act under this Extension shall be [HKD/USD], which forms part of the total aggregate Limit of Liability shown in Item 3 of the Schedule.

(ii) The Insurer shall only pay for that amount of any Loss in respect of cover provided by this Extension which exceeds the Retention applicable to each and every Claim:

(a) falling under the jurisdiction of the courts in the United States of America or settled by compromise in the United States of America: [HKD/USD],

(b) falling anywhere in the world other than in the United States of America: [HKD/USD].

(iii) The following section is hereby added to Item 5 of the Schedule:

Pending or Prior Litigation Date: [dd/mm/yyyy] for Entity Employment Related Wrongful Act

In all other respects this Policy remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy for Financial Institution E134A Entity Cover for Employment Related Wrongful Acts (Worldwide)

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

For the purposes of this Extension only, the following provisions are amended and/or added to the Policy:

#### 1. Insuring Agreement

1. E The **Insurer** will pay on behalf of the **Company** all **Loss** resulting from a **Claim** first made during the **Policy Period** against the **Company** alleging an **Employment Related Wrongful Act**.

#### 3. Definitions

3.24 **Insured** shall also include the **Company** but only for **Claim** against the **Company** alleging an **Employment Related Wrongful Act**.

3.31 **Loss** means:

- (i) any damages, judgments and settlements for which an **Insured** is legally liable in respect of a **Claim**;
- (ii) **Defence Costs**; or
- (iii) aggravated, punitive and exemplary damages imposed on the **Company** where insurable by law except in relation to **Employment Related Wrongful Acts** (provided that this exception shall not extend to a **Claim** for defamation, even if such **Claim** involves an **Employment Related Wrongful Act**).

**Loss** does not include:

- (a) fines or penalties imposed by law, or any matter deemed uninsurable under the law;
- (b) taxes or sums payable in relation to taxes;
- (c) the multiplied portion of any damages award;
- (d) **Benefits**;
- (e) front pay or future salary or wages including commissions;
- (f) any form of non-monetary or injunctive relief including but not limited to the costs of making or refusing to make accommodations or modifications for any disabled person in respect of working practices, premises, property or otherwise, and the costs incurred in holding or refusing to hold any employment related educational programmes;
- (g) amounts which represent the cost of complying with or refusing to comply with any judgment or order for the reinstatement or re-engagement of a **Worker** except, in the event of the **Company** being ordered to reinstate or re-engage a **Worker**, **Loss** shall include the cost of paying wages (but not **Benefits**) to said **Worker** for the period from the date of the purported dismissal or termination to the date on which the court or tribunal of first instance delivered its judgment to the parties; or
- (h) amounts which represent any amount the **Insured** would have been liable for in the absence of a **Employment Related Wrongful Act** including but not limited to severance payments or redundancy entitlements, statutory entitlements (including paid or unpaid leave entitlements) payments in respect of notice periods, payments owing under any statutory or legal provisions or minimum wage or any equivalent wage provisions, payments owing under a written contract of employment or payments owing under any other express written obligations.

3.58 **Benefits** means perquisites, fringe benefits, health benefits, permanent health insurance benefits amounts due or payments made in connection with an employee or worker benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock incentives or deferred compensation and any other obligation or payment other than basic remuneration made to or for the benefit of a **Worker** or a director or officer.

3.59 **Worker** means any individual who is contracted to provide services to the **Company** in a personal capacity (including, for the avoidance of doubt, as trainee, casual, part-time, seasonal, temporary, voluntary or work experience personnel) other than as a director, officer (hired or worked in the US), **Self Employed Contractor**, **Agency Worker** or **Secundee**.

3.60 **Self Employed Contractor** means any individual who provides services to the **Company** by way of a contract for services or any individual who provides services to the **Company** so that the **Company** is the client or customer of any profession or business undertaking carried on by the individual.

3.61 **Agency Worker** means any individual who provides services to the **Company** through the agency of a third party acting as agent or principal, whether or not that person also has a direc



contractual relationship with the **Company**.

3.62 **Seconded** means an individual who has been seconded to the **Company** by a third party.

#### 4. Exclusions

- 4.2 based on, arising from or attributable to any pending or prior litigation or other proceeding (including but not limited to civil, criminal, regulatory and administrative proceedings or official investigations) involving the **Company**, an **Outside Entity** or an **Insured Person** and issued or otherwise begun before the date shown at **Conditions 5**(iii) below or alleging or derived from the same or substantially the same facts or circumstances alleged in the pending or prior litigation or proceedings;
- 4.8 based on, arising from or attributable to any liability assumed by the **Company** under an express employment contract or agreement unless the **Company** would have had such liability even in the absence of such contract or agreement;
- 4.9 based on, arising from or attributable to any legal obligation pursuant to any disability benefits, unemployment benefits or compensation, national insurance system, retirement benefits, social security benefits and health and safety laws or any similar laws, common or statutory, in any other jurisdiction, provided however this Exclusion shall not apply to any **Claim** for **Retaliation**;
- 4.10 based on, arising from or attributable to collective bargaining, collective agreements and trade union membership including, for the avoidance of doubt, where such **Claims** arise from contractual terms expressly or impliedly incorporated by collective agreement, provided, however that this Exclusion shall not apply to any **Claim** for **Retaliation**.
- 4.11 based on, arising from or attributable for any actual or alleged violation of the responsibilities, obligations or duties imposed by any law in the United States of America and any territory under its jurisdiction by the Employee Retirement Income Securities Act of 1974 (except Section 510), the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, rules or regulations promulgated thereunder and amendments to any such laws. However, this Exclusion shall not apply to any Claim for Retaliation.

#### 5. Conditions

- (i) The total aggregate limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** against the **Company** alleging an **Employment Related Wrongful Act** under this Extension shall be [HKD/USD], which forms part of the total aggregate **Limit of Liability** shown in Item 3 of the **Schedule**.
- (ii) The **Insurer** shall only pay for that amount of any **Loss** in respect of cover provided by this Extension which exceeds the Retention applicable to each and every **Claim**:
- (e) falling under the jurisdiction of the courts in the United States of America or settled by compromise in the United States of America: [HKD/USD],
- (f) falling anywhere in the world other than in the United States of America: [HKD/USD].

(iii) The following section is hereby added to Item 5 of the **Schedule**:

**Pending or Prior Litigation Date:** [dd/mm/yyyy] for Entity **Employment Related Wrongful Act**

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy E154 Global Insurance Program Endorsement

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Notwithstanding anything contained herein to the contrary:

#### Section A.

##### Insuring Agreement:

- A. Where a **Local Policy** is required by applicable law but prior to the incurring of a **Foreign Entity Loss** by a **Foreign Entity** or a **Subsidiary Director** such a policy had not in fact been issued; or
- B. Where a **Local Policy** had been issued but, for any reason, did not pay the **Foreign Entity Loss** ("**DIC cover**"); or
- C. Where a **Local Policy** had been issued but its **Limit of Liability** becomes exhausted by payments made in

part satisfaction of the **Foreign Entity Loss** ("DIL cover"):

1. The **Insurer** will
  - a. Where, to the extent not prohibited by an **Official Entity**, indemnify a **Subsidiary Director** of a **Foreign Entity**, a **Subsidiary Director Loss** by paying such **Loss** in a jurisdiction mutually acceptable to the **Subsidiary Director** and the **Insurer**;
  - b. indemnify the **First Named Insured** for an **Insured Loss** the value of which is conclusively agreed and shall be equal to:
    - i. where at the time of the **Foreign Entity Loss** the **Foreign Entity** is a **Subsidiary**, the **Foreign Entity Loss**;
    - ii. where at the time of the **Foreign Entity Loss** the **Ownership Interest** is a **Controlling Interest**, the **Foreign Entity Loss**; or
    - iii. subject to 2 below, where at the time of the **Foreign Entity Loss** the **Foreign Entity** is not a **Subsidiary** or the **Ownership Interest** is not a **Controlling Interest**, the **Ownership Interest** multiplied by the **Foreign Entity Loss**.
2. If, at the date of the loss the **Foreign Entity** is not a **Subsidiary** or the **First Named Insured** does not have an **Ownership Interest** or has an **Ownership Interest** which is not a **Controlling Interest** but the **First Named Insured** or an intervening subsidiary is responsible for lawfully reimbursing the **Foreign Entity** for the **Foreign Entity Loss** (an "Obligation"), the **Insurer** will indemnify the **First Named Insured** for the **Insured Loss**, the value of which is agreed and shall be deemed conclusively to be equal to the **Foreign Entity Loss** to the extent that the **First Named Insured** has an Obligation to pay.

In all other circumstances, the terms and conditions of this **Policy** will apply.

**Conditions applicable to Section A:**

1. The total aggregate liability of the **Insurer** for all **Loss**, irrespective of the number of claims or number of **Insureds** who claim under this **Policy** shall be the **Limit of Liability** in Item 3 of the Schedule.
2. Where a **Local Policy** has been issued, any payment made by any such **Local Policy** towards a **Foreign Entity Loss** shall be deducted from the calculation of **Loss** payable by virtue of this Endorsement.
3. The total amount of all payments made under this **Policy** and any **Local Policy(ies)** or any combination thereof shall not exceed the **Limit of Liability** in Item 3 of the Schedule.
4. In the event that the **Insurer** (on its own account or on behalf of an insurer of any **Local Policy**) has made, or becomes liable to make payments under this **Policy** and any **Local Policy(ies)** or any combination thereof that in the aggregate exceed the **Limit of Liability** in Item 3 of the Schedule, then the **First Named Insured** shall repay the **Insurer** all amounts paid, and indemnify the **Insurer** in respect of all liabilities to make payments, in excess of the **Limit of Liability**.
5. The **First Named Insured** shall pay the **Insurer** all amounts due by reason of paragraph 4 of this Endorsement no later than seven (7) days following receipt of notice by the **Insurer** that such amounts are due. The **First Named Insured** shall pay interest for the period that any amount remains unpaid at the rate of 2% above the one month LIBOR rate as at the date payment is made.
6. Where a **Local Policy** has been issued the amount of any applicable retention shall not exceed the retention in Item 4 of the Schedule.
7. If any provision in this Endorsement is held to be invalid or unenforceable in any relevant jurisdiction in any given situation it shall not as a consequence be invalid or unenforceable in any other jurisdiction or situation.
8. The **Insurer** will treat any **Foreign Entity Loss** in accordance with all of the terms and conditions of this **Policy** including, but not limited to, exclusions and other limitations in this **Policy**, as if the **Foreign Entity Loss** occurred to the **First Named Insured**.
9. Matters known to the **Foreign Entity** shall be deemed to be known to the **First Named Insured**.
10. The **First Named Insured** shall, when directed by the **Insurer**:
  - a. retain in its own name, but at the **Insurer's** expense, a loss adjusting expert ("loss adjuster"), authorized in the jurisdiction in which the **Foreign Entity Loss** occurred and approved by the **Insurer**, to adjust the **Foreign Entity Loss**;
  - b. where permitted by applicable law, grant the **Insurer** the full right to collaborate with such loss adjuster;
  - c. grant the **Insurer** full access to any records produced by such loss adjuster; and
  - d. obtain the right to control the investigation, adjustment, defence and settlement of a **Foreign Entity Loss**, including access to books, records, bills, invoices, vouchers and other information.
11. The **First Named Insured** shall use best endeavours to ensure that the **Foreign Entity** shall, to the extent permitted by the laws and/or regulations to which the **Foreign Entity** is subject, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies, or of obtaining relief, indemnity or settlement sums from other

parties in each case in priority to the insurer with whom the **Local Policy** is written. In the event any such recovery is subsequently received by the **Foreign Entity** in respect of which a payment or settlement is or has been made by the **Insurer** to the **First Named Insured** in relation to the **Foreign Entity Loss** the **First Named Insured** shall immediately pay to the **Insurer** a sum equivalent to such payment or settlement.

**Section B**

To the extent not prohibited by an **Official Entity**, it is the intention of the parties that with respect to any claim for coverage made or payable in a foreign jurisdiction under a **Local Policy**, the subsidiary or affiliate of the **Insurer** will look to apply the Terms and Conditions (and related provisions) of this **Policy** that are more favourable to the **Insureds** of such **Local Policy**. This paragraph shall not apply to any provision of this **Policy** that addresses **Limits of Liability** (primary, excess or sublimits), Retentions, Deductibles, non-renewal, duty to defend, **Defence Costs** within or without limits, taxes, conformance to law, or any claims made or occurrence provisions.

**Additional Definitions:**

<b>Controlling Interest</b>	means an <b>Ownership Interest</b> which is either (i) greater than 50 per cent.; or (ii) greater than 15 per cent provided it is the largest shareholding in a <b>Foreign Entity</b> .
<b>First Named Insured</b>	means the company first shown in item 1 of the Schedule.
<b>Foreign Entity</b>	means an entity (located in a country or territory in which the <b>Insurer</b> is not licensed, authorised or otherwise lawfully permitted to insure that entity) in which the <b>First Named Insured</b> has an economic interest as a result either of benefiting financially from the continued operation of the <b>Foreign Entity</b> or of being prejudiced by loss or damage to or liability of a <b>Foreign Entity</b> or its business.
<b>Foreign Entity Loss</b>	means any loss incurred or paid by the <b>Foreign Entity</b> , which would be considered a covered loss under the terms and conditions of this <b>Policy</b> , including but not limited to all exclusions and limitations.
<b>Insured Loss</b>	means the decrease in value of the economic interest that the <b>First Named Insured</b> has in the <b>Foreign Entity</b> , either directly or through intervening subsidiaries as a result of the <b>Foreign Entity</b> lawfully indemnifying the <b>Subsidiary Director</b> for <b>Foreign Entity Loss</b> .
<b>Local Policy(ies)</b>	means a directors' and officers' liability insurance policy purchasable by a <b>Foreign Entity</b> from an insurer licensed and authorised to issue and make payments under such policy in the jurisdiction of the <b>Foreign Entity</b> / the policies listed below:

<u>Company</u>	<u>Country</u>
<hr/>	
<u>Policy Number</u>	

<b>Official Entity</b>	means any regulator, government, government body, governmental, judicial or administrative agency.
<b>Ownership Interest</b>	means the percentage ownership interest that the <b>First Named Insured</b> has in the <b>Foreign Entity</b> , either directly or through intervening subsidiaries.
<b>Subsidiary Director</b>	means a natural person who would be an <b>Insured</b> but for the fact of their engagement by a <b>Foreign Entity</b> including any natural person who at the specific request of a <b>Foreign Entity</b> is a director, officer, trustee, governor or equivalent of any <b>Outside Entity</b> in their capacity of such.
<b>Subsidiary Director Loss</b>	means any loss incurred by the <b>Subsidiary Director</b> , which would be considered a covered loss under the terms and conditions of this <b>Policy</b> , including but not limited to all exclusions and limitations

In all other respects this **Policy** remains unaltered.

In all other circumstances, the terms and conditions of this **Policy** will apply.

**Conditions applicable to Section A:**

5. The total aggregate liability of the **Insurer** for all **Loss**, irrespective of the number of claims or number of **Insureds** who claim under this **Policy** shall be the **Limit of Liability** set out in the Schedule.
6. Where a **Local Policy** has been issued, any payment made by any such **Local Policy** towards a **Foreign Entity Loss** shall be deducted from the calculation of **Loss** payable by virtue of this Endorsement.
7. The total amount of all payments made under this **Policy** and any **Local Policy(ies)** or any combination thereof shall not exceed the **Limit of Liability** set out in the Schedule.

8. In the event that the **Insurer** (on its own account or on behalf of an insurer of any **Local Policy**) has made, or becomes liable to make payments under this **Policy** and any **Local Policy(ies)** or any combination thereof that in the aggregate exceed the **Limit of Liability** set out in the Schedule, then the **First Named Insured** shall repay the **Insurer** all amounts paid, and indemnify the **Insurer** in respect of all liabilities to make payments, in excess of the **Limit of Liability**.
12. The **First Named Insured** shall pay the **Insurer** all amounts due by reason of paragraph 4 of this Endorsement no later than seven (7) days following receipt of notice by the **Insurer** that such amounts are due. The **First Named Insured** shall pay interest for the period that any amount remains unpaid at the rate of 2% above the one month LIBOR rate as at the date payment is made.
13. Where a **Local Policy** has been issued the amount of any applicable retention shall not exceed the retention set out in the Schedule.
14. If any provision in this Endorsement is held to be invalid or unenforceable in any relevant jurisdiction in any given situation it shall not as a consequence be invalid or unenforceable in any other jurisdiction or situation.
15. The **Insurer** will treat any **Foreign Entity Loss** in accordance with all of the terms and conditions of this **Policy** including, but not limited to, exclusions and other limitations in this **Policy**, as if the **Foreign Entity Loss** occurred to the **First Named Insured**.
16. Matters known to the **Foreign Entity** shall be deemed to be known to the **First Named Insured**.
17. The **First Named Insured** shall, when directed by the **Insurer**:
  - a. retain in its own name, but at the **Insurer's** expense, a loss adjusting expert ("loss adjuster"), authorized in the jurisdiction in which the **Foreign Entity Loss** occurred and approved by the **Insurer**, to adjust the **Foreign Entity Loss**;
  - b. where permitted by applicable law, grant the **Insurer** the full right to collaborate with such loss adjuster;
  - c. grant the **Insurer** full access to any records produced by such loss adjuster; and
  - d. obtain the right to control the investigation, adjustment, defence and settlement of a **Foreign Entity Loss**, including access to books, records, bills, invoices, vouchers and other information.
18. The **First Named Insured** shall use best endeavours to ensure that the **Foreign Entity** shall, to the extent permitted by the laws and/or regulations to which the **Foreign Entity** is subject, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies, or of obtaining relief, indemnity or settlement sums from other parties in each case in priority to the insurer with whom the **Local Policy** is written.

In the event any such recovery is subsequently received by the **Foreign Entity** in respect of which a payment or settlement is or has been made by the **Insurer** to the **First Named Insured** in relation to the **Foreign Entity Loss** the **First Named Insured** shall immediately pay to the **Insurer** a sum equivalent to such payment or settlement.

#### **Section B**

To the extent not prohibited by an **Official Entity**, it is the intention of the parties that with respect to any claim for coverage made or payable in a foreign jurisdiction under a **Local Policy**, the subsidiary or affiliate of the **Insurer** will look to apply the Terms and Conditions (and related provisions) of this **Policy** that are more favourable to the **Insureds** of such **Local Policy**. This paragraph shall not apply to any provision of this **Policy** that addresses **Limits of Liability** (primary, excess or sublimits), Retentions, Deductibles, non-renewal, duty to defend, **Defence Costs** within or without limits, taxes, conformance to law, or any claims made or occurrence provisions.

#### **Additional Definitions:**

<b>Controlling Interest</b>	means an <b>Ownership Interest</b> which is either (i) greater than 50 per cent.; or (ii) greater than 15 per cent provided it is the largest shareholding in a <b>Foreign Entity</b> .
<b>First Named Insured</b>	means the company first shown in item 1 of the Schedule.
<b>Foreign Entity</b>	means an entity (located in a country or territory in which the <b>Insurer</b> is not licensed, authorised or otherwise lawfully permitted to insure that entity) in which the <b>First Named Insured</b> has an economic interest as a result either of benefiting financially from the continued operation of the <b>Foreign Entity</b> or of being prejudiced by loss or damage to or liability of a <b>Foreign Entity</b> or its business.
<b>Foreign Entity Loss</b>	means any loss incurred or paid by the <b>Foreign Entity</b> , which would be considered a covered loss under the terms and conditions of this <b>Policy</b> , including but not limited to all exclusions and limitations.
<b>Insured Loss</b>	means the decrease in value of the economic interest that the <b>First Named Insured</b> has in the <b>Foreign Entity</b> , either directly or through intervening subsidiaries as a result of the <b>Foreign Entity</b> lawfully indemnifying the <b>Subsidiary Director</b> for <b>Foreign Entity</b>

<b>Local Policy(ies)</b>	<p><b>Loss.</b> means a directors' and officers' liability insurance policy purchasable by a <b>Foreign Entity</b> from an insurer licensed and authorised to issue and make payments under such policy in the jurisdiction of the <b>Foreign Entity</b>/ the policies listed below:</p> <p style="text-align: center;">Company _____ Country _____ Policy Number _____</p>
<b>Official Entity</b>	means any regulator, government, government body, governmental, judicial or administrative agency.
<b>Ownership Interest</b>	means the percentage ownership interest that the <b>First Named Insured</b> has in the <b>Foreign Entity</b> , either directly or through intervening subsidiaries.
<b>Subsidiary Director</b>	means a natural person who would be an <b>Insured</b> but for the fact of their engagement by a <b>Foreign Entity</b> including any natural person who at the specific request of a <b>Foreign Entity</b> is a director, officer, trustee, governor or equivalent of any <b>Outside Entity</b> in their capacity of such.
<b>Subsidiary Director Loss</b>	means any loss incurred by the <b>Subsidiary Director</b> , which would be considered a covered loss under the terms and conditions of this <b>Policy</b> , including but not limited to all exclusions and limitations

In all other respects this **Policy** remains unaltered.

**E158 Company Deemed To Be An Outside Entity**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms conditions, limits of liability and exclusions of the **Policy**):

For the purposes of this endorsement, the **Insurer** shall not be liable for the entities listed below including its subsidiaries even if they are the **Subsidiary** of the company shown in Item 1 of the Schedule but will be liable for such entities as they are the **Outside Entity** with effect from the date below.

Name of the Entities:                      Effective Date:  
[Insert Company Name]                      [Insert Date]

In all other respects this **Policy** remains unaltered.

**E195 Amendment of Company**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms conditions, limits of liability and exclusions of the **Policy**):

With effective from {insert date}, Item 1 Company of the Schedule is amended to read as {insert company name}.

In all other respects this **Policy** remains unaltered.

**Chubb Elite V Directors & Officers Liability Insurance Policy  
E159 Tie-In Limit Endorsement-Crisis Costs, Reputation Expenses and Public Relations Expense**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms conditions, limits of liability and exclusions of the **Policy**):

The combined total aggregate limit of liability that the **Insurer** shall be liable to pay to or on behalf of an **Insured Person** for all **Crisis Costs, Reputation Expenses** and **Public Relations Expenses** under this policy shall be US\$ .

This endorsement shall not be construed so as to increase the **Limit of Liability** shown in Item 3 of the Schedule.

In all other respects this **Policy** remains unaltered.

**Chubb Elite V Directors & Officers Liability Insurance Policy  
E160 Additional Excess Limit for Directors and Officers**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Extension 2.2 Additional Excess Limit for Non-Indemnifiable Loss is hereby deleted in its entirety and replaced by the following:

**2.2 Additional Excess Limit for Non-Indemnifiable Loss**

Subject to the Aggregate Additional Excess Limit in Item 10(b) of the Schedule, the **Insurer** will pay to or on behalf of each **Director or Officer** of the **Company Non-Indemnifiable Loss** up to the **Individual Additional Excess Limit** in Item 10(a) of the Schedule, whether in respect of **Claims** or **Investigations** forming part of a **Single Claim** or otherwise, provided that:

- (i) the **Limit of Liability**;
  - (ii) any other directors and officers liability insurance which covers any part of that **Loss**; and
  - (iii) all other indemnification available to any director or supervisor;
- have been exhausted.

The Individual Additional Excess Limit in Item 10(a) of the Schedule is part of and not in addition to the Aggregate Additional Excess Limit in Item 10(b) of the Schedule.

The Aggregate Additional Excess Limit in Item 10(b) of the Schedule is the **Insurer's** maximum aggregate liability for all **Loss** under this Extension for all directors and supervisors irrespective of the number of claims under this **Policy**, the amount claimed or the number of directors or supervisors who claim. The Aggregate

Additional Excess Limit in Item 10(b) of the Schedule is in addition to, and not part of, the **Limit of Liability**. This Extension shall not apply to a reinstated **Limit of Liability** under Extension 2.1.

In all other respects this **Policy** remains unaltered.

**Chubb Elite V Directors & Officers Liability Insurance Policy  
E161 Other Insurance Clause Amendment**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Condition 5.8 of the policy, Other Insurance is deleted in its entirety and replaced by the following:

**5.8 Other Insurance**

If an **Insured** is or would (but for the existence of this **Policy**) be entitled to cover under any other policy (save for insurance specifically arranged to apply in excess of this **Policy**) in respect of any **Claim** or **Investigation** or other matter claimed under this **Policy**, the **Insurer** shall not be liable for **Loss** other than in excess of any amount that is or would (but for the existence of this **Policy**) have been payable under any other such policy, including but not limited to [insert Company Name and Policy Number].

In all other respects this **Policy** remains unaltered.

**Chubb Elite V Directors & Officers Liability Insurance Policy  
E162 Deletion of Sanction Clause**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Condition 5.15 of the policy, Sanction is deleted in its entirety.

In all other respects this **Policy** remains unaltered.

**Chubb Elite V Directors & Officers Liability Insurance Policy  
E163 Negligent Homicide in Performance of Duties and Occupational Health & Safety  
Amende**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Extension 2.14 Negligent Homicide in Performance of Duties and Occupational Health & Safety is hereby deleted in its entirety and replaced by the following:

- 2.14 Occupational Health & Safety and Negligent Homicide in Performance of Duties**  
Notwithstanding Exclusion 4.1 and 4.6, this **Policy** covers, as **Loss**, all **Defence Costs** and **Legal**

**Representation Expenses** of an **Insured Person** arising from any **Claim** or **Investigation** alleging commitment of **Negligent Homicide in Performance of Duties** or a breach of the Occupational Safety and Health Act of the Republic of China or any similar legislation in any **Foreign Jurisdiction**

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy for Financial Institution **E124 Money Laundering Exclusion**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The **Insurer** shall not be liable to make any payment for **Loss** under this **Policy** based on, arising from or attributable to any actual or alleged **Money Laundering or Related Financial Crime**.

For the purpose of this Exclusion, **Money Laundering or Related Financial Crime** means that term (or the term used for an equivalent offence) under any statute, law, rule, regulation, international treaty, convention or accord pertaining to the movement of illicit cash or cash equivalent proceeds.

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy **E124 Money Laundering Exclusion**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The **Insurer** shall not be liable to make any payment for **Loss** under this **Policy** based on, arising from or attributable to any actual or alleged **Money Laundering or Related Financial Crime**.

For the purpose of this Exclusion, **Money Laundering or Related Financial Crime** means that term (or the term used for an equivalent offence) under any statute, law, rule, regulation, international treaty, convention or accord pertaining to the movement of illicit cash or cash equivalent proceeds.

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy **E009 Professional Services Exclusion**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The **Insurer** shall not be liable to make any payment for **Loss** under the **Policy** based on, arising from or attributable to the **Company's** or the **Insured Person's** performance or attempted performance of professional services for any person or any act, error or omission relating thereto.

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy **E210A Takeover and Merger Endorsement (Ongoing Cover)**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Notwithstanding Definition 3.55 "Transaction" and Condition 5.7 "Takeovers and Mergers," the **Insurer** agrees not to exclude **Wrongful Acts** or any conduct committed after the date of Transaction that **【insert company name】** acquires more than 50% of the issued share capital of **【insert company name】**.

For the purpose of this endorsement, the company shown in Item 1 of the Schedule shall be changed to **【insert company name】** in the event that aforementioned acquisition takes place during the **Policy Period**.

This **Policy** shall not cover any potential **Claim** resulting from the event of the **Company** or any party making an offer to shareholders of **【insert company name】** for the purpose of company privatization or delisting from Nasdaq

Stock Exchange during the **Policy Period**. The **Insurer** may extend to cover such **Claim** with the written agreement and subject to any additional premium and any amended terms and conditions.

In all other respects this policy remains unaltered.

### **E233 Excess cover for specific entities with special agreement**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Cover under this **Policy** shall be excess of the [policy name, for example, Directors & officers Liability Policy] of [insert entities name, policy no.] and its limit of liability must be maintained at [insert currency and amount] minimum during the **Policy Period**.

If a **Loss** is covered under the [policy name, for example, Directors & officers Liability Policy] of [insert entities name, policy no.] and this **Policy**, this **Policy** will serve as the excess cover but only after such policy limit is exhausted and no retention under this **Policy** will apply to the same or related **Loss**.

In all other respects this **Policy** remains unaltered.

### **E234 North America Exclusion**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The **Insurer** shall not be liable to make any payment for **Loss** under this **Policy** based on, arising from or attributable to any legal action or litigation brought in a court of law constituted in the United States of America or Canada, or any **Claim** or **Investigation** arising out of the activities of the **Company** in the United States of America or Canada.

In all other respects this **Policy** remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy**

#### **E148C Continuous Cover Extension**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

2.25 **Continuous Cover** is hereby deleted in its entirety and replaced by the following:

#### **2.25 Continuous Cover**

This **Policy** extends to cover the **Insured** for any **Claim**, **Investigation** or any **Wrongful Act** which may give rise to a **Claim**, which could have been notified to the **Insurer** and/ or other insurer under an earlier Directors and Officers Liability Insurance Policy issued by the **Insurer** and/ or other insurer which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim**, **Investigation** or **Wrongful Act** which may give rise to a **Claim** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a Directors and Officers Liability Insurance Policy with the **Insurer** and/ or other insurer from no later than the date when the **Insured** first became aware of the Prior Matter until the date this **Policy** commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations (including the Insuring Agreement, Schedule, limit of liability and retention) of the **Policy** in force at the time the **Insured** first became aware of the Prior Matter but only where such earlier policy affords no boarder cover in respect of the **Claim** or **Investigation** than the provisions of this **Policy**; and
- (iv) the aggregate limit of liability available to cover Prior Matter under this Extension shall be capped to the limit of liability available in the policy in force at the time the **Insured** first became aware of the Prior Matter (however, it shall be no greater than the Limit of Liability (including applicable sub-limits) available under this **Policy**) and the Limit of Liability available under this **Policy** shall be eroded by payments for Prior Matter covered under this Extension; and
- (v) the **Insurer's** obligations are limited solely to the extent of the stated proportion of this **Policy**.

In all other respects this policy remains unaltered.

### **E037 Policy Period Extension**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

In consideration of the payment of an additional premium of \$[insert amount], Item 2 of the Schedule is amended to read as follows:



**Policy Period:** from: [ORIGINAL POLICY INCEPTION DATE] to: [DATE] both days inclusive, standard time at the Principal Address shown in Item 1 above.

The **Insurer's** maximum aggregate liability for all **Loss**, as stated in Condition 5.1 Limit of Liability, shall remain unchanged.

In all other respects this **Policy** remains unaltered.

### **E164 Downgrade Clause**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

This **Policy** may be terminated by the company shown in Item 1 of the Schedule in the event that the **Insurer**:

- (a) wholly ceases underwriting of the respective insurance or formally announces its intention to do so; or
- (b) is the subject of an order or resolution for winding up or formally proposes a scheme of arrangement; or
- (c) has its authority to carry on insurance business withdrawn; or
- (d) has its financial strength rating, or the financial strength rating of its ultimate parent company, downgraded to a rating below **[insert rating]** by Standard & Poor's, A.M. Best Ratings or Fitch (Duff & Phelps), or to a rating below **[insert rating]** by Moody's.

The company shown in Item 1 of the Schedule can exercise its right to terminate the **Insurer's** proportion under the **Policy** by providing written notice to the **Insurer** at any time after any of events (a)-(d) above occurring. In the event of such termination, the relevant **Insurer** will refund the unearned portion of the premium to the company shown in Item 1 of the Schedule, subject to no **Claims, Investigations**, facts or circumstances notified under this **Policy** prior to the date of termination. The date of termination will be the first business day after the company shown in Item 1 of the Schedule provides its formal written notice. The amount of premium to be refunded will be the pro rata amount allocatable to the period starting with the date of termination and ending with the last day of the **Policy Period**. If any **Claims, Investigations**, facts or circumstances have been notified under this **Policy**, the premium will be deemed to be fully earned and none will be repayable to the company shown in Item 1 of the Schedule.

In all other respects this **Policy** remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy**

#### **E165 Outside Directorship Extension Amendment (no non-stacking clause for specific entity)**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Extension 2.7 of the **Policy**, Outside Directorship is deleted in its entirety and replaced by the following:

#### **2.7 Outside Directorship**

- (i) This **Policy** shall extend to include an **Insured Person** who at the specific request of the **Company** is a director, officer, trustee, governor or equivalent of any **Outside Entity** in their capacity as such.
- (ii) Cover under this Extension shall be excess of any indemnification provided by the **Outside Entity** and any valid and collectible directors and officers liability insurance where such payment is made in respect of the **Outside Entity**.
- (iii) If the **Outside Entity's** directors and officers liability insurance is provided by the **Insurer** or any member of the Chubb group of companies, then the total aggregate amount of available cover for **Loss** under this Extension shall be reduced by the amount paid to the **Outside Entity** or any **Insured Person** under such policy. However, Clause 2.7 (iii) shall not apply to [insert company name of Outside Entity]'s directors and officers liability policy.

In all other respects this **Policy** remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy**

#### **E166 Pre-investigation Amendment**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Definition 3.43 of the policy is deleted in its entirety and replaced by the following:

- 3.43 **Pre-Investigation** means:
- (i) a raid or on-site visit to any **Company** or any **Insured Person** by an official body first occurring during the **Policy Period** that involves the production, review, copying or confiscation of records or interviews of any **Insured Person**;
  - (ii) a formal or official written notice received by an **Insured** in the capacity of such during **Policy Period** from any regulator or official body, requiring the **Insured** to produce documents to, or answer questions; or
  - (iii) any formal notification by the **Company** or an **Insured Person** to any regulator or official body, first given during the **Policy Period**, where the **Company** reasonably considers that a material breach of the **Company** or **Insured Person's** legal or regulatory duty has occurred or may occur; or
  - (iv) an internal inquiry conducted by the **Company** if and to the extent such an inquiry is requested by the regulator or official body following a formal notification given in (ii) above.

It is also understood and agreed that the sub-limit of liability under Extension 2.16 Pre-investigation Costs is US\$[insert amount], which is part of and not in addition to the **Limit of Liability** in the aggregate as shown in Item 3 of the Schedule.

In all other respects this **Policy** remains unaltered.

### **E130A Removal of Parental Support Exclusion**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

In the event that the **Company's** parent company removes any guarantees or financial support the **Insurer** shall not be liable to make any payment for **Loss** based on, arising from, attributable to or in any way connected with directly or indirectly any **Claim** or **Investigation** brought against any **Insured** as a result of the **Company** being or becoming bankrupt or insolvent.

For the purpose of this endorsement, parent company means [insert name of parent company].

In all other respects this **Policy** remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy E167 Pollution Defence Costs Endorsement – Sub-limit**

By way of this Endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Section 4: Exclusions is amended to include the following:

#### **Pollution Defence Costs Endorsement – Sub-limit**

The **Insurer** shall not be liable to make any payment for **Loss** under this **Policy**, based on, arising from or attributable to **Pollution**, provided that this Exclusion shall not apply to:

- (i) **Defence Costs** or **Legal Representation Expenses** for a **Claim** or **Investigation** brought against an **Insured Person**. Such cover shall be subject to a sub-limit of \$ \_\_\_\_\_, which is part of and not in addition to the **Limit of Liability**; or
- (ii) any **Claim** against an **Insured Person** instigated by a shareholder or group of shareholders of the **Company** directly or in the name of the **Company** without the solicitation, voluntary assistance or participation of any **Insured Person**.

Extension 2.21 is deleted in its entirety and all associated terms, conditions and provisions of the **Policy** are amended to the extent necessary to reflect that there is no cover whatsoever under Extension 2.21 and any corresponding cover under the **Policy**.

In all other respects this **Policy** remains unaltered.

### **E093A Pharmaceutical Exclusion**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The **Insurer** shall not be liable to make any payment for **Loss** directly or indirectly in connection with any **Claim** or **Investigation** based on, arising from or attributable to any failure, effect, side effects or interaction of any

pharmaceutical product, including but not limited to the result of clinical trial and testing, and failure to get drug permit license.

In all other respects this **Policy** remains unaltered.

#### **E083 Prior Acts Exclusion**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

This **Policy** only provides cover for **Loss** arising from **Claims** for **Wrongful Acts** committed or **Investigations** commenced after [insert date] and prior to the end of the **Policy Period** and otherwise covered by this **Policy**.

In all other respects this **Policy** remains unaltered.

#### **E188 Amendment of Outside Directorship Extension**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Extension 2.7 Outside Directorship is hereby deleted in its entirety and replaced by the following:

##### **2.7 Outside Directorship**

- (i) This **Policy** shall extend to include an **Insured Person** or natural person who at the specific request of the **Company** is a director, officer, trustee, governor or equivalent of any **Outside Entity** in their capacity as such
- (ii) Cover under this Extension shall be excess of any indemnification provided by the **Outside Entity** and any valid and collectible directors and officers liability insurance where such payment is made in respect of the **Outside Entity**.
- (iii) If the **Outside Entity's** directors and officers liability insurance is provided by the **Insurer** or any member of the Chubb group of companies, then the total aggregate amount of available cover for **Loss** under this Extension shall be reduced by the amount paid to the **Outside Entity** or any **Insured Person** or natural person under such policy.

In all other respects this **Policy** remains unaltered.

#### **E215 Specific Insured Person Endorsement**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Cover under this **Policy** [ is extended to include ] / [ does not include ] the following person(s) as the **Insured Person**:

[insert name of the person]

In all other respects this **Policy** remains unaltered.

#### **E101 Extended to Cover Securities Offering Endorsement**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

[In consideration of the payment of an additional premium to the **Insurer** of \$[insert amount]], it is agreed that Exclusion 4.5 shall not apply in respect of [insert the security offering].

In all other respects this **Policy** remains unaltered.

#### **E114A Critical Occurrence Extension (Limit in addition)**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

1. The **Policy** is extended to pay on behalf of the **Company** all **Critical Occurrence Loss** incurred by the **Company** arising from a **Critical Occurrence** which first commences during the **Policy Period**.
2. For the purposes of this Extension only, the following definitions shall apply:  
**Critical Occurrence** means:
  - A. any hostile or unsolicited takeover bid or offer by any person or entity other than by or on behalf of any **Insured** and/or the **Company**, whether made publicly or privately to any **Director or Officer or Employee** of the **Company**, to effect a consolidation or merger with, a takeover by or a sale by the **Company** of all or substantially all of its assets to, any other entity, person or group of entities or persons;
  - B. any of the following events which, in the reasonable opinion of the Chief Financial Officer of the **Company**, caused or was reasonably likely to cause a **Material Alteration in the Company's Share Price**:
    - (i) the public announcement that the **Company** has defaulted or intends to default on its debts;
    - (ii) the public announcement that the **Company** has engaged or intends to engage in a restructuring of its debts;
    - (iii) the public announcement that the **Company** has deferred payment of or has resolved not to pay

- or intends to defer the payment of or to resolve not to pay, a scheduled dividend;
- (iv) the public announcement of employee redundancies or the permanent reduction of staff;
- (v) the public announcement of the death, resignation, termination or dismissal of one or more of the senior management of the **Company**;
- (vi) the public announcement that either the **Company** or a third party has applied or intends to apply for the winding up of the **Company**;
- (vii) the public announcement that litigation, or regulatory or governmental proceedings, against the **Company** have been commenced or threatened;
- (viii) the public announcement of the loss of:
  - a. a major client or customer of the **Company**;
  - b. a major contract to which the **Company** was a party;
  - c. the rights which the **Company** has to any trade mark, copyright or patent; which the **Company** had not anticipated;
- (ix) the public announcement that the **Company** has or is alleged to have caused bodily injury, sickness, disease, death or emotional distress to persons, or damage to or destruction of tangible property, including loss of use of such property, which has resulted in or has the potential to result in the commencement of a class or representative action against the **Company**;
- (x) the public announcement of the **Company's** actual or projected income or turnover for a particular period which is materially less favourable than either:
  - a. the **Company's** income or turnover for the corresponding period in the previous year;
  - b. the **Company's** previous public announcements or projections regarding income or turnover for such period;
  - c. any estimate of the **Company's** income or turnover published by any stockbroker, fund manager, investment adviser or other securities analyst who is not employed, engaged or retained by the **Company**;
- (xi) the public announcement of the recall of a major product of the **Company** or the delay in the production of a major product of the **Company** which the **Company** had not anticipated;
- (xii) the public announcement of a revision of the **Company's** financial statements as previously filed with the appropriate authority; or
- (xiii) the public announcement that the **Company** has written off or intends to write off 20% or more of its assets.

**Critical Occurrence** shall not include:

- A. any litigation or other proceedings begun before the inception date of this **Policy**;
- B. any fact, circumstance, act, omission, **Claim** or **Investigation** of which notice has been given under any policy existing or expired before the inception date of this **Policy**;
- C. any fact, circumstance, act or omission which may give rise to a **Claim** or **Investigation** and of which the **Insured** are aware prior to the inception of this **Policy**; or
- D. any injury, damage, expense, cost, loss, liability or legal obligation in any way related to **Pollution** however caused including shareholder or derivative **Claims** arising from or attributable to such **Pollution**.

**Critical Occurrence Loss** means any amounts reasonably and necessarily incurred during the period of a **Critical Occurrence** or in anticipation of and within 90 days prior to a **Critical Occurrence** first commencing and irrespective of whether or not a **Claim** is ever made against any **Insured** or the **Company** arising from a **Critical Occurrence** and, in circumstances where a **Claim** is made, irrespective of whether the amount is incurred prior to or subsequent to any **Claim** being made, with respect to:

- A. the fees and expenses of a **Critical Occurrence Manager** in providing **Critical Occurrence Manager's Assistance** for the **Company** in connection with a **Critical Occurrence**;
- B. travel by any **Insured** or agents of the **Company** in connection with a **Critical Occurrence**;
- C. advertising, printing or postage in connection with a **Critical Occurrence**;

**Critical Occurrence Manager** means any crisis manager, public relations consultant, lawyer, accountant, stockbroker, investment adviser or other person or entity retained by the **Company** in connection with a **Critical Occurrence** to provide **Critical Occurrence Managers' Assistance**;

**Critical Occurrence Managers' Assistance** means all advice or services provided to the **Company** by a **Critical Occurrence Manager** for the purpose of avoiding or reducing any actual or potential adverse effect or result for the **Company** arising from a **Critical Occurrence**;

**Material Alteration in the Company's Share Price** means a fall in the **Company's** share price within any 48 hour period by at least 10% net of the change in the share index in any country in which the **Company's** shares are listed.

3. For the purposes of this Extension only, Exclusions 4.6 of this **Policy** is deleted.
4. For the purposes of this Extension only, the following conditions apply:
  - (1) The **Insurer's** maximum aggregate limit of liability for all **Critical Occurrence Loss** arising from a **Critical Occurrence** covered by this Extension is expressly subject to a sub-limit of [USD/NTD] ("the **Critical Occurrence Limit of Liability**"), which is in addition to the total aggregate **Limit of Liability** shown in Item 3 of the Schedule.
  - (2) The **Company** shall not be required to pay any retention for any **Critical Occurrence Loss** covered by this Extension.
  - (3) The **Company** shall not be required to obtain the prior written approval of the **Insurer** before incurring any **Critical Occurrence Loss**.
  - (4) The **Company** shall give written notice to the **Insurer** within 30 days of a **Critical Occurrence** first commencing.
  - (5) A **Critical Occurrence** shall first commence when any **Director or Officer** or **Employee** of the **Company** shall first become aware of the **Critical Occurrence**, and shall end when the **Critical Occurrence Limit of Liability** has been exhausted or when the **Critical Occurrence Manager** so advises, whichever is the first to occur.

In all other respects this **Policy** remains unaltered.

### **E168 Amendment of Notification of Claims, Investigations and Reporting Circumstances (Notification Period)**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Conditions 5.4 **Notification of Claims, Investigations and Reporting Circumstances** is hereby deleted in its entirety and replaced by the following:

#### **5.4 Notification of Claims, Investigations and Reporting Circumstances**

- (i) For all claims under this **Policy** the **Insured** shall give written notice to the **Insurer** as soon as practicable but this shall not be a condition precedent to the liability of the **Insurer**.

In event of expiry of the **Policy Period**, notification must be given no later than 90 days after the expiration of the **Policy Period**, or, in relation to a **Claim** first made against the **Insured** or **Investigation** first commenced during the **Discovery Period** if applicable, no later than 60 days after expiry of the **Discovery Period**.

Provided, however, if an **Insured** is legally prohibited by a regulatory body under the terms of a confidentiality agreement from notifying a **Claim** or **Investigation** in accordance with the above provisions then:

  - (a) the **Insured** shall be permitted to give written notice of such **Claim** or **Investigation** to the **Insurer** within 24 months after the end of the **Policy Period**; and
  - (b) the **Insurer** must be notified within 30 days of the **Insured** being legally able to do so.

If an **Insured** should have notified a **Claim** or **Investigation** under a policy existing or expired before or on the inception date of this **Policy** but was unable to do so due to being legally prohibited by a regulatory body under the terms of a confidentiality agreement then the **Insured** irrevocably waives any right it may have to rescind or avoid this **Policy** on the grounds of non-disclosure or mis-representation, solely with respect to such prior **Claim** or **Investigation**.
- (ii) Notice and all information shall be sent in writing to the Claims Manager, Insurance Company of North America, Taipei Branch at the address of 10th Floor, No. 8, Section 5, Xinyi, Road, Taipei, Taiwan.

Within 30 working days of the receipt of the information as required, the **Insurer** will provide a written and reasoned statement of its position relating to cover.
- (iii) If during the **Policy Period** the **Insured** shall become aware of any circumstances that might give rise to a **Claim** or **Investigation** under this **Policy** and gives notice of the same to the **Insurer**, then any **Claim** or **Investigation** later made against any **Insured** shall for the purposes of this **Policy** be treated as a **Claim** made or **Investigation** commenced during the **Policy Period**.

In all other respects this **Policy** remains unaltered.

**Chubb Elite V Directors & Officers Liability Insurance Policy**  
**E169 Outside Directorship Extension - Additional Entities On Named Basis**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Cover under this policy shall be extended in accordance with the provisions of Extensions 2.7 in respect of the following companies:

1. **[Company Name and officer name].**
- 2.

The maximum Limit of Liability in the aggregate, for all **Loss** covered under this endorsement and Extensions 2.7 shall not exceed **US\$[insert amount]**. Such limit shall form part of, and shall not be in addition to, the Limit of Liability shown in Item 3 of the **Schedule**.

In all other respects this **Policy** remains unaltered.

**Chubb Elite V Directors & Officers Liability Insurance Policy**  
**E089A Tie In Limits Endorsement- Sublimit And Aggregate**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The combined total aggregate limit of liability that the **Insurer** shall be liable to pay for all **Loss** arising out of a **Claims** and **Investigations** made against all **Insureds** under all insurance covers combined involving both this **Policy** and also policy number [insert policy number] issued to [...] by [name of insurer] (or any renewal or replacement of such policy or which succeeds such policy in time) ("the Other Chubb Policy") shall be [insert policy limit].

The **Limit of Liability** under this **Policy** shall be reduced by **Loss** incurred under the Other Chubb Policy because the limit of liability under the Other Chubb Policy is now part of and not in addition to the **Limit of Liability** of this **Policy**.

For the avoidance of doubt, the higher amount of any sub-limit specified in the **Schedule** or any endorsement under the same coverage of both this **Policy** and the Other Chubb Policy shall be **Insurer's** maximum aggregate liability under such sub-limit, no matter it is part of or in addition to the **Limit of Liability** of this **Policy**.

Nothing in this Endorsement shall be construed so as to increase the limit of liability under the Other Chubb Policy which shall remain the maximum liability for all **Loss** under the Other Chubb Policy or to increase the **Limit of Liability** under this **Policy** which shall remain the maximum liability for all **Loss** under this **Policy**.

In all other respects this **Policy** remains unaltered.

**E025A Company Deemed To Be A Subsidiary**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

[insert company name] is deemed to be a **Subsidiary** of the company shown in Item 1 of the Schedule, but only in respect of **Wrongful Acts** or conduct after [insert date].

In all other respects this **Policy** remains unaltered.

**Chubb Elite V Directors & Officers Liability Insurance Policy**  
**E027A Prior Acts Cover for Acquired Subsidiaries**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

[In consideration of the payment of an additional premium of [insert additional premium],]Notwithstanding Definition 3.54 **Subsidiary** and Extension 2.3 **Subsidiaries**, the cover provided by this **Policy** shall extend to cover [insert company name] in respect of **Wrongful Acts** or conducts after [insert date].

Provided that **Insured** must disclose all facts and matters inquired by **Insurer** and ensure the information given is complete, accurate and not misleading.

In all other respects this **Policy** remains unaltered.

#### **E027A Prior Acts for Acquired Entities Extension**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

[In consideration of the payment of an additional premium of [insert additional premium],]The cover provided by this **Policy** shall extend to include any **Claim** for **Wrongful Acts** by the **Directors, Officers** or **Employees** of [insert name of entity] on or prior to [M&A date].

In all other respects this **Policy** remains unaltered.

#### **E027B Prior Acts for Acquired Entities Extension**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

[In consideration of the payment of an additional premium of [insert additional premium],]Notwithstanding Definition 3.54 **Subsidiary** and Extension 2.3 **Subsidiaries**, the cover provided by this **Policy** shall not exclude any **Wrongful Act** or conduct occurring before [SUBSIDIARY NAME] became a **Subsidiary** [on [insert date]].

The **Insurer's** total aggregate limit of liability for any **Claim** or **Investigation** resulting from **Wrongful Acts** or conducts occurring before [SUBSIDIARY NAME] became a **Subsidiary** is expressly subject to a sub-limit of [insert amount], which forms part of the Limit of Liability in the aggregate shown in Item 3 of the Schedule.

Provided that **Insured** must disclose all facts and matters inquired by **Insurer** and ensure the information given are complete, accurate and not misleading.

all other respects this **Policy** remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy**

#### **E069 Product Liability Exclusion (for)**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Exclusion 4.9 Product Liability is deleted entirely and replaced with the following:

The **Insurer** shall not be liable to make any payment for **Loss** under the **Policy** for the failure or effect of any product.

In all other respects this **Policy** remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy**

#### **E080A Intellectual Property Exclusion- Carve Back Defence Cost with Sub-limit**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Exclusion 4.10 Intellectual Property Right shall not apply to **Defence Costs** in respect of any **Claim** brought outside the United States of America or Canada against an **Insured person**, up to the sub-limit of liability for all payments under this Extension is [insert amount]. This sub-limit is part of and not in addition to the **Limit of Liability** stated in item 3 of the Schedule.

In all other respects this **Policy** remains unaltered.

### **Chubb Elite V Directors & Officers Liability Insurance Policy**

#### **E089 Tie In Limits Endorsement**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The combined total aggregate limit of liability that the **Insurer** shall be liable to pay for all **Loss** arising out of a **Claims** and **Investigations** made against all **Insureds** under all insurance covers combined involving this **Policy** and also policy(ies) below ("the Other Chubb/ACE Policy") shall be [NTD/USD] (*highest limit of liability of the policies if different*).

1. Policy number [...] issued to [name of company] by [*name of insurer*] (or any renewal or replacement of such policy or which succeeds such policy in time)

2.

The **Limit of Liability** under this **Policy** shall be reduced by **Loss** incurred under the Other Chubb/ACE Policy because the limit of liability under the Other Chubb/ACE Policy is now part of and not in addition to the **Limit of Liability** of this **Policy**.

Nothing in this Endorsement shall be construed so as to increase the limit of liability under the Other Chubb/ACE Policy which shall remain the maximum liability for all **Loss** under the Other Chubb/ACE Policy or to increase the Limit of Liability under this **Policy** which shall remain the maximum liability for all **Loss** under this **Policy**.

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy E170 Tax Extension Amended

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Extension 2.9 Tax is deleted entirely and replaced with the following:

A **Wrongful Act** under this **Policy** is extended to include an **Insured Person's** personal liability under applicable insolvency legislation for the **Company's** unpaid taxes anywhere in the world and/or social security contribution in Austria and Switzerland solely by reason of their capacity or position as a **Director or Officer** without any allegation of wrongdoing, where the company shown in Item 1 of the **Schedule** has become insolvent, and except to the extent that such liability arises from a breach of any statutory duty governing the payment of taxes and/or social security contribution by the company shown at Item 1 of the Schedule at the deliberate instigation or with the full knowledge and/or assistance of such **Insured**.

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy E211 Taxation Extension

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Extension 2.9 Tax is hereby deleted in its entirety and replaced by the following:

This **Policy** shall extend to include an **Insured Person's Loss** arising from their personal liability for unpaid taxes where the **Company** has become insolvent except to the extent that such liability arises from the willful intent of the **Insured Person** to breach any statutory duty governing the payment of taxes. Such cover shall be subject to a sub-limit of \$ \_\_\_\_\_, which is part of and not in addition to the **Limit of Liability**.

In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy for Financial Institution E155A Amendment of Continuous Cover Extension

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Extension 2.24 Continuous Cover is hereby deleted in its entirety and replaced by the following:

2.24 Continuous Cover

Notwithstanding Exclusion 4.2, coverage is provided under this **Policy** for **Claim or Investigation**, provided always that:

- (i) the **Claim or Investigation** could have been notified under a policy that:
  - (a) was in force at the time the **Insured** first became aware of the **Claim or Investigation**; and
  - (b) has an inception date that is not prior to the date shown in Item 5 of the Schedule;
- (ii) the **Insured** has maintained, without interruption, a directors and officers liability policy with the **Insurer** or another insurer from the date shown in Item 5 of the Schedule;
- (iii) there has been no fraudulent non-disclosure or misrepresentation to the **Insurer** in respect of the **Claim or Investigation**;
- (iv) cover under this Extension will be in accordance with the terms, conditions, Exclusions and limitations (including Insuring Agreement, Schedule, limit of liability and retention) of this



**Policy**, but only where this **Policy** affords no broader cover in respect of the **Claim** or **Investigation** than the provisions of the policy in force at the time the **Insured** first became aware of the **Claim** or **Investigation**; and the limit of liability available under this **Policy** shall be eroded by payments for the **Claim** or **Investigation** covered under this Extension; and

- (v) the **Insurer's** obligations are limited solely to the extent of the stated proportion of this **Policy**; and
- (vi) the **Insured** agrees not to claim under more than one policy issued by the **Insurer**.

In all other respects this **Policy** remains unaltered.

#### **E025B Company Deemed To Be A Subsidiary**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

[In consideration of the payment of an additional premium of [insert additional premium]], [insert name of entity] is deemed to be a **Subsidiary** of the company shown in Item 1 of the schedule.

The Insurer shall only be liable for **Loss** in respect of **Wrongful Acts** or conduct on or after [insert date].

In case [insert name of entity] is or would (but for the existence of this **Policy**) be entitled to cover under any other policy (save for insurance specifically arranged to apply in excess of this **Policy**) in respect of any **Loss**, the **Insurer** shall be liable for such **Loss** other than in excess of any amount that is or would (but for the existence of this **Policy**) have been payable under this **Policy**.

In all other respects this **Policy** remains unaltered.

#### **E025D Company Deemed To Be A Subsidiary**

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

[In consideration of the payment of an additional premium of [insert additional premium]], [insert name of entity] is deemed to be a **Subsidiary** of the company shown in Item 1 of the schedule [insert effective date].

In case [insert name of entity] is or would (but for the existence of this **Policy**) be entitled to cover under any other policy (save for insurance specifically arranged to apply in excess of this **Policy**) in respect of any **Loss**, the **Insurer** shall be liable for such **Loss** other than in excess of any amount that is or would (but for the existence of this **Policy**) have been payable under this **Policy**.

In all other respects this **Policy** remains unaltered.

#### **Chubb Elite V Directors & Officers Liability Insurance Policy for Financial Institution E017 Insurance Contract Exclusion**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

The **Insurer** shall not be liable to make any payment for **Loss** under the **Policy** based on, arising from or attributable to any one or more of the following:

- (i) any refusal to renew or any cancellation of any **Insurance Contract**;
- (ii) any failure or refusal to pay, or delay in the payment of, benefits due or alleged to have been due under any **Insurance Contract**; or
- (iii) any lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under any **Insurance Contract**.

**Insurance Contract** means any policy of insurance, reinsurance, bonds or indemnity, including but not limited to annuities, endowments, pension contracts and risk management self-insurance programmes, pools or similar programmes.

In all other respects this **Policy** remains unaltered.

#### **Chubb Elite V Directors & Officers Liability Insurance Policy for Financial Institution E155B Continuous Cover Extension Amended**

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

2.24 **Continuous Cover** is hereby deleted in its entirety and replaced by the following:

##### **2.24 Continuous Cover**

This **Policy** extends to cover the **Insured** for any **Claim**, **Investigation** or any **Wrongful Act** which may give rise to a **Claim**, which could have been notified to the **Insurer** under an earlier Directors and Officers Liability Insurance Policy which is notified during the **Policy Period** or **Discovery Period** (if applicable), provided that:

- (i) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of any such **Claim**, **Investigation** or **Wrongful Act** which may give rise to a **Claim** (each being a "Prior Matter"); and
- (ii) the **Insured** has maintained, without interruption, a Directors and Officers Liability Insurance Policy with the **Insurer** from no later than the date when the **Insured** first became aware of the Prior Matter until the date this policy commenced; and
- (iii) cover under this Extension will be in accordance with the terms, conditions, exclusions and limitations

- (including the Insuring Agreement, **Schedule**, limit of liability and retention) of the policy in force at the time the **Insured** first became aware of the Prior Matter; and
- (iv) the aggregate limit of liability available to cover Prior Matter under this Extension shall be capped to the limit of liability available in the policy in force at the time the **Insured** first became aware of the Prior Matter (however it shall be no greater than the Limit of Liability (including applicable sub-limits) available under this Policy) and the Limit of Liability available under this **Policy** shall be eroded by payments for Prior Matter covered under this Extension; and
- (v) the **Insurer's** obligations are limited solely to the extent of the stated proportion of this **Policy**.  
In all other respects this **Policy** remains unaltered.

### Chubb Elite V Directors & Officers Liability Insurance Policy E169A Outside Directorship Extension - Additional Entities On Named Basis-With Special Agreement

By way of endorsement to the **Policy**, the parties hereby agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

Cover under this **Policy** shall be extended in accordance with the provisions of Extension 2.7 in respect of the following company with effect from **[insert date]**:

#### 1. **[Insert entities name]**

Cover under this Extension shall be excess of the Directors & Officers Liability Insurance of **[Insert entities name]** or **[Currency-US\$XXX]**, whichever is greater.

In all other respects this **Policy** remains unaltered.

### 菁英五號董監事暨重要職員責任保險

#### 一、承保範圍

##### 1. 承保範圍

A. 保險人將為被保險個人支付於保險期間內因被保險個人首次遭受賠償請求所生之損失，惟不包括被保險公司已實際償付該損失者。

B. 保險人將為被保險公司支付於保險期間內因被保險個人首次遭受賠償請求所生之損失，且該損失已由被保險公司實際償付或同意償付者。

C. 保險人將為被保險公司支付保險期間內首次遭受有價證券賠償請求所生之損失。

D. 保險人將為被保險人支付調查相關之法律代理費用，及所有已由被保險公司償付之法律代理費用。

##### 2. 擴大承保事項

###### 2.1 承保範圍 A 的額度保留

保險人依據承保範圍 B 或 C 支付損失致責任限額所降低之金額，當有承保範圍 A 及 D 所載之無法獲得補償之損失之情形時應予恢復，但僅限一次且恢復額度等同於已償付之金額；但該恢復仍受責任限額和前提條件規範。

###### 2.2 無法獲得補償之損失的附加超額上限

在承保明細表第 10 (b) 項記載之累計附加超額上限範圍內，保險人將支付，或代表承保明細表第 1 項所載公司之各董事或監察人或任何從屬公司之獨立董事或獨立監察人支付無法獲得補償之損失，最高金額不超過承保明細表第 10 (a) 項記載之個別附加超額上限，無論該賠償請求、調查是否構成單一賠償請求之一部分，惟下列應優先適用並已耗盡：

(i) 責任限額；

(ii) 任何其他董監事暨重要職員責任保險涵蓋該損失之部分；以及

(iii) 任何其他適用於任一董事或監察人之賠償；

承保明細表第 10 (a) 項之個別附加超額上限，屬於承保明細表第 10 (b) 項累計附加超額上限之一部分，非外加金額。承保明細表第 10 (b) 項之累計附加超額上限，為保險人就本擴大承保事項所承保之損失之最高累計責任限額，不論在本保險單下賠償請求或調查之次數、請求金額或請求之被保險個人人數。承保明細表第 10 (b) 項之累計附加超額上限非責任限額之一部分，為外加金額。

本擴大承保事項條款不適用依擴大承保事項第 2.1 條所恢復之責任限額。

###### 2.3 從屬公司

(i) 於保險期間內，倘被保險公司收購或設立符合下述條件之組織，而該組織成為從屬公司（包括該組織經收購後消滅而由被保險公司繼續營運之情形）：

(a) 其資產總額低於承保明細表第 6 項記載的收購上限；以及

(b) 其有價證券未在美國上市；

則本保險單應自動擴大及於該從屬公司，無須另行通知保險人或支付額外保費，惟承保範圍僅限該組織成為從屬公司後發生之錯誤行為或其他行為。

就擴大承保事項第 2.3 條適用之目的而言，依照美國證券交易管理委員會規則 144A 上市之權益證券，並不構成在美國證券交易所買賣之有價證券之公開上市。

(ii) 在保險期間所收購或設立的任何從屬公司，但不屬於前述 (i) 項者，於收購日或設立日起 60 日之期間內，自動為本保險單所承保，惟僅限該組織成為從屬公司後發生之錯誤行為或其他行為。若取得保險人書面同意，加收相關之額外保費，並修改相關條款和條件後，本保險單於 60 日後仍得擴大承保該從屬公司，惟僅限該組織成為從屬公司後發生之錯誤行為或其他行為。

(iii) 若被保險公司在保險期間之前或當中，出售或解散從屬公司，本保險單應繼續承保該從屬公司，惟僅限出售或解散生效日前發生之錯誤行為或其他行為。

(iv) 保險人僅就一組織是從屬公司當時被保險人所為之錯誤行為或其他行為償付損失。

(v) 保險人得擴大本保險單承保範圍及於被收購組織成為從屬公司前，該組織之被保險個人所為之錯誤行為或其他行為。就本擴大承保事項，保險人得要求額外條款、條件和保費。

#### 2.4 緊急處理費用與開支

被保險個人在抗辯費用、法律代理費用、保釋保證金費用、公關費用、危機處理費用和預備調查費用發生前，若無法取得保險人的事前書面同意，保險人將免除事前書面同意的規定，但被保險個人應於前述費用首次產生日 30 日內，取得保險人同意。

#### 2.5 退休董監事或重要職員之保險範圍

倘無交易發生，且本保險單未續約或未被任何其他董監事暨重要職員責任保險所取代，或董監事暨重要職員責任保險續約後不再承保退休董監事或重要職員，則本保險單自屆滿日起無限期間內，應擴大承保對任何退休董監事或重要職員所提出之賠償請求或調查，惟僅限於此等人員仍為被保險個人期間所為之錯誤行為或其他行為。

#### 2.6 接管及併購發現期間

若有交易發生，保險人得擴大本保險單承保範圍，納入保險期間屆滿日起 84 個月內，對被保險個人首次提出之賠償請求或首次進行之調查。就前述擴大承保事項，保險人得要求額外條款、條件和保費。

#### 2.7 外部董監事

(i) 本保險單應擴大承保依被保險公司之明確要求，而於任何外部組織擔任董監事、重要職員、受託人、管理人或同等職務者之被保險個人。

(ii) 本擴大承保事項就超過外部組織提供之任何補償金額，以及任何有效且可索償之董監事暨重要職員責任保險已支付外部組織之保險金額之部分，負賠償責任。

(iii) 若外部組織之董監事暨重要職員責任保險係由保險人或安達集團公司之成員公司提供，則本擴大承保事項承保之所有損失累計總額，應扣除已依前述保險單支付外部組織或任何被保險個人之金額。

#### 2.8 管理階層收購

如一從屬公司遭現有管理階層收購而不再隸屬於被保險公司，保險人同意對該從屬公司自遭收購日起 30 日內所發生之錯誤行為或其他行為，維持本保險單效力。若有其他有效保險承保此等錯誤行為或其他行為，則本擴大承保事項不適用。

#### 2.9 稅賦

若承保明細表第 1 項所載公司宣告破產，本保險單下之錯誤行為將擴大納入被保險個人根據相關之破產法規，對於被保險公司之未繳稅款，非因其被指稱有任何錯誤行為，而係基於其身為董監事或重要職員之身分而承擔之個人責任；但若承保明細表第 1 項所載公司違反任何法定納稅責任，係因該被保險個人故意唆使或其具有充分認知並提供協助，則該個人責任不屬於承保範圍。

#### 2.10 保釋保證金費用、危機處理費用、公關費用及聲譽維護費用

本保險單承保之損失包含下列費用：

(i) 保釋保證金費用；

(ii) 危機處理費用；

(iii) 公關費用；或

(iv) 聲譽維護費用。

#### 2.11 引渡程序

本保險單承保之損失包含下列與引渡程序有關之費用：

- (i) 抗辯費用；
- (ii) 保釋保證金費用；
- (iii) 危機處理費用；
- (iv) 公關費用；
- (v) 聲譽維護費用；或
- (vi) 海外差旅費用。

#### 2.12 訴訟費用

本保險單承保之損失包括因賠償請求或調查產生之訴訟費用。

#### 2.13 民事罰款和民事罰金

於相關法規允許及得承保之範圍內，本保險單承保之損失，包括因賠償請求或調查而依法課予被保險個人之民事罰款和民事罰金（包括行政罰款和行政罰金）。

#### 2.14 職業安全衛生及業務過失致死

縱除外不保事項第 4.6 條另有規定，本保險單承保之損失，包括被保險個人因受指控觸犯業務過失致死罪或違反中華民國職業安全衛生法，或其他國外司法轄區任何類似法規，而遭提起之賠償請求或調查，其所產生之抗辯費用和法律代理費用。

#### 2.15 資產剝奪

本保險單承保之損失，包括因賠償請求或調查產生之資產剝奪費用。

本擴大承保事項的附屬責任限額為每位被保險個人不得超過美金 100,000 元。保險人於本擴大承保事項之累計最高賠償責任，不超過美金 500,000 元，不論在本保險單下賠償請求之次數、請求金額或請求之被保險人人數。

#### 2.16 預備調查費用

本保險單承保之損失，經保險人事前書面同意，但保險人若無正當理由不得拒絕或遲延同意，包括被保險個人因下列情事直接產生之合理及必要費用、成本和開支（但不包括任何薪酬、時間成本或被保險公司之成本或經常性費用）：

- (i) 任何預備調查；以及
- (ii) 針對預備調查準備書面通知或報告提交予官方機構。

本擴大承保事項不適用自負額。

#### 2.17 國外開放條款

針對僅於國外司法轄區內之賠償請求或調查，保險人就該賠償請求或調查，應適用相較於本保險單條款和條件，對被保險個人更為有利之該國外司法轄區之國外保單條款和條件。然而，本擴大承保事項僅適用本保險單之承保範圍和定義，不適用本保險單任何關於責任限額、附屬責任限額、自負額、其他保險、不續約、訴訟行為、稅賦、理賠申請和爭議解決等條款或條件，亦不適用承保明細表或本保險單附加條款所列任何事項。

#### 2.18 賠償被保險公司之股東費用

本保險單擴大承保之損失，包括被保險公司之股東代表被保險公司向任何被保險個人提出賠償請求時，被保險公司在法律規定必須負責之情況及限度內，依法院命令必須償付該被保險公司之股東因而產生之成本、收費和開支。

#### 2.19 衍生之調查聽證

本保險單承保之損失，包括董事會（或同等管理機構）之衍生調查費用。本擴大承保事項不適用自負額。

#### 2.20 釋義律師 — 國際證券法令

所謂抗辯費用明確包括被保險個人於其本國司法轄區委任律師，就外國司法轄區之律師針對該外國司法轄區內之任何有價證券賠償請求所提出之意見，予以解釋和適用所產生之合理費用和開支。

#### 2.21 環境汙染事件

本保險單擴大支付或代被保險個人支付因環境訴訟所生之一切損失，最高附屬責任限額如承保明細表第 14 項所載

該附屬責任限額應另外計算，不屬於責任限額之一部分。

本附加附屬責任限額不適用依擴大承保事項第 2.1 條所恢復之責任限額。

#### 2.22 網路隱私和保密

本保險單擴大支付或代被保險個人支付直接因下列事件引起之賠償請求所生之一切損失：

- (i) 任何侵害或干擾隱私權或公開權之行為，包括違反相關法令之資料揭露行為；或
- (ii) 未經授權揭露或使用任何資料形式的機密資訊或資訊，且相關法令限制此等資料之揭露或使用。

本承保範圍應受限於承保明細表第 15 項記載之附屬責任限額，該附屬責任限額應另外計算，不屬於責任限額之一部分。

本附加附屬責任限額不適用依擴大承保事項第 2.1 條所恢復之責任限額。

#### 2.23 損害防阻費用

本保險單擴大承保之損失包含被保險人在承保範圍 A 和 B 下之任何損害防阻費用，惟須符合下列條件：

- (i) 被保險人提出證明，令保險人合理相信該損害防阻費用係屬適當且符合比例原則，且可合理防止或減輕潛在之賠償請求；
- (ii) 依第 5.4 條「賠償請求通知、調查及通報可能引起賠償請求之情事」之規定通報導致需支出款項之可能引起賠償請求之情事；
- (iii) 任何行動必須取得保險人事前書面同意（但保險人不得無理拒絕或延遲同意）；
- (iv) 保險人償付損害防阻費用之賠償責任，於任何情況下均不得超過若向被保險個人提出賠償請求所產生之損失金額；以及
- (v) 證明任何賠償請求係屬本保險單承保範圍，係被保險人之責任。

本擴大承保事項不適用於被保險公司可能對任何被保險個人提起之潛在賠償請求。本承保範圍應受限於承保明細表第 16 項記載之附屬責任限額。

#### 2.24 理賠後恢復責任限額

支付損失後，責任限額減少之金額應按照保險人已獲得追償之金額（扣減保險人追償之相關合理費用）予以恢復。

#### 2.25 持續承保

縱除外不保事項第 4.2 條另有規定，於符合下列前提下，本保險單對於賠償請求或調查應持續承保：

- (i) 該賠償請求或調查本來得依以下保險單為通知：
  - (a) 被保險人首次知悉賠償請求或調查時該保險單有效；且
  - (b) 保險單之生效日不早於承保明細表第 5 項所訂日期者。
- (ii) 被保險人自承保明細表第 5 項所訂日期起均持續不中斷投保由保險人簽發之董監事暨重要職員責任保險；
- (iii) 有關賠償請求或調查並無對保險人有未揭露詐欺事件或不實陳述；
- (iv) 本擴大承保事項應適用被保險人首次知悉賠償請求或調查時有效保單之條款、條件、除外不保事項和限制（包括承保範圍、承保明細表、責任限額和自負額），但僅限於該先前保險單就該賠償請求或調查提供之承保範圍未超過本保險單。
- (v) 被保險人同意僅對保險人簽發之保險單中之其中一張主張賠償請求。

#### 2.26 預付費用與開支

在任何賠償請求或調查達成最終裁決前，保險人將於接獲其許可之人所開立之發票或收據之 30 日內預先支付本保險單規定之抗辯費用、法律代理費用、保釋保證金費用、資產剝奪費用、海外差旅費用、訴訟費用、公關費用、危機處理費用、預備調查費用或聲譽維護費用。

### 二、不保事項

#### 4. 除外不保事項

保險人依本保險單對下列情況產生之損失不負賠償責任：

##### 4.1 犯罪行為

基於、肇因於或可歸因於以下事項之損失：

- (i) 任何被保險人之犯罪行為、不誠實或詐欺之作為或不作為，或被保險人故意違反法律；或
- (ii) 被保險個人依法無權取得之任何個人利得或利益，但本除外不保事項不適用於因違反美國《1933 年證券法》第 11 條、第 12 條或第 15(a) 條及其修訂，而對被保險個人提起賠償請求所產生、導致或引起之任何損失部分；惟本除外不保事項僅於要求損失之賠償請求或調查相關之最終判決確立後，方予適用。

#### 4.2 已發生或進行之法律程序

基於、肇因於或可歸因於被保險公司、外部組織或被保險個人，在承保明細表第 5 項所列日期前，已發動或已開始之繫屬中訴訟、先前訴訟或其他法律程序（包括但不限於民事、刑事、法定程序和行政程序或調查），或遭指控、基於或衍生自該繫屬中訴訟、先前訴訟或法律程序終所指控之相同或實質相同之事實或情況。

#### 4.3 已依先前保險單為通報者

基於、肇因於或可歸因於在任何賠償請求、情況或任何調查所指控之任何錯誤行為或一連串相關之錯誤行為，且該錯誤行為於本保險單生效時或生效前，業已依照其他現存或屆期保單通知且經接受者。

#### 4.4 美國地區被保險公司對被保險個人之請求

基於、肇因於或可歸因於在美國或其領土境內由被保險公司或外部組織，或代表其對被保險個人提出之任何賠償請求，惟下列情況不在此限：

- (i) 請求分攤責任或補償之賠償請求，但僅限於該賠償請求係本保險單所承保之其他賠償請求直接導致者；
- (ii) 任何代表被保險公司或外部組織提起或繼續進行之衍生訴訟，且被保險個人、被保險公司或外部組織並無懲息或參與訴訟，除非有法律強制要求者；
- (iii) 任何由清算人、破產管理人或行政接管人，或其他司法轄區法律規定之類似人員所提起或繼續進行之賠償請求
- (iv) 抗辯費用；或
- (v) 指稱有僱傭上錯誤行為。

#### 4.5 有價證券之發行

基於、肇因於或可歸因於在保險期間任何募集或發行有價證券，但該募集或發行總金額等於或低於承保明細表第 7 項所列金額時，本除外不保事項不適用承保範圍 A、B、C 及 D。

#### 4.6 體傷財損

- (i) 任何人之人身傷害、精神疾病、精神損害、精神創傷、疾病或死亡；或
- (ii) 任何財產之毀損或滅失，包括無法使用該財產；

但前述除外不保事項不適用於：

- (a) 無法獲得補償之損失；
- (b) 因僱傭上錯誤行為所導致之精神損害及/或精神創傷；
- (c) 誹謗；或
- (d) 擴大承保事項第 2.14 條「職業安全衛生及業務過失致死」。

#### 4.7 網路公開張貼

基於、肇因於或可歸因於：

- (i) 被保險人於接獲第三人針對發文提出申訴或通知後，疏忽未將網際網路、內部網路或外部網路張貼之發文刪除；或
- (ii) 被保險人或任何員工或第三人在公開網站之任何發文。

但上述除外不保事項僅適用於擴大承保事項第 2.22 條「網路隱私和保密」。

#### 4.8 專業責任

就任何基於、肇因於或可歸因於提供或未能提供專業服務予任何第三人。惟任何指控未能監督該提供或未能提供專業服務之人，而針對被保險人所提出之股東訴訟或集體訴訟，本除外不保事項不予適用。

#### 4.9 產品責任

基於、肇因於或可歸因於任何產品之不作用或作用。

#### 4.10 智慧財產權

基於、肇因於或可歸因於實際或被指稱抄襲或侵害智慧財產權，包括但不限於著作權、商標、商業機密、註冊新式樣或專利。

基於任何除外不保事項之適用目的，任一被保險人之錯誤行為不得推定其他被保險個人亦有之。

基於任何除外不保事項之適用目的，若被保險公司已補償被保險個人，僅該被保險個人之錯誤行為應歸因於被保險公

司所為。

基於任何和承保範圍 C 相關之不保事項之適用目的，承保明細表第 1 項所載公司之財務長、執行長、執行董事、董事長、總經理或其他同等職位之人之任何行為及認知，應推定為被保險公司之行為和認知。

## 金融機構菁英五號董監事暨重要職員責任保險

### 一、承保範圍

#### 1. 承保範圍

- A. 保險人將為被保險個人支付於保險期間內因被保險個人首次遭受賠償請求所生之損失，惟不包括被保險公司已實際償付該損失者。
- B. 保險人將為被保險公司支付於保險期間內因被保險個人首次遭受賠償請求所生之損失，且該損失已由被保險公司實際償付或同意償付者。
- C. 保險人將為被保險公司支付保險期間內首次遭受有價證券賠償請求所生之損失。
- D. 保險人將為被保險人支付調查相關之法律代理費用，及所有已由被保險公司償付之法律代理費用。

#### 2. 擴大承保事項

##### 2.1 無法獲得補償之損失的附加超額上限

在承保明細表第 10 (b) 項記載之累計附加超額上限範圍內，保險人將支付，或代表承保明細表第 1 項所載公司之各董事或監察人或任何從屬公司之獨立董事或獨立監察人支付無法獲得補償之損失，最高金額不超過承保明細表第 10 (a) 項記載之個別附加超額上限，無論該賠償請求、調查是否構成單一賠償請求之一部分，惟下列應優先適用並已耗盡：

- (i) 責任限額；
- (ii) 任何其他董監事暨重要職員責任保險涵蓋該損失之部分；以及
- (iii) 任何其他適用於任一董事或監察人之賠償；

承保明細表第 10 (a) 項之個別附加超額上限，屬於承保明細表第 10 (b) 項累計附加超額上限之一部分，非外加金額。承保明細表第 10 (b) 項之累計附加超額上限，為保險人就本擴大承保事項所承保之損失之最高累計責任限額，不論在本保險單下賠償請求或調查之次數、請求金額或請求之被保險個人人數。承保明細表第 10 (b) 項之累計附加超額上限非責任限額之一部分，為外加金額。

##### 2.2 從屬公司

(i) 於保險期間內，倘被保險公司收購或設立符合下述條件之組織，而該組織成為從屬公司（包括該組織經收購後消滅而由被保險公司繼續營運之情形）：

- (a) 其資產總額低於承保明細表第 6 項記載的收購上限；
- (b) 其有價證券未在美國上市；以及
- (c) 非高風險機構；

則本保險單應自動擴大及於該從屬公司，無須另行通知保險人或支付額外保費，惟承保範圍僅限該組織成為從屬公司後發生之錯誤行為或其他行為。

就擴大承保事項第 2.2 條適用之目的而言，依照美國證券交易管理委員會規則 144A 上市之權益證券，並不構成在美國證券交易所買賣之有價證券之公開上市。

(ii) 在保險期間所收購或設立的任何從屬公司，但不屬於前述 (i) 項者，於收購日或設立日起 60 日之期間內，自動為本保險單所承保，惟僅限該組織成為從屬公司後發生之錯誤行為或其他行為。若取得保險人書面同意，加收相關之額外保費，並修改相關條款和條件後，本保險單於 60 日後仍得擴大承保該從屬公司，惟僅限該組織成為從屬公司後發生之錯誤行為或其他行為。

(iii) 若被保險公司在保險期間之前或當中，出售或解散從屬公司，本保險單應繼續承保該從屬公司，惟僅限出售或解散生效日前發生之錯誤行為或其他行為。

(iv) 保險人僅就一組織是從屬公司當時被保險人所為之錯誤行為或其他行為償付損失。

(v) 保險人得擴大本保險單承保範圍及於被收購組織成為從屬公司前，該組織之被保險個人所為之錯誤行為或其他行為。就本擴大承保事項，保險人得要求額外條款、條件和保費。

##### 2.3 緊急處理費用與開支

被保險個人在抗辯費用、法律代理費用、保釋保證金費用、公關費用、危機處理費用和預備調查費用發生前，若無法

取得保險人的事前書面同意，保險人將免除事前書面同意的規定，但被保險個人應於前述費用首次產生日 30 日內，取得保險人同意。

#### 2.4 退休董監事或重要職員之保險範圍

倘無交易發生，且本保險單未續約或未被任何其他董監事暨重要職員責任保險所取代，或董監事暨重要職員責任保險續約後不再承保退休董監事或重要職員，則本保險單自屆滿日起無限期間內，應擴大承保對任何退休董監事或重要職員所提出之賠償請求或調查，惟僅限於此等人員仍為被保險個人期間所為之錯誤行為或其他行為。

#### 2.5 接管及併購發現期間

若有交易發生，保險人得擴大本保險單承保範圍，納入保險期間屆滿日起 84 個月內，對被保險個人首次提出之賠償請求或首次進行之調查。就前述擴大承保事項，保險人得要求額外條款、條件和保費。

#### 2.6 外部董監事

(i) 本保險單應擴大承保依被保險公司之明確要求，而於任何外部組織擔任董監事、重要職員、受託人、管理人或同等職務者之被保險個人。

(ii) 本擴大承保事項就超過外部組織提供之任何補償金額，以及任何有效且可索償之董監事暨重要職員責任保險已支付外部組織之保險金額之部分，負賠償責任。

(iii) 若外部組織之董監事暨重要職員責任保險係由保險人或安達集團公司之成員公司提供，則本擴大承保事項承保之所有損失累計總額，應扣除已依前述保險單支付外部組織或任何被保險個人之金額。

#### 2.7 管理階層收購

如一從屬公司遭現有管理階層收購而不再隸屬於被保險公司，保險人同意對該從屬公司自遭收購日起 30 日內所發生之錯誤行為或其他行為，維持本保險單效力。若有其他有效保險承保此等錯誤行為或其他行為，則本擴大承保事項不適用。

#### 2.8 稅賦

若承保明細表第 1 項所載公司宣告破產，本保險單下之錯誤行為將擴大納入被保險個人根據相關之破產法規，對於被保險公司之未繳稅款，非因其被指稱有任何錯誤行為，而係基於其身為董監事或重要職員之身分而承擔之個人責任；但若承保明細表第 1 項所載公司違反任何法定納稅責任，係因該被保險個人故意唆使或其具有充分認知並提供協助，則該個人責任不屬於承保範圍。

#### 2.9 保釋保證金費用、危機處理費用、公關費用及聲譽維護費用

本保險單承保之損失包含下列費用：

- (i) 保釋保證金費用；
- (ii) 危機處理費用；
- (iii) 公關費用；或
- (iv) 聲譽維護費用。

#### 2.10 引渡程序

本保險單承保之損失包含下列與引渡程序有關之費用：

- (i) 抗辯費用；
- (ii) 保釋保證金費用；
- (iii) 危機處理費用；
- (iv) 公關費用；
- (v) 聲譽維護費用；或
- (vi) 海外差旅費用。

#### 2.11 訴訟費用

本保險單承保之損失包括因賠償請求或調查產生之訴訟費用。

#### 2.12 民事罰款和民事罰金

於相關法規允許及得承保之範圍內，本保險單承保之損失，包括因賠償請求或調查而依法課予被保險個人之民事罰款和民事罰金（包括行政罰款和行政罰金）。



### 2.13 職業安全衛生及業務過失致死

縱除外不保事項第 4.6 條另有規定，本保險單承保之損失，包括被保險個人因受指控觸犯業務過失致死罪或違反中華民國職業安全衛生法，或其他國外司法轄區任何類似法規，而遭提起之賠償請求或調查，其所產生之抗辯費用和法律代理費用。

### 2.14 資產剝奪

本保險單承保之損失，包括因賠償請求或調查產生之資產剝奪費用。

本擴大承保事項的附屬責任限額為每位被保險個人不得超過 100,000 元。保險人於本擴大承保事項之累計最高賠償責任，不超過美金 500,000 元，不論在本保險單下賠償請求之次數、請求金額或請求之被保險人人數。

### 2.15 預備調查費用

本保險單承保之損失，經保險人事前書面同意，但保險人若無正當理由不得拒絕或遲延同意，包括被保險個人因下列情事直接產生之合理及必要費用、成本和開支（但不包括任何薪酬、時間成本或被保險公司之成本或經常性費用）：

- (i) 任何預備調查；以及
- (ii) 針對預備調查準備書面通知或報告提交予官方機構。

本擴大承保事項適用之附屬責任限額載明於承保明細表第 16 項，且為責任限額之一部分，非額外計算。

### 2.16 國外開放條款

針對僅於國外司法轄區內之賠償請求或調查，保險人就該賠償請求或調查，應適用相較於本保險單條款和條件，對被保險個人更為有利之該國外司法轄區之國外保單條款和條件。然而，本擴大承保事項僅適用本保險單之承保範圍和定義，不適用本保險單任何關於責任限額、附屬責任限額、自負額、其他保險、不續約、訴訟行為、稅賦、理賠申請和爭議解決等條款或條件，亦不適用承保明細表或本保險單附加條款所列任何事項。

### 2.17 賠償被保險公司之股東費用

本保險單擴大承保之損失，包括被保險公司之股東代表被保險公司向任何被保險個人提出賠償請求時，被保險公司在法律規定必須負責之情況及限度內，依法院命令必須償付該被保險公司之股東因而產生之成本、收費和開支。

### 2.18 衍生之調查聽證

本保險單承保之損失，包括董事會（或同等管理機構）之衍生調查費用。

### 2.19 釋義律師 — 國際證券法令

所謂抗辯費用明確包括被保險個人於其本國司法轄區委任律師，就外國司法轄區之律師針對該外國司法轄區內之任何有價證券賠償請求所提出之意見，予以解釋和適用所產生之合理費用和開支。

### 2.20 環境汙染事件

本保險單擴大支付或代被保險個人支付因環境訴訟所生之一切損失，最高附屬責任限額如承保明細表第 14 項所載。該附屬責任限額應另外計算，不屬於責任限額之一部分。

本附加附屬責任限額不適用依擴大承保事項第 2.1 條所恢復之責任限額。

### 2.21 網路隱私和保密

本保險單擴大支付或代被保險個人支付直接因下列事件引起之賠償請求所生之一切損失：

- (i) 任何侵害或干擾隱私權或公開權之行為，包括違反相關法令之資料揭露行為；或
- (ii) 未經授權揭露或使用任何資料形式的機密資訊或資訊，且相關法令限制此等資料之揭露或使用。

本承保範圍應受限於承保明細表第 15 項記載之附屬責任限額，該附屬責任限額應另外計算，不屬於責任限額的一部分。

本附加附屬責任限額不適用依擴大承保事項第 2.1 條所恢復之責任限額。

### 2.22 損害防阻費用

本保險單擴大承保之損失包含被保險人在承保範圍 A 和 B 下之任何損害防阻費用，惟須符合下列條件：

- (i) 被保險人提出證明，令保險人合理相信該損害防阻費用係屬適當且符合比例原則，且可合理防止或減輕潛在之賠償請求；
- (ii) 依第 5.4 條「賠償請求通知、調查及通報可能引起賠償請求之情事」之規定通報導致需支出款項之可能引起賠償請求之情事；
- (iii) 任何行動必須取得保險人事前書面同意（但保險人不得無理拒絕或延遲同意）；

(iv) 保險人償付損害防阻費用之賠償責任，於任何情況下均不得超過若向被保險個人提出賠償請求所產生之損失金額；以及

(v) 證明任何賠償請求係屬本保險單承保範圍，係被保險人之責任。

本擴大承保事項不適用於被保險公司可能對任何被保險個人提起之潛在賠償請求。本承保範圍應受限於承保明細表第 16 項記載之附屬責任限額。

## 2.23 理賠後恢復責任限額

支付損失後，責任限額減少之金額應按照保險人已獲得追償之金額（扣減保險人追償之相關合理費用）予以恢復。

## 2.24 持續承保

縱除外不保事項第 4.2 條另有規定，於符合下列前提下，本保險單對於賠償請求或調查應持續承保：

(i) 該賠償請求或調查本來得依以下保單通知之：

(a) 被保險人首次知悉賠償請求或調查之日時該保險單有效；且

(b) 保單之成立日不早於承保明細表第 5 項所訂日期者。

(ii) 被保險人自承保明細表第 5 項所訂日期起均持續不中斷投保由保險人簽發之董監事暨重要職員責任險；

(iii) 有關賠償請求或調查並無對保險人有未揭露詐欺事件或不實陳述；

(iv) 本擴大承保事項應適用被保險人首次知悉賠償請求或調查時有效保單之條款、條件、除外不保事項和限制（包括承保範圍、承保明細表、責任限額和自負額），但僅限於該先前保險單就該賠償請求或調查提供之承保範圍未超過本保險單。

(v) 被保險人同意僅對保險人簽發之保險單中之其中一張主張賠償請求。

## 2.25 預付費用與開支

在任何賠償請求或調查達成最終裁決前，保險人將於接獲其許可之人所開立之發票或收據之 30 日內預先支付本保險單規定之抗辯費用、法律代理費用、保釋保證金費用、資產剝奪費用、海外差旅費用、訴訟費用、公關費用、危機處理費用、預備調查費用或聲譽維護費用。

## 二、不保事項

### 4. 除外不保事項

保險人依本保險單對下列情況產生之損失不負賠償責任：

#### 4.1 犯罪行為

基於、肇因於或可歸因於以下事項之損失：

(i) 任何被保險人之犯罪行為、不誠實或詐欺之作為或不作為，或被保險人故意違反法律；或

(ii) 被保險個人依法無權取得之任何個人利得或利益，但本除外不保事項不適用於因違反美國《1933 年證券法》第 11 條、第 12 條或第 15(a) 條及其修訂，而對被保險個人提起賠償請求所產生、導致或引起之任何損失部分；惟本除外不保事項僅於要求損失之賠償請求或調查相關之最終判決確立後，方予適用。

#### 4.2 已發生或進行中之法律程序

基於、肇因於或可歸因於被保險公司、外部組織或被保險個人，在承保明細表第 5 項所列日期前，已發動或已開始之繫屬中訴訟、先前訴訟或其他法律程序（包括但不限於民事、刑事、法定程序和行政程序或調查），或遭指控、基於或衍生自該繫屬中訴訟、先前訴訟或法律程序終所指控之相同或實質相同之事實或情況。

#### 4.3 已依先前保險單為通報者

基於、肇因於或可歸因於在任何賠償請求、情況或任何調查所指控之任何錯誤行為或一連串相關之錯誤行為，且該錯誤行為於本保險單生效時或生效前，業已依照其他現存或屆期保單通知且經接受者。

#### 4.4 美國地區被保險公司對被保險個人之請求

基於、肇因於或可歸因於在美國或其領土境內由被保險公司或外部組織，或代表其對被保險個人提出之任何賠償請求，惟下列情況不在此限：

(i) 請求分攤責任或補償之賠償請求，但僅限於該賠償請求係本保險單所承保之其他賠償請求直接導致者；

(ii) 任何代表被保險公司或外部組織提起或繼續進行之衍生訴訟，且被保險個人、被保險公司或外部組織並無懲息或參與訴訟，除非有法律強制要求者；

(iii) 任何由清算人、破產管理人或行政接管人，或其他司法轄區法律規定之類似人員所提起或繼續進行之賠償請求

(iv) 抗辯費用；或

(v) 指稱有僱傭上錯誤行為。

#### 4.5 有價證券之發行

基於、肇因於或可歸因於在保險期間任何募集或發行有價證券，但該募集或發行總金額等於或低於承保明細表第 7 項所列金額時，本除外不保事項不適用承保範圍 A、B、C 及 D。

#### 4.6 體傷財損

- (i) 任何人之身傷害、精神疾病、精神損害、精神創傷、疾病或死亡；或
- (ii) 任何財產之毀損或滅失，包括無法使用該財產；

但前述除外不保事項不適用於：

- (a) 無法獲得補償之損失；
- (b) 因僱傭上錯誤行為所導致之精神損害及/或精神創傷；
- (c) 誹謗；或
- (d) 擴大承保事項第 2.14 條「職業安全衛生及業務過失致死」。

#### 4.7 網路公開張貼

基於、肇因於或可歸因於：

- (i) 被保險人於接獲第三人針對發文提出申訴或通知後，疏忽未將網際網路、內部網路或外部網路張貼之發文刪除；或
- (ii) 被保險人或任何員工或第三人在公開網站之任何發文。

但上述除外不保事項僅適用於擴大承保事項第 2.21 條「網路隱私和保密」。

#### 4.8 專業責任

基於、肇因於或可歸因於提供或未能提供專業服務予任何第三人。惟任何指控未能監督該提供或未能提供專業服務之人，而針對被保險人所提出之股東訴訟或集體訴訟，本除外不保事項不予適用。

基於任何除外不保事項之適用目的，任一被保險人之錯誤行為不得推定其他被保險個人亦有之。

基於任何除外不保事項之適用目的，若被保險公司已補償被保險個人，僅該被保險個人之錯誤行為應歸因於被保險公司所為。

基於任何和承保範圍 C 相關之不保事項之適用目的，承保明細表第 1 項所載公司之財務長、執行長、執行董事、董事長、總經理或其他同等職位之人之任何行為及認知，應推定為被保險公司之行為和認知。

### E114 重大情事附加條款(額外附加限額)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項為不同規定外）：

1. 本保險單之承保範圍擴大及於為被保險公司支付其於保險期間內因首次發生之重大情事所致之所有重大情事損失。

2. 本附加條款下，所使用之名詞定義如下：

「重大情事」係指：

A. 任何非被保險人或非代表被保險人之個人或組織，以公開或私下方式向被保險公司之董監事或重要職員或員工，所為敵意或強行購併之出價或要約，使被保險公司全部或大部分之資產為其他組織、個人、組織團體或個人團體所收購或購買而被合併。

B. 基於被保險公司財務長合理意見，被保險公司股價重大變動係由任何下列事件所導致或可能由其導致：

- (i) 發布被保險公司有債務不履行情事或有意不履行債務之公開訊息；
- (ii) 發布被保險公司進行或有意進行債務重整之公開訊息；
- (iii) 發布被保險公司有延遲給付，或已決定不給付，或有意延遲或不給付預定發放之股利之公開訊息；
- (iv) 發布被保險公司員工過剩或將裁員之公開訊息；
- (v) 發布被保險公司有一位或數位高階經理人員死亡、辭職、中止僱用或解聘之公開訊息；
- (vi) 發布被保險公司或第三人已申請或有意申請結束被保險公司營運之公開訊息；
- (vii) 發布被保險公司已遭遇或可能遭遇訴訟、監理或政府程序之公開訊息；
- (viii) 發布下列情事之公開訊息：

- a. 被保險公司流失重要的客戶或顧客；
- b. 被保險公司喪失其為一方當事人之重要合約；
- c. 被保險公司非預期地喪失商標、著作權或專利權；
- (ix) 發布被保險公司已經或被指控對人身造成體傷、生病、疾病、死亡、精神傷害，或對實體財產造成損害或破壞包括使其無法使用，而導致或可能導致對被保險公司提出之集體訴訟或代表訴訟之公開訊息；
- (x) 發布被保險公司於特定期間之實際或預期收入或營業額遠較下列任一數額為低之公開訊息：
  - a. 被保險公司前一年度同期之收入和營業額；
  - b. 被保險公司先前就該特定期間之收入或營業額所發布之公開訊息或預測；
  - c. 非由被保險公司所僱用、任用或聘用之證券經紀商、基金經理人、投資顧問或其他證券分析師所發布之被保險公司之任何收入或營業額預測；
- (xi) 發布被保險公司非預期地收回或延遲生產重要產品之公開訊息；
- (xii) 發布被保險公司修正先前提供予相關單位之財務報告之公開訊息；
- (xiii) 發布被保險公司已經或有意打銷 20% 或 20% 以上之資產之公開訊息。

重大情事不包括：

- A. 於本保險單生效日前發生之任何法律程序或其他程序；
- B. 於本保險單生效當日或生效日前，任何已依其他現存或已失效之保險單為通知之任何事實、情況、行為、不作為、賠償請求或調查；
- C. 被保險人於本保險單生效日前已知悉，任何可能導致賠償請求或調查之事實、情況、行為或不作為；
- D. 因污染有關之任何身體傷害、財物損害、費用、成本、損失、責任或法律上責任，包括肇因或可歸因於污染之股東或代位賠償請求所致者。

「重大情事損失」係指於重大情事期間或於預期重大情事發生前 90 天內所產生之合理必要費用。不論被保險人或被保險公司是否確實因重大情事受到賠償請求，或於受賠償請求時，不論該費用發生時點係先於或後於任何賠償請求。

「重大情事損失」係關於下列各項之支出：

- A. 重大情事危機管理人提供被保險公司與重大情事相關之重大情事危機管理服務之酬金及費用。
- B. 因處理承保之重大情事，任何被保險人或被保險公司代理人所需之差旅費用。
- C. 因處理承保之重大情事所產生之廣告文宣、印刷或郵寄之費用。

「重大情事危機管理人」係指由被保險公司所延聘，就重大情事提供重大情事危機管理服務之任何危機管理人、公共關係顧問、律師、會計師、證券經紀商、投資顧問或其他個人或組織；

「重大情事危機管理服務」係指重大情事危機管理人為避免或減少被保險公司因重大情事所致之任何實質或潛在負面影響或結果，而對被保險公司所提供之所有諮詢或服務；

「被保險公司股價重大變動」係指被保險公司之股價，依照其掛牌上市之當地國家之證券交易所普通股股價指數為測量標準，其每股股價於 48 小時內跌幅至少超過股價指數變動之 10%。

3. 在本附加條款下，本保險單除外不保事項第 4.6 項予以刪除。

4. 在本附加條款下，應適用下列條件：

- (1) 就本附加條款所承保，因重大情事而產生之所有重大情事損失，本公司所負之最高累積責任限額為美金[填寫金額]元（重大情事責任限額）；此一附屬責任限額係外加於承保明細表第 3 項所列之累積責任限額。
- (2) 被保險公司就本附加條款承保之任何重大情事損失毋須支付任何自負額；
- (3) 被保險公司就重大情事損失支出費用毋須事先取得本公司書面同意；
- (4) 被保險公司應於重大情事首次發生之日起 30 天內以書面通知本公司；
- (5) 重大情事開始於被保險公司之任一董監事或重要職員或員工首次知悉重大情事之日起，終止於重大情事責任限額已耗盡或重大情事危機管理人通知重大情事已告結束時，兩者以較早發生者為準。

本附加條款未約定事項悉依本保險單約定辦理。

### E040 給付及餽贈除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就基於、肇因於或可歸因於下列事由之損失，本公司不負賠償責任：

- (i) 對任何專職或兼職之國內或國外的公務員、代理人、代表人、受僱人、其家族成員或其關係企業所為或為其利益所為之給付、佣金、餽贈、利益、或任何其他贈與；或
- (ii) 對任何被保險公司之客戶或潛在客戶之任何重要職員、董監事、代理人、所有權人、合夥人、代表人、主要股東或受僱人，或任何其家族成員或任何與其相關之組織，或對被保險人所為或為其利益所為之給付、佣金、餽贈、利益、或任何其他贈與；或
- (iii) 國內或國外之政治獻金。

本附加條款未約定事項悉依本保險單約定辦理。

### E002 特定持股比例股東除外不保附加條款—無勸誘行為

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就任何基於、肇因於或可歸因於由持有或控制承保明細表第 1 項所列公司[填寫百分比%]或以上已發行股份之任何人或代其所提出之任何賠償請求造成之損失，本公司不負賠償責任。

惟上述股東所提出之賠償請求，其提起與持續進行係完全獨立且完全沒有來自任何被保險個人或被保險公司之勸誘、協助、積極參與或干預者，本除外不保附加條款不適用之。

本附加條款未約定事項悉依本保險單約定辦理。

### E157 自負額免除附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

倘最終判決判定全數被保險人均無需負擔責任，或無條件且並非以任何被保險人之付款作為對價而自行撤回或依規定撤回請求者，則自負額將不適用於任何抗辯費用或法律代理費用。

本附加條款未約定事項悉依本保險單約定辦理。

### E195 修改被保險公司附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

自{輸入生效日期}起生效，承保明細表第一項被保險公司茲修正如下：{輸入公司名稱}

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

### E134A 公司僱傭上錯誤行為附加條款(適用全世界)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

基於本附加條款適用之目的，本保險單修正及/或新增下列條款：

#### 1. 承保範圍

1. E 保險人將為被保險公司支付，就被保險公司在保險期間或發現期間（如有適用）內首次被指控有僱傭上錯誤行為而遭受賠償請求之所有損失。

#### 3. 定義

3.24 被保險人之定義應包含被保險公司，惟僅限於對被保險公司指稱有僱傭上錯誤行為之賠償請求者。

#### 3.31 損失係指：

- (i) 被保險人就賠償請求，於法律上應負擔之任何損害賠償、裁決金額或和解金額；
- (ii) 抗辯費用；或
- (iii) 依法所允許承保之加諸於被保險公司之加重性、懲罰性及懲戒性之損害賠償，但不包括與僱傭上錯誤行為有關之賠償責任（惟涉及僱傭上錯誤行為而就誹謗所提起之賠償請求，不在此限）；

損失不包括：

- (a) 法律規定之罰金或罰鍰，或其他依法所不得承保者；
- (b) 稅金或與稅金有關之應支付款項；
- (c) 任何裁判之損害賠償中之加倍部分；
- (d) 福利；
- (e) 未來之薪資或工資，包括佣金；
- (f) 任何形式之非金錢禁制令或法令救濟措施，包括但不限於為了使或拒絕使工作場所、營業處所、建築物或其他方面更便利於殘障人士，而進行改建或修繕所發生的費用；及舉辦或拒絕舉辦任何和僱傭關係相關之教育計劃；
- (g) 為了遵循或拒絕遵循任何法院判決或命令讓一僱員重新復職或重新聘僱所產生之成本；但是在被保

險公司被命令讓一僱員復職或重新聘僱之情形下，損失應包括支付予該僱員自被解職或終止僱傭關係起至法院或法庭一審判決期間之薪資(但不含福利)；或

- (h) 被保險人在沒有僱傭上錯誤行為下所需承擔之成本，包括但不限於遣散費或裁員相關之應得權利(包括法令上規定之應得權利(包括給薪或不給薪之休假權利)、終止僱傭契約通知期間相關之給付、依據法令規定所負擔的最低工資、依據書面僱傭契約或任何形式之書面約定所需支付之金額。

3.57 福利係指津貼、附加福利、健康福利、終身健康保險福利、員工或職工福利計劃或退休金計劃所需支付之金額、股票或股票選擇權或任何其他有權購買、取得或出售股票之權利、獎勵或遞延補償、或任何其他非基本薪資而支付或有義務支付予僱員或董事或經理人之金額。

3.58 僱員係指依其個人身分簽訂契約為被保險公司提供服務之人(為避免疑義，包括實習生、臨時工、兼職人員、季節工、志工或僅為獲取工作經驗之人員)，但不包括董事、經理人、承攬人、派遣人員或借調人員。

3.59 承攬人係指透過合約而提供被保險公司服務之自然人，或提供被保險公司任何專業或業務服務而使得被保險公司成為其客戶或顧客之自然人。

3.60 派遣人員係指透過第三人之派遣而為被保險公司提供服務之自然人，無論其是否和被保險公司直接有契約關係。

3.61 借調人員係指被第三人指派至被保險公司暫時性從事定期工作之自然人。

#### 4. 除外不保事項

4.2 基於、肇因於或可歸因於被保險公司、外部組織或被保險個人，在下列保險條件第 5(iii) 項所列日期前，已發動或已開始之繫屬中訴訟、先前訴訟或其他法律程序(包括但不限於民事、刑事、法定程序和行政程序或調查)，或遭指控、基於或衍生自該繫屬中訴訟、先前訴訟或法律程序終所指控之相同或實質相同之事實或情況。

4.8 基於、肇因於或可歸因於被保險公司於明示的僱傭契約或協議下應負之賠償責任，除非在該僱傭契約或協議不存在的情況下，被保險公司亦須負賠償責任者。

基於、肇因於或可歸因於任何依據殘障福利、失業救濟或補償、國家保險、退休福利、社會安全福利、衛生安全法及任何其他司法管轄區域之類似法令、普通法或成文法而於法律上應負擔之義務；但本除外不保事項不適用於因報復所產生之賠償請求。

4.10 基於、肇因於或可歸因於集體談判、集體協議和工會會員，為避免疑義，賠償請求肇因於明訂或隱含表示於集體協議中之合約條款亦除外不保；但本除外不保事項不適用於因報復所產生之賠償請求。

4.11 基於、肇因於或可歸因於任何實際或被指稱違反美國及任何其屬地之 1974 年《退休員工收入保障法》(不含第 510 條)、《公平勞工標準法》(不含工資平等法案)、《全國勞資關係法》、《員工調整和再訓練通知法》、1985 年《統一綜合預算調整法》、《職業安全與健康法》及其相關法規命令與其後之修正所規範之責任、義務或職責。本除外不保事項不適用於報復之賠償請求。

#### 5. 保險條件

(i) 就被保險公司之僱傭上錯誤行為而導致之所有賠償請求，保險人所負之最高累積責任限額為[填寫金額]元；此一附屬限額為承保明細表第 3 項所列之累計責任限額的一部分。

(ii) 保險人就本附加條款承保之損失，僅須就超過每一賠償請求之自負額部份負賠償責任：

(a) 任一在美國法院管轄範圍內之賠償請求或在美國境內和解之賠償請求，其自負額為[填寫金額]元。

(b) 任一在美國以外地區之賠償請求，其自負額為[填寫金額]元。

(iii) 以下文字新增於承保明細表第 5 項：

賠償請求起算日：

[dd/mm/yyyy] 針對公司僱傭上錯誤行為

本附加條款未約定事項悉依本保險單約定辦理。

菁英五號董監事暨重要職員責任保險

### E212 智慧財產權除外不保附加條款-承保股東訴訟

#### 第一條 承保範圍

茲經雙方同意如下(除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

本保險單第 4.10 條除外不保事項之內容完全刪除並以下列規定取代：

4.10 基於、肇因於或可歸因於實際或被指稱抄襲或侵害智慧財產權，包括但不限於著作權、商標、商業機密、註冊新式樣或專利。

惟單純基於或肇因於任何指控被保險個人疏於行使監督或管理職責，而由被保險公司股東或代其所提出任何賠償請求之損失，本除外不保附加條款不予適用。

## 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定。

### 菁英五號董監事暨重要職員責任保險

#### E213 產品責任除外不保附加條款- 承保股東訴訟

##### 第一條 承保範圍

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 4.9 條除外不保事項之內容完全刪除並以下列規定取代：

4.9 基於、肇因於或可歸因於任何產品之不作用或作用。

惟單純基於或肇因於任何指控被保險個人疏於行使監督或管理職責，而由被保險公司股東或代其所提出任何賠償請求之損失，本除外不保條款不予適用。

##### 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定。

### 菁英五號董監事暨重要職員責任保險

#### E155 變更持續承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 2.25 條持續承保完全刪除而由下述約定所取代：

##### 2.25 持續承保

縱除外不保事項第 4.2 條另有規定，於符合下列前提下，本保險單對於賠償請求或調查應持續承保：

(i) 該賠償請求或調查本來得依以下保險單通知之：

(a) 被保險人首次知悉賠償請求或調查時有效之保險單；且

(b) 該保險單之成立日不早於承保明細表第 5 項所訂日期者。

(ii) 被保險人自承保明細表第 5 項所訂日期起均持續不中斷投保由保險人或其他保險人簽發之董監事暨重要職員責任險

(iii) 有關賠償請求或調查並無對保險人有未揭露詐欺事件或不實陳述

(iv) 本擴大承保事項應適用本保險單之條款、條件、除外不保事項和限制（包括承保範圍、承保明細表、責任限額和自負額），但僅限於本保險單就該賠償請求或調查提供之承保範圍未超過被保險人首次知悉賠償請求或調查時之有效保險單；且本保險單之責任限額於賠付本擴大承保事項所承保之賠償請求或調查將因而降低；且

(v) 保險人僅根據本保險單所約定之承保比例負擔賠償責任。

(vi) 被保險人同意僅對保險人簽發之保險單中之其中一張主張賠償請求

本附加條款未約定事項悉依本保險單約定辦理。

#### E016 公開誹謗除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就任何直接或間接基於、肇因於或可歸因於被保險個人或其代表，無論事實上或遭指控，以廣播或公開的方式為誹謗公然侮辱、抄襲或侵害隱私權、著作權或侵犯有關隱私或著作所含之權利而導致之損失，保險人不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

#### E038 共保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

當提及保險人時，視為指下列保險人。但其各自僅以下述承保比例為限負其責任。每一保險人僅負個別責任而非共同連帶責任，所負責任僅限於各自承擔之比例。若有一保險人未履行其全部或部分義務時，不論其理由為何，其他保險人對該保險人承保之比例不負責任。首席保險人（下列第一位保險人）業經其他保險人授權，代表其簽署本保險單與附加條款。

#### E025 視為被保險公司之從屬公司附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

[填寫公司名稱]自[填寫日期]起，視為承保明細表第一項所列公司之從屬公司。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英五號董監事暨重要職員責任保險**  
**E156 修改刑事抗辯費用附屬責任限額附加條款**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

保險人對任何刑事起訴或程序之抗辯費用所負所有累積責任限額為美金[填寫金額]元；此一附屬限額為承保明細表第三項所列之累計責任限額的一部分。

但本附加條款於下列情形不適用：

- (a) 被保險公司因失去清償能力而無力預先支付或補償時；或
- (b) 被保險個人獲不起訴處分確定或無罪判決確定。

被保險公司及被保險個人應持續提供保險人合理要求之資訊和協助。

本附加條款未約定事項悉依本保險單約定辦理。

**菁英五號董監事暨重要職員責任保險**  
**E134 公司僱傭上錯誤行為附加條款(適用全世界)**

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

基於本附加條款適用之目的，本保險單修正及/或新增下列條款：

**1. 承保範圍**

1. E 保險人將為被保險公司支付，就被保險公司在保險期間內首次被指控有僱傭上錯誤行為而遭受賠償請求之所有損失。

**3. 定義**

3.24 被保險人之定義應包含被保險公司，惟僅限於對被保險公司指稱有僱傭上錯誤行為之賠償請求者。

3.31 損失係指：

- (iv) 被保險人就賠償請求，於法律上應負擔之任何損害賠償、裁決金額或和解金額；
- (v) 抗辯費用；或
- (vi) 依法所允許承保之加諸於被保險公司之加重性、懲罰性及懲戒性之損害賠償，但不包括與僱傭上錯誤行為有關之賠償責任（惟涉及僱傭上錯誤行為而就誹謗所提起之賠償請求，不在此限）；

損失不包括：

- (y) 法律規定之罰金或罰鍰，或其他依法所不得承保者；
- (z) 稅金或與稅金有關之應支付款項；
- (aa) 任何裁判之損害賠償中之加倍部分；
- (bb) 福利；
- (cc) 未來之薪資或工資，包括佣金；
- (dd) 任何形式之非金錢禁制令或法令救濟措施，包括但不限於為了使或拒絕使工作場所、營業處所、建築物或其他方面更便利於殘障人士，而進行改建或修繕所發生的費用；及舉辦或拒絕舉辦任何和僱傭關係相關之教育計劃；
- (ee) 為了遵循或拒絕遵循任何法院判決或命令讓一僱員重新復職或重新聘僱所產生之成本；但是在被保險公司被命令讓一僱員復職或重新聘僱之情形下，損失應包括支付予該僱員自被解職或終止僱傭關係起至法院或法庭一審判決期間之薪資(但不含福利)；或
- (ff) 被保險人在沒有僱傭上錯誤行為下所需承擔之成本，包括但不限於遣散費或裁員相關之應得權利、法令上規定之應得權利(包括給薪或不給薪之休假權利)、終止僱傭契約通知期間相關之給付、依據法令規定所負擔的最低工資、依據書面僱傭契約或任何形式之書面約定所需支付之金額。

3.57 福利係指津貼、附加福利、健康福利、終身健康保險福利、員工或職工福利計劃或退休金計劃所需支付之金額、股票或股票選擇權或任何其他有權購買、取得或出售股票之權利、獎勵或遞延補償、或任何其他非基本薪資而支付或有義務支付予僱員或董事或經理人之金額。

3.58 僱員係指依其個人身分簽訂契約為被保險公司提供服務之人(為避免疑義，包括實習生、臨時工、兼職人員、季節工、志工或僅為獲取工作經驗之人員)，但不包括董事、聘僱於美國或於美國工作之經理人、承攬人、派遣人員或借調人員。

3.59 承攬人係指透過合約而提供被保險公司服務之自然人，或提供被保險公司任何專業或業務服務而使得被保險公司成為其客戶或顧客之自然人。

3.60 派遣人員係指透過第三人之派遣而為被保險公司提供服務之自然人，無論其是否和被保險公司直接有契約關係。



3.61 借調人員係指被第三人指派至被保險公司暫時性從事定期工作之自然人。

#### 4. 除外不保事項

4.2 基於、肇因於或可歸因於被保險公司、外部組織或被保險個人，在下列保險條件第 5(iii) 項所列日期前，已發動或已開始之繫屬中訴訟、先前訴訟或其他法律程序（包括但不限於民事、刑事、法定程序和行政程序或調查），或遭指控、基於或衍生自該繫屬中訴訟、先前訴訟或法律程序終所指控之相同或實質相同之事實或情況。

4.8 基於、肇因於或可歸因於被保險公司於明示的僱傭契約或協議下應負之賠償責任，除非在該僱傭契約或協議不存在的情況下，被保險公司亦須負賠償責任者。

4.9 基於、肇因於或可歸因於任何依據殘障福利、失業救濟或補償、國家保險、退休福利、社會安全福利、衛生安全法規及任何其他司法管轄區域之類似法令、普通法或成文法而於法律上應負擔之義務；但本除外不保事項不適用於因報復所產生之賠償請求。

4.10 基於、肇因於或可歸因於集體談判、集體協議和工會會員，為避免疑義，賠償請求肇因於明訂或隱含表示於集體協議中之合約條款亦除外不保；但本除外不保事項不適用於因報復所產生之賠償請求。

#### 5. 保險條件

(i) 就被保險公司之僱傭上錯誤行為而導致之所有賠償請求，保險人所負之最高累積責任限額為美金[填寫金額]元；此一附屬限額為承保明細表第 3 項所列之累計責任限額的一部分。

(ii) 保險人就本附加條款承保之損失，僅須就超過每一賠償請求之自負額部份負賠償責任：

(g) 任一在美國法院管轄範圍內之賠償請求或在美國境內和解之賠償請求，其自負額為美金[填寫金額]元。

(h) 任一在美國以外地區之賠償請求，其自負額為美金[填寫金額]元。

(iii) 以下文字新增於承保明細表第 5 項：

賠償請求起算日： [dd/mm/yyyy] 針對公司僱傭上錯誤行為

本附加條款未約定事項悉依本保險單約定辦理。

### E023 特定組織除外不保附加條款 - 由其提起或其所遭受之賠償請求

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

任何對於[填入特定公司名稱]及其從屬公司或其董監事或重要職員或受僱人基於在該特定組織之職位遭受任何賠償請求或調查，保險人就相關損失不負賠償責任。

此外，任何直接或間接由[填入特定公司名稱]及其從屬公司或其董監事或重要職員或受僱人所提起或代表其所提起之任何賠償請求，保險人就相關損失不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

#### E020 特定事件除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就任何基於、肇因於或可歸因於與[填寫特定之除外不保事件]相關之賠償請求或調查所生之損失，本公司不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

#### E027 新收購從屬公司溯及承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

[經支付額外保險費 [填入金額]元為對價，]即使本保險單定義第 3.54 條「從屬公司」及擴大承保第 2.3 條「從屬公司」另有規定，本保險單擴大承保就 [填寫公司名稱]成為從屬公司之前，其董監事、重要職員或受僱人所為之錯誤行為所致之賠償請求或所為之行為。

惟被保險人就本公司所詢問之事實及情事應為具體揭露，並確保所提供之資訊無任何詐欺、不揭露或不實陳述。

本附加條款未約定事項悉依本保險單約定辦理。

### 金融機構菁英五號董監事暨重要職員責任保險

#### E134 公司僱傭上錯誤行為附加條款(適用全世界)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

基於本附加條款適用之目的，本保險單修正及/或新增下列條款：

#### 1. 承保範圍

1.E 保險人將為被保險公司支付，就被保險公司在保險期間內首次被指控有僱傭上錯誤行為而遭受賠償請求之所有損失。

#### 3. 定義

3.24 被保險人之定義應包含被保險公司，惟僅限於對被保險公司指稱有僱傭上錯誤行為之賠償請求者。

3.31 損失係指：

- (i) 被保險人就賠償請求，於法律上應負擔之任何損害賠償、裁決金額或和解金額；
- (ii) 抗辯費用；或
- (iii) 依法所允許承保之加諸於被保險公司之加重性、懲罰性及懲戒性之損害賠償，但不包括與僱傭上錯誤行為有關之賠償責任（惟涉及僱傭上錯誤行為而就誹謗所提起之賠償請求，不在此限）；

損失不包括：

- (gg) 法律規定之罰金或罰鍰，或其他依法所不得承保者；
- (hh) 稅金或與稅金有關之應支付款項；
- (ii) 任何裁判之損害賠償中之加倍部分；
- (jj) 福利；
- (kk) 未來之薪資或工資，包括佣金；
- (ll) 任何形式之非金錢禁制令或法令救濟措施，包括但不限於為了使或拒絕使工作場所、營業處所、建築物或其他方面更便利於殘障人士，而進行改建或修繕所發生的費用；及舉辦或拒絕舉辦任何和僱傭關係相關之教育計劃；
- (mm) 為了遵循或拒絕遵循任何法院判決或命令讓一僱員重新復職或重新聘僱所產生之成本；但是在被保險公司被命令讓一僱員復職或重新聘僱之情形下，損失應包括支付予該僱員自被解職或終止僱傭關係起至法院或法庭一審判決期間之薪資（但不含福利）；或
- (nn) 被保險人在沒有僱傭上錯誤行為下所需承擔之成本，包括但不限於遣散費或裁員相關之應得權利、法令上規定之應得權利（包括給薪或不給薪之休假權利）、終止僱傭契約通知期間相關之給付、依據法令規定所負擔之最低工資、依據書面僱傭契約或任何形式之書面約定所需支付之金額。

3.58 福利係指津貼、附加福利、健康福利、終身健康保險福利、員工或職工福利計劃或退休金計劃所需支付之金額、股票或股票選擇權或任何其他有權購買、取得或出售股票之權利、獎勵或遞延補償、或任何其他非基本薪資而支付或有義務支付予僱員或董事或經理人之金額。

3.59 僱員係指依其個人身分簽訂契約為被保險公司提供服務之人（為避免疑義，包括實習生、臨時工、兼職人員、季節工、志工或僅為獲取工作經驗之人員），但不包括董事、聘僱於美國或於美國工作之經理人、承攬人、派遣人員或借調人員。

3.60 承攬人係指透過合約而提供被保險公司服務之自然人，或提供被保險公司任何專業或業務服務而使得被保險公司成為其客戶或顧客之自然人。

3.61 派遣人員係指透過第三人之派遣而為被保險公司提供服務之自然人，無論其是否和被保險公司直接有契約關係。

3.62 借調人員係指被第三人指派至被保險公司暫時性從事定期工作之自然人。

#### 4. 除外不保事項

4.2 基於、肇因於或可歸因於被保險公司、外部組織或被保險個人，在下列保險條件第 5(iii) 項所列日期前，已發動或已開始之繫屬中訴訟、先前訴訟或其他法律程序（包括但不限於民事、刑事、法定程序和行政程序或調查），或遭指控、基於或衍生自該繫屬中訴訟、先前訴訟或法律程序終所指控之相同或實質相同之事實或情況。

4.8 基於、肇因於或可歸因於被保險公司於明示的僱傭契約或協議下應負之賠償責任，除非在該僱傭契約或協議不存在的情況下，被保險公司亦須負賠償責任者。

4.9 基於、肇因於或可歸因於任何依據殘障福利、失業救濟或補償、國家保險、退休福利、社會安全福利、衛生安全法規及任何其他司法管轄區域之類似法令、普通法或成文法而於法律上應負擔之義務；但本除外不保事項不適用於因報復所產生之賠償請求。

4.10 基於、肇因於或可歸因於集體談判、集體協議和工會會員，為避免疑義，賠償請求肇因於明訂或隱含表示於集體協議中之合約條款亦除外不保；但本除外不保事項不適用於因報復所產生之賠償請求。

#### 5. 保險條件

(i) 就被保險公司之僱傭上錯誤行為而導致之所有賠償請求，保險人所負之最高累積責任限額為美金[填寫金額]

元；此一附屬限額為承保明細表第 3 項所列之累計**責任限額**的一部分。

(ii) **保險人**就本附加條款承保之**損失**，僅須就超過每一**賠償請求**之自負額部份負賠償責任：

(i) 任一在美國法院管轄範圍內之**賠償請求**或在美國境內和解之**賠償請求**，其自負額為美金 [填寫金額] 元。

(j) 任一在美國以外地區之**賠償請求**，其自負額為美金 [填寫金額] 元。

(iii) 以下文字新增於承保明細表第 5 項：

**賠償請求起算日**： [dd/mm/yyyy] 針對公司僱傭上錯誤行為

本附加條款未約定事項悉依**本保險單**約定辦理。

### 金融機構菁英五號董監事暨重要職員責任保險 E134A 公司僱傭上錯誤行為附加條款(適用全世界)

茲經雙方同意如下（除本**保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

基於本附加條款適用之目的，本**保險單**修正及/或新增下列條款：

#### 1. 承保範圍

1. E **保險人**將為**被保險公司**支付，就被**保險公司**在**保險期間**內首次被指控有**僱傭上錯誤行為**而遭受**賠償請求**之所有損失。

#### 3. 定義

3.24 **被保險人**之定義應包含**被保險公司**，惟僅限於對**被保險公司**指稱有**僱傭上錯誤行為**之**賠償請求者**。

3.31 **損失**係指：

(i) **被保險人**就**賠償請求**，於法律上應負擔之任何損害賠償、裁決金額或和解金額；

(ii) **抗辯費用**；或

(iii) 依法所允許承保之加諸於**被保險公司**之加重性、懲罰性及懲戒性之損害賠償，但不包括**僱傭上錯誤行為**有關之賠償責任（惟涉及**僱傭上錯誤行為**而就誹謗所提起之**賠償請求**，不在此限）；

**損失**不包括：

(a) 法律規定之罰金或罰鍰，或其他依法所不得承保者；

(b) 稅金或與稅金有關之應支付款項；

(c) 任何裁判之損害賠償中之加倍部分；

(d) **福利**；

(e) 未來之薪資或工資，包括佣金；

(f) 任何形式之非金錢禁制令或法令救濟措施，包括但不限於為了使或拒絕使工作場所、營業處所、建築物或其他方面更便利於殘障人士，而進行改建或修繕所發生的費用；及舉辦或拒絕舉辦任何和僱傭關係相關之教育計劃；

(oo) 為了遵循或拒絕遵循任何法院判決或命令讓一**僱員**重新復職或重新聘僱所產生之成本；但是在**被保險公司**被命令讓一**僱員**復職或重新聘僱之情形下，**損失**應包括支付予該**僱員**自被解職或終止僱傭關係起至法院或法庭一審判決期間之薪資（但不含**福利**）；或

(pp) **被保險人**在沒有**僱傭上錯誤行為**下所需承擔之成本，包括但不限於遣散費或裁員相關之應得權利、法令上規定之應得權利（包括給薪或不給薪之休假權利）、終止僱傭契約通知期間相關之給付、依據法令規定所負擔的最低工資、依據書面僱傭契約或任何形式之書面約定所需支付之金額。

3.58 **福利**係指津貼、附加福利、健康福利、終身健康保險福利、員工或職工福利計劃或退休金計劃所需支付之金額、股票或股票選擇權或任何其他有權購買、取得或出售股票之權利、獎勵或遞延補償、或任何其他非基本薪資而支付或有義務支付予**僱員**或董事或經理人之金額。

3.59 **僱員**係指依其個人身分簽訂契約為**被保險公司**提供服務之人（為避免疑義，包括實習生、臨時工、兼職人

員、季節工、志工或僅為獲取工作經驗之人員)，但不包括董事、聘僱於美國或於美國工作之經理人、承攬人、派遣人員或借調人員。

3.60 承攬人係指透過合約而提供被保險公司服務之自然人，或提供被保險公司任何專業或業務服務而使得被保險公司成為其客戶或顧客之自然人。

3.61 派遣人員係指透過第三人之派遣而為被保險公司提供服務之自然人，無論其是否和被保險公司直接有契約關係。

3.62 借調人員係指被第三人指派至被保險公司暫時性從事定期工作之自然人。

#### 4. 除外不保事項

4.2 基於、肇因於或可歸因於被保險公司、外部組織或被保險個人，在下列保險條件第5(iii)項所列日期前已發動或已開始之繫屬中訴訟、先前訴訟或其他法律程序（包括但不限於民事、刑事、法定程序和行政程序或調查），或遭指控、基於或衍生自該繫屬中訴訟、先前訴訟或法律程序終所指控之相同或實質相同之事實或情況。

4.8 基於、肇因於或可歸因於被保險公司於明示的僱傭契約或協議下應負之賠償責任，除非在該僱傭契約或協議不存在的情況下，被保險公司亦須負賠償責任者。

4.9 基於、肇因於或可歸因於任何依據殘障福利、失業救濟或補償、國家保險、退休福利、社會安全福利、衛生安全法規及任何其他司法管轄區域之類似法令、普通法或成文法而於法律上應負擔之義務；但本除外不保事項不適用於因報復所產生之賠償請求。

4.10 基於、肇因於或可歸因於集體談判、集體協議和工會會員，為避免疑義，賠償請求肇因於明訂或隱含表示於集體協議中之合約條款亦除外不保；但本除外不保事項不適用於因報復所產生之賠償請求。

4.11 基於、肇因於或可歸因於任何實際或被指稱違反美國及任何其屬地之1974年《退休員工收入保障法》(不含第510條)、《公平勞工標準法》(不含工資平等法案)、《全國勞資關係法》、《員工調整和再訓練通知法》1985年《統一綜合預算調整法》、《職業安全與健康法》及其相關法規命令與其後之修正所規範之責任、義務或職責。本除外不保事項不適用報復之賠償請求。

#### 5. 保險條件

(i) 就被保險公司之僱傭上錯誤行為而導致之所有賠償請求，保險人所負之最高累積責任限額為美金[填寫金額]元；此一附屬限額為承保明細表第3項所列之累計責任限額的一部分。

(ii) 保險人就本附加條款承保之損失，僅須就超過每一賠償請求之自負額部份負賠償責任：

(k) 任一在美國法院管轄範圍內之賠償請求或在美國境內和解之賠償請求，其自負額為美金[填寫金額]元。

(l) 任一在美國以外地區之賠償請求，其自負額為美金[填寫金額]元。

(iii) 以下文字新增於承保明細表第5項：

賠償請求起算日： [dd/mm/yyyy] 針對公司僱傭上錯誤行為

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

#### E154 跨國性保險計劃附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

儘管本保險單有任何其他不同約定，本附加條款約定如下：

##### 第一條 承保範圍

A. 依照適用法規應投保當地保險單然而在海外組織或從屬公司董事發生海外組織損失前，該保險單實際上尚未簽發者；或

B. 當地保險單已簽發然而因任何原因未賠付海外組織損失（“保險條件差異 DIC cover”）；或

C. 當地保險單已簽發然而其責任限額因支付海外組織損失而已耗盡者（“保險限額差異 DIL cover”）：

1. 保險人將：

a. 未被公務機關禁止之範圍下，在從屬公司董事及保險人雙方接受之司法管轄地區為海外組織之從屬公司董事支付從屬公司董事損失。

b. 為第一順位被保險人支付等同於以下金額之承保損失：

i. 當發生海外組織損失時該海外組織為從屬公司，則支付海外組織損失；

- ii. 當發生海外組織損失時，第一順位被保險人之所有權權益為控制性股權時，則支付海外組織損失；
- iii. 基於以上兩點約定，當發生海外組織損失時，該海外組織並非從屬公司，或第一順位被保險人之所有權權益並非為控制性股權時，則支付海外組織損失乘上所有權權益部分。

2. 當發生損失時海外組織並非為從屬公司，或第一順位被保險人並無所有權權益或其所有權權益並非為控制性股權，但第一順位被保險人或涉入其中之從屬公司依法須補償海外組織之海外組織損失(即有“義務”)，則在第一順位被保險人有義務支付之前提下，保險人將為第一順位被保險人支付金額等同於海外組織損失之承保損失。在其他情形下，應適用本保險單之條款及條件。

## 第二條 保險條件

9. 保險人就本保險單所承保的所有損失，所負擔之累積責任限額為承保明細表第3項所列之責任限額，不因賠償請求之次數或提出請求之被保險人人數而有不同。
10. 當當地保險單已簽發時，於計算本附加條款應付之損失時應扣除任何依當地保險單所支付之海外組織損失。
11. 依本保險單及任何當地保險單或任何保險組合所支付之所有金額不應超過承保明細表上第3項所列之責任限額。
12. 當保險人(以自己名義或代表任何當地保險單之保險人)依本保險單及任何當地保險單或任何保險組合，已經或應負擔之賠款總額超過承保明細表上第3項所列之責任限額時，則第一順位被保險人應返還保險人已支付超過責任限額之部分，及補償保險人支付超過責任限額之部分。
19. 第一順位被保險人於收到保險人通知7日內應依據上述第4點支付款項予保險人。第一順位被保險人應於支付款項時，就已逾期之款項加計月息以LIBOR加2%之利息。
20. 當當地保險單已簽發時，其適用之任何自負額不應超過承保明細表第4項所列之自負額。
21. 倘本附加條款之任何條款在任何相關司法管轄地區被認為無效或無執行力時，不因此導致在其他司法管轄地區亦為無效或無執行力。
22. 保險人將依據本保險單所有的條件及條款將任何海外組織損失視為第一順位被保險人所遭受之海外組織損失。
23. 海外組織已知之情事應被視為第一順位被保險人已知。
24. 第一順位被保險人在保險人的要求下，應：
- 以自己的名義但以保險人的費用，經保險人同意聘僱在海外組織損失發生之司法管轄地區合格之損失理算專家(“損失公證人”)以理算海外組織損失；
  - 在適用法規允許下，授予保險人與損失公證人合作的完整權利；
  - 授權保險人可取得損失公證人製作的任何檔案；及
  - 有權控制海外組織損失之調查、理算、抗辯及償付金額，包括取得帳冊、檔案、票據、收據、證明書及其他資料。
25. 在海外組織適用的法律及/或法規允許的範圍下，第一順位被保險人應盡最大的努力以確保海外組織應為、同意並允許去完成所有保險人認為必需或合理要求之行為及事項，目的在於執行權利及補救、或先於當地保險單之保險公司而向其他當事人取得救濟、補償或償付金額。

若保險人因為海外組織損失已經支付損失給第一順位被保險人，第一順位被保險人應在相關的海外組織取得追償額後立即將等值的金額支付予保險人。

## 第三條 其他約定事項

在未被公務機關禁止之範圍內，針對通報於當地保險單且於海外司法管轄地區可支付之受承保之賠償請求，保險人之從屬公司或關係企業將會尋求本保險單中對當地保險單下之被保險人較有利之條件及條款(及相關規定)以適用之。但本部分不適用於本保險單中關於責任限額(基層、超額或附屬責任限額)、自負額、未續保、抗辯義務、有限額或無限額之抗辯費用、稅務、法令遵循、或任何索賠基礎或發生基礎制之規定。

## 第四條 定義

控制性持股	係指對於海外組織之所有權權益(i) 大於50% 或(ii)大於15%且為最大股東。
第一順位被保險人	係指係指承保明細表所列的第一家公司
海外組織	係指第一順位被保險人對於一組織(位於保險人不具證照或無授權可承保該組織之地區)有經濟利益以致於可因為該海外組織之營運而於財務上受益，或因該海外組織或其商業活動之損失、損害或責任而受到損害。
海外組織損失	係指海外組織所發生或支付之損失，且於本保險單之條件條款下，包括但不限於除外不保事項及限制，被視為可承保之損失。
承保損失	係指第一順位被保險人因為海外組織依法為從屬公司董事補償海外組織損失而遭受之經濟利益之減少，不論是直接或是間接透過從屬公司所造成的。
當地保險單	係指海外組織向在其所處之司法管轄區域內被授權、被允許可簽發或

支付賠款之保險公司購買之董監事責任保險。當地保險單如以下所列：

公司 國家  
保單號碼

公務機關  
所有權權益

係指何主管機關，政府，政府部門，政府、司法或行政機關。

係指**第一順位被保險人**持有**海外組織**之股權比例，不論是直接或間接持有。

從屬公司董事

係指**被保險個人**，且基於**海外組織**之委任，而擔任其**外部組織**之董監事、經理人、受託人、理事或其他相當職位之人。

從屬公司董事損失

係指**從屬公司董事**發生之損失，且在**本保險單**之條款條件下(包括但不限於除外不保事項及限制)被視為可承保之損失。

#### 第五條 條款之適用

本附加條款所記載之事項，如與本**保險單**條款抵觸時，依本附加條款約定辦理，其他事項仍適用本**保險單**條款之約定

#### E158 視為被保險公司之外部組織附加條款

茲經雙方同意如下(除本**保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

基於本附加條款適用目的，自以下所列生效日起，即使以下列名公司及其從屬公司符合承保明細表第一項所列**被保險公司**之**從屬公司**定義，**本公司**對其不負擔從屬公司之賠償責任，而係將其視為承保明細表第一項所列**被保險公司**之**外部組織**而負擔賠償責任。

列名公司： 生效日：  
[填入公司名稱] [填入日期]

本附加條款未約定事項悉依本**保險單**約定辦理。

#### 菁英五號董監事暨重要職員責任保險

#### E159 共用責任限額附加條款-危機處理費用、公關費用及聲譽維護費用

茲經雙方同意如下(除本**保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

**本公司**支付予**被保險個人**或代其支付所有**危機處理費用、公關費用及聲譽維護費用**之合併累積責任限額為 US\$

本附加條款不應解釋為增加承保明細表第三項所列之**責任限額**。

本附加條款未約定事項悉依本**保險單**約定辦理。

#### 菁英五號董監事暨重要職員責任保險

#### E160 董監事及重要職員附加超額上限附加條款

茲經雙方同意如下(除本**保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

本**保險單**第2.2條「無法獲得補償之損失的附加超額上限」內容完全刪除並以下列約定取代：

#### 2.2 無法獲得補償之損失的附加超額上限

在承保明細表第 10 (b) 項記載之累計附加超額上限範圍內，**保險人**將支付或代表**被保險公司**之各**董監事**或**重要職員**支付**無法獲得補償之損失**，最高金額不超過承保明細表第 10 (a) 項記載之個別附加超額上限，無論該**賠償請求、調查**是否構成**單一賠償請求**之一部分；惟下列應優先適用並已耗盡：

- (i) **責任限額**；
- (ii) 任何其他董監事暨重要職員責任保險涵蓋該**損失**之部分；以及
- (iii) 任何其他適用於任一董事或監察人之賠償；

承保明細表第 10 (a) 項之個別附加超額上限，屬於承保明細表第 10 (b) 項累計附加超額上限之一部分，非外加金額。

承保明細表第 10 (b) 項之累計附加超額上限，為**保險人**就本擴大承保事項所承保之**損失**之最高累計責任限額，不論依本**保險單**為**賠償請求**或**調查**之次數、請求金額或請求之**被保險個人**人數。承保明細表第 10 (b) 項之累計附加超額上限非**責任限額**之一部分，為外加金額。

本擴大承保事項條款不適用依擴大承保事項第 2.1 條所恢復之**責任限額**。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英五號董監事暨重要職員責任保險

##### E161 修改其他保險附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 5.8 條「其他保險」完全刪除而為下述約定所取代：

##### 5.8 其他保險

若被保險人依任何其他保險（但就本保險單所安排之超額責任保險不在此限），有權或可能有權（若無本保險單存在）就任何得依本保險單申請理賠之任何賠償請求或調查或其他事項獲得賠付，保險人僅就損失超過其他保險單償付或可能償付（若無本保險單之存在）之部分，負賠償責任；其他保險單包括但不限於[填入公司名稱及保單號碼]。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英五號董監事暨重要職員責任保險

##### E162 移除制裁附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 5.15 條「制裁」完全刪除。

本附加條款未約定事項悉依本保險單約定辦理。

#### 金融機構菁英五號董監事暨重要職員責任保險

##### E124 洗錢除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就本保險單中任何基於、肇因於或可歸因於與任何實際或被指稱洗錢或相關金融犯罪造成之損失，本公司不負賠償責任。

基於本附加條款適用之目的，洗錢或相關金融犯罪係指任何法令、法律、規則、法規、國際公約、慣例或協議中有關非法現金流通或通貨交易所為之定義(或針對相同犯罪行為所為之定義)。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英五號董監事暨重要職員責任保險

##### E009 專業服務除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就任何直接或間接基於、肇因於或可歸因於被保險公司或被保險個人提供或擬提供專業服務予任何人，或與其相關之行為、錯誤或不作為所生之損失，本公司不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

#### 菁英五號董監事暨重要職員責任保險

##### E148C 持續承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第2.25條持續承保內容完全刪除並以下列規定取代：

##### 2.25 持續承保

本保險單擴大承保被保險人就任何賠償請求、調查或可能導致賠償請求之錯誤行為，未能及時依本公司及/或其他公司先前核發之董監事暨重要職員責任保險通知本公司或其他公司，但於本保險期間或發現期間（如有適用）內通知本公司，並符合下列規定者：

- (i) 對於前述**賠償請求、調查**或可能導致**賠償請求之錯誤行為**（下稱「先前事件」），無任何詐欺、不揭露或不實陳述之情形；且
- (ii) **被保險人**在首次知悉先前事件前，至本保險單開始生效日止，**被保險人**已投保本公司或其他公司之董監事暨重要職員責任保險，且保險期間未中斷；且
- (iii) 本擴大承保條款提供之保障將以**被保險人**首次知悉先前事件當時有效之保險單條款、條件、除外不保事項及限制（包括承保範圍、**承保明細表**、責任限額及自負額）為依據，但僅限於該先前保險單就該**賠償請求**或**調查**提供之承保範圍未超過本保險單；且
- (iv) 本擴大承保條款就先前事件所適用之累積責任限額，應以**被保險人**首次知悉先前事件當時有效保險單約定之責任限額，或本保險單約定之責任限額（包括所適用之附屬責任限額），兩者中金額較低者為上限，且本保險單之責任限額於賠付先前事件將因而降低；且
- (v) 本公司僅根據本保險單所約定之承保比例負擔賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

#### E037 保險期間延長附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

經支付額外保險費 **[填入金額]**元為對價，承保明細表第二項茲修正如下：

**保險期間**：自：**[填入原保險期間開始日期]**

至：**[填入經延長之保險期間之屆滿日]**

首末日皆計入，並以承保明細表第 1 項主營業所地址之標準時間為準。

**保險人**依條件第 5.1 條約定之就所有**損失**之最高累積責任限額應維持不變。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

#### E164 信評調降附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

當**保險人**有下列情形之一時，承保明細表第一項所列第一順位之公司得終止本保險單：

- (a) 完全中止對於本保險之出單業務或正式公告擬中止該業務；
- (b) 將依命令或依決議解散，或已正式提出解散安排之方案；
- (c) 主管機關撤銷經營保險業務之許可；或
- (d) 信用評等或集團母公司之信用評等，經標準普爾、A.M. Best 或惠譽調降至**[填寫信用評等]**以下，或經穆迪調降至**[填寫信用評等]**以下。

發生上述(a)至(d)之任何事由後，承保明細表第一項所列第一順位之公司得隨時以書面通知終止**保險人**於本保險單下之承保比例。倘於終止日前本保險單並無任何**賠償請求、調查**或曾通知**保險人**任何可能造成**賠償請求**之事實或情事，**保險人**將按日數比例退還未滿期保險費予承保明細表第一項所列第一順位之公司。

終止日為承保明細表第一項所列第一順位之公司正式書面通知之次一工作日。應退還之保險費以終止日迄**保險期間**未日此一期間，按日數比例計算。

倘本保險單有任何**賠償請求、調查**或曾通知**保險人**任何可能造成**賠償請求**之事實或情事，終止時未滿期保險費將不予退還。

本附加條款未約定事項悉依本保險單約定辦理。

#### E165 修改外部董事擴大承保附加條款(特定組織除外適用責任限額不累積約定)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 2.7 條「外部董監事」完全刪除而為下述約定所取代：



## 2.7 外部董監事

- (i) 本保險單應擴大承保依被保險公司之明確要求，而於任何外部組織擔任董監事、重要職員、受託人、管理人或同等職務者之被保險個人。
- (ii) 本擴大承保事項就超過外部組織提供之任何補償金額，以及任何有效且可索償之董監事暨重要職員責任保險已支付外部組織之保險金額之部分，負賠償責任。
- (iii) 若外部組織之董監事暨重要職員責任保險係由保險人或安達集團公司之成員公司提供，則本擴大承保事項承保之所有損失累計總額，應扣除已依前述保險單支付外部組織或任何被保險個人之金額。惟本 2.7 (iii) 條之規定不適用於[填寫外部組織名稱]之董監事暨重要職員責任保險。

本附加條款未約定事項悉依本保險單約定辦理。

### E166 修改預備調查附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單定義第 3.43 條完全刪除而為下述約定所取代：

#### 3.43 「預備調查」係指：

- (i) 官方機構在保險期間首次突襲檢查或實地訪查被保險公司或被保險個人，且涉及製作、審查、複製或扣押任何紀錄，或對任何被保險個人進行訪談；
- (ii) 被保險人基於其被保險人身分於保險期間收到任何主管機關或行政機關之正式書面通知，要求被保險人準備文件或回覆問題；或
- (iii) 被保險公司合理認為已發生或可能發生嚴重違反被保險公司或被保險個人法律或法規義務之情事，而由被保險公司或被保險個人首次在保險期間內，向任何主管機關或官方機構提出之正式通知；或
- (iv) 依照上述 (ii) 項規定提出正式通知後，主管機關或官方機構要求被保險公司進行之內部調查。

另經雙方瞭解並同意，擴大承保事項 2.16 「預備調查費用」的附屬責任限額為美金[填入金額]元，此限額為承保明細表第三項所列之累積責任限額之一部份，而非另外計算。

本附加條款未約定事項悉依本保險單約定辦理。

### E130A 控制公司撤回財務支援之除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

倘被保險公司之控制公司撤回任何保證或財務支援，對於任一被保險人遭受任何賠償請求或調查之損失，係直接或間接基於、肇因於、可歸因於或關於被保險公司破產或失去清償能力，本公司不負任何賠償責任。

於本附加條款下，控制公司係指[控制公司名稱]。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

#### E167 汙染抗辯費用附加條款-限額

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

除外不保事項新增以下條款：

#### 汙染抗辯費用附加條款-限額

保險人依本保險單對基於、肇因於或可歸因於汙染所產生之損失不負賠償責任，惟本除外不保事項不適用於：

- (i) 被保險個人遭受賠償請求或調查所產生之抗辯費用或法律代理費用。本承保事項適用之附屬責任限額為，該限額包含在責任限額內，而非另外計算；或
- (ii) 任何由被保險公司個別股東或一群股東直接或以被保險公司名義，對被保險個人提出之賠償請求，且無任何被保險個人勸誘、自願協助或參與之情形。

擴大承保事項 2.21 全數刪除，且任何保險單中與其相關之條款、條件、規定皆隨之變更以因應擴大承保事項 2.21 及保險單中任何相關之承保範圍均予刪除。

本附加條款未約定事項悉依本保險單約定辦理。

### E093A 藥物除外不保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

就任何直接或間接基於、肇因於或可歸因於任何藥物之無作用、作用、副作用或交互作用，包括但不限於臨床測試及任何分析測試之結果，及無法取得藥品許可證有關之賠償請求或調查之損失，保險人不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### E114A 重大情事附加條款(額外附加限額)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項為不同規定外）：

1. 本保險單之承保範圍擴大及於為被保險公司支付其於保險期間內因首次發生之重大情事所致之所有重大情事損失。

2. 本附加條款下，所使用之名詞定義如下：

「重大情事」係指：

A. 任何非被保險人或不代表被保險人之個人或組織，以公開或私下方式向被保險公司之董監事或重要職員或員工，所為敵意或強行購併之出價或要約，使被保險公司全部或大部分之資產為其他組織、個人、組織團體或個人團體所收購或購買而被合併。

B. 基於被保險公司財務長合理意見，被保險公司股價重大變動係由任何下列事件所導致或可能由其導致：

(i) 發布被保險公司有債務不履行情事或有意不履行債務之公開訊息；

(ii) 發布被保險公司進行或有意進行債務重整之公開訊息；

(iii) 發布被保險公司有延遲給付，或已決定不給付，或有意延遲或不給付預定發放之股利之公開訊息；

(iv) 發布被保險公司員工過剩或將裁員之公開訊息；

(v) 發布被保險公司有一位或數位高階經理人員死亡、辭職、中止僱用或解聘之公開訊息；

(vi) 發布被保險公司或第三人已申請或有意申請結束被保險公司營運之公開訊息；

(vii) 發布被保險公司已遭遇或可能遭遇訴訟、監理或政府程序之公開訊息；

(viii) 發布下列情事之公開訊息：

a. 被保險公司流失重要的客戶或顧客；

b. 被保險公司喪失其為一方當事人之重要合約；

c. 被保險公司非預期地喪失商標、著作權或專利權；

(ix) 發布被保險公司已經或被指控對人身造成體傷、生病、疾病、死亡、精神傷害，或對實體財產造成損害或破壞，包括使其無法使用，而導致或可能導致對被保險公司提出之集體訴訟或代表訴訟之公開訊息；

(x) 發布被保險公司於特定期間之實際或預期收入或營業額遠較下列任一數額為低之公開訊息：

a. 被保險公司前一年度同期之收入和營業額；

b. 被保險公司先前就該特定期間之收入或營業額所發布之公開訊息或預測；

c. 非由被保險公司所僱用、任用或聘用之證券經紀商、基金經理人、投資顧問或其他證券分析師所發布之被保險公司之任何收入或營業額預測；

(xi) 發布被保險公司非預期地收回或延遲生產重要產品之公開訊息；

(xii) 發布被保險公司修正先前提供予相關單位之財務報告之公開訊息；

(xiii) 發布被保險公司已經或有意打銷20%或20%以上之資產之公開訊息。

「重大情事」不包括：

A. 於本保險單生效日前發生之任何法律程序或其他程序；

B. 於本保險單生效日前，任何已依其他現存或已失效之保險單為通知之任何事實、情況、行為、不作為、賠償請求或調查；

C. 被保險人於本保險單生效日前已知悉，任何可能導致賠償請求或調查之事實、情況、行為或不作為；

D. 因污染有關之任何身體傷害、財物損害、費用、成本、損失、責任或法律上責任，包括肇因於或可歸因於污染之股東或代位賠償請求所致者。

「重大情事損失」係指於重大情事期間或於預期重大情事發生前90天內所產生之合理必要費用。不論被保險人或被保險公司是否確實因重大情事受到賠償請求，或於受賠償請求時，不論該費用發生時點係先於或後於任何賠償請求。「重大情事損失」係關於下列各項之支出：

- A. 重大情事危機管理人提供被保險公司與重大情事相關之重大情事危機管理服務之酬金及費用。
- B. 因處理承保之重大情事，任何被保險人或被保險公司代理人所需之差旅費用。
- C. 因處理承保之重大情事所產生之廣告文宣、印刷或郵寄之費用。

「重大情事危機管理人」係指由被保險公司所延聘，就重大情事提供重大情事危機管理服務之任何危機管理人公共關係顧問、律師、會計師、證券經紀商、投資顧問或其他個人或組織；

「重大情事危機管理服務」係指重大情事危機管理人為避免或減少被保險公司因重大情事所致之任何實質或潛在負面影響或結果，而對被保險公司所提供之所有諮詢或服務；

「被保險公司股價重大變動」係指被保險公司之股價，依照其掛牌上市之當地國家之證券交易所普通股股價指數為評量標準，其每股股價於48小時內跌幅至少超過股價指數變動之10%。

3. 在本附加條款下，本保險單除外不保事項第4.6項予以刪除。

4. 在本附加條款下，應適用下列條件：

- (1) 就本附加條款所承保，因重大情事而產生之所有重大情事損失，保險人所負之最高累積責任限額為美金[填寫金額]元（重大情事責任限額）；此一附屬責任限額係外加於承保明細表第3項所列之累積責任限額。
- (2) 被保險公司就本附加條款承保之任何重大情事損失毋須支付任何自負額；
- (3) 被保險公司就重大情事損失支出費用毋須事先取得保險人書面同意；
- (4) 被保險公司應於重大情事首次發生之日起30天內以書面通知保險人；
- (5) 重大情事開始於被保險公司之任一董監事或重要職員或員工首次知悉重大情事之日起，終止於重大情事責任限額已耗盡或重大情事危機管理人通知重大情事已告結束時，兩者以較早發生者為準。

本附加條款未約定事項悉依本保險單約定辦理。

### E168 變更賠償請求通知、調查及通報可能引其賠償請求之情事附加條款(通知期間)

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單第 5.4 條賠償請求通知、調查及通報可能引其賠償請求之情事完全刪除而由下述約定所取代：

#### 5.4 賠償請求通知、調查及通報可能引其賠償請求之情事

- (i) 就本保險單規定之所有可請求事項，被保險人應按實際可行之方式，盡速以書面通知保險人，但此通知非保險人賠付之先決要件。  
若保險期間屆滿，最遲應於保險期間屆滿後 90 日內提出通知，或於發現期間（若有適用）內首次對被保險人提出之賠償請求或首次展開之調查，最遲應於發現期間屆滿後 60 日內提出通知。惟倘被保險人依主管機關之保密協議規定，依法不得按照前述規定通知賠償請求或調查，則：
  - (a) 准許被保險人於本保險期間屆滿後 24 個月內，以書面向保險人通知該賠償請求或調查；以及
  - (b) 被保險人應於法令許可得提出之 30 日內通知保險人。若被保險人原本應通知賠償請求或調查予本保險單生效日當日或之前存在或期滿之保險單，但因主管機關之保密協議規定，依法不得通知時，則保險人針對該先前賠償請求或調查，不可撤銷地放棄其以隱匿或不實陳述為由而主張解除或撤銷本保險單之權利。
- (ii) 所有通知和資料應以書面寄送至美商安達產物保險股份有限公司台灣分公司，地址為台北市信義路五段八號十樓，收件人為理賠部經理。保險人於接獲所需資料 30 個工作天內，應針對承保與否提出敘明理由之書面意見。
- (iii) 被保險人若於保險期間內知悉可能引發本保險單承保之賠償請求或調查情事並通知保險人，則就本保險單適用之目的，日後對被保險人提起之任何賠償請求或調查，應視為在保險期間提出之賠償請求或展開之調查。

本附加條款未約定事項悉依本保險單約定辦理。

菁英五號董監事暨重要職員責任保險

## E169 外部董監事擴大承保附加條款—列舉額外承保之公司

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單之承保範圍應依據第 2.7 條外部董監事之擴大承保條款，擴大及於下列公司：

1. [填寫公司名稱和人員]
- 2.

就本附加條款及第 2.7 條外部董監事之擴大承保條款所承保之所有損失，保險人所負之最高累積責任限額為美金[填寫金額]元。此一附屬限額為承保明細表第三項所列之累計責任限額的一部分，而非另外計算。

本附加條款未約定事項悉依本保險單約定辦理。

## 菁英五號董監事暨重要職員責任保險

### E233 特定公司的超額保障以及特殊約定附加條款

#### 第一條 承保範圍

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

本保險單應為[填寫組織名稱]所投保[保險單名稱，如董監事責任保險][保險單號碼]的超額保險且於保險期間內前述董監事責任保險之責任限額必須維持在至少 [填寫幣別/金額]元。

倘若損失同時適用[填寫組織名稱]所投保的[保險單名稱，如董監事責任保險][保險單號碼]以及本保險單，本保險單僅在該保險單[保單號碼]耗盡時作為超額保險且本保險單不會對相同或相關連損失適用自負額。

#### 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定

## 菁英五號董監事暨重要職員責任保險

### E234 北美地區除外不保附加條款

#### 第一條 承保範圍

茲經雙方同意如下（其他事項仍應適用本保險單其他條款、條件、責任限額及除外不保條款）：

就任何基於、肇因於或可歸因於在美國或加拿大之法院所提出之訴訟或法律程序，或因被保險公司於美國或加拿大之活動所導致之賠償請求或調查的損失，保險人不負賠償責任。

#### 第二條 條款之適用

本附加條款所記載之事項，如與本保險單條款抵觸時，依本附加條款約定辦理，其他事項仍適用本保險單條款之約定

### E025A 視為被保險公司之從屬公司附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

[填寫公司名稱]視為承保明細表第一項所列被保險公司之從屬公司，但僅限於其於[填寫日期零時]後發生之錯誤行為或其他行為。

本附加條款未約定事項悉依本保險單約定辦理。

## 菁英五號董監事暨重要職員責任保險

### E027A 新收購從屬公司溯及承保附加條款

茲經雙方同意如下（除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

[經支付額外保險費[填入金額]元為對價，]即使本保險單定義第 3.54 條「從屬公司」及擴大承保第 2.3 條「從屬公司」另有規定，本保險單擴大承保就[填入公司名稱]於[填入日期]後發生之錯誤行為或所為之行為。

惟被保險人就保險人所詢問之事實及情事應為具體揭露，並確保所提供之資訊無任何詐欺、不揭露或不實陳述。

本附加條款未約定事項悉依本保險單約定辦理。

## 菁英五號董監事暨重要職員責任保險

### E069 產品責任除外不保附加條款 (直接損失)

茲經雙方同意如下 (除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

除外不保事項第4.9條「產品責任」全數刪除並以以下文字取代:

保險人就任何產品之不作用或作用所導致之直接損失不負賠償責任。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

### E080A 智慧財產權除外不保附加條款-擴大承保抗辯費用及附屬責任限額

茲經雙方同意如下 (除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

除外不保事項第 4.10 條「智慧財產權」不適用於在美國或加拿大以外地區,對於被保險個人所提起相關賠償請求之抗辯費用,該抗辯費用之附屬責任附屬限額以[填入金額]為上限。該限額包含於承保明細表第 3 項所載之累積責任限額內,而非另外計算。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

### E089 共用責任限額附加條款

茲經雙方同意如下 (除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

保險人就針對所有被保險人提出之所有賠償請求及調查所產生之所有損失,在本保險單與下列保險單(“其他 Chubb/ACE 保險單”)涉及之所有承保範圍內,所應負之合併累積責任限額為美[填寫責任限額]元。

1. 由[保險人名稱]出具予[公司名稱]之保險單[填寫保險單號碼] (或是該保險單之任何續期或替代保險單或接續保險單)
- 2.

由於其他 Chubb/ACE 保險單之累積責任限額為本保險單累積責任限額的一部份而非外加,故依照其他 Chubb/ACE 保險單所為之損失給付,應自本保險單之累積責任限額中扣除。

其他 Chubb/ACE 保險單就所有損失之最高賠償責任為其累積責任限額,本保險單就所有損失之最高賠償責任為累積責任限額,本附加條款不應解釋為增加其他 Chubb/ACE 保險單之累積責任限額或本保險單之累積責任限額。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

### E211 擴大承保稅務附加條款

茲經雙方同意如下 (除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

本保險單第2.9條「稅賦」內容完全刪除並以以下約定取代:

本保險單擴大承保當被保險公司破產而使被保險個人對公司未付之稅務必須負擔個人責任時所產生之損失,但不包括該責任是因該被保險個人蓄意違反支付稅務之法定義務所引起者。本擴大承保事項適用附屬責任限額,應屬於承保明細表第 3 項所載責任限額之一部分,非外加金額。

本附加條款未約定事項悉依本保險單約定辦理。

### 菁英五號董監事暨重要職員責任保險

### E170 修改擴大承保稅賦附加條款

茲經雙方同意如下 (除本保險單有其他條款、條件、責任限額及除外不保事項有不同規定者外):

擴大承保事項第2.9條「稅賦」全數刪除並以以下文字取代:

若承保明細表第一項所載公司失去清償能力,本保險單下之錯誤行為將擴大承保被保險個人根據相關之破產法規,於

任何地區對於**被保險公司**之未繳稅款及/或於奧地利及瑞士之未繳社會福利支出，基於其身為**董監事或重要職員**之身分而承擔之個人責任而非被指稱有任何不當行為；惟倘若**承保明細表**第一項所載公司違反任何法定納稅及/或社會福利支出責任，係因該**被保險個人**故意唆使或其具有充分認知並提供協助，則該個人責任不屬於承保範圍。

本附加條款未約定事項悉依**本保險單**約定辦理。

### 菁英五號董監事暨重要職員責任保險

#### **E025C 視為被保險公司之從屬公司附加條款(超過其他保險單償付或可能償付)**

茲經雙方同意如下(除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

[填寫公司名稱]自[填寫日期]起，視為**承保明細表**第一項所列公司之**從屬公司**。

就同一**損失**如為[填寫公司名稱]之任何有效董監事暨重要職員責任保險可償付或原可償付(若非**本保險單**之存在)者，則**保險人**僅就**損失**超過該保險單可償付或原可償付(若非**本保險單**之存在)之部分，負賠償責任。

本附加條款未約定事項悉依**本保險單**約定辦理。

### 金融機構菁英五號董監事暨重要職員責任保險

#### **E155A 變更持續承保附加條款**

茲經雙方同意如下(除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

**本保險單**第 2.24 條持續承保完全刪除而由下述約定所取代：

#### 2.24 持續承保

縱除外不保事項第 4.2 條另有規定，於符合下列前提下，**本保險單**對於**賠償請求**或**調查**應持續承保：

- (i) 該**賠償請求**或**調查**本來得依以下保險單通知之：
  - (a) **被保險人**首次知悉**賠償請求**或**調查**時有效之保險單；且
  - (b) 該保險單之成立日不早於**承保明細表**第 5 項所訂日期者。
- (ii) **被保險人**自**承保明細表**第 5 項所訂日期起均持續不中斷投保由**保險人**或其他**保險人**簽發之董監事暨重要職員責任險
- (iii) 有關**賠償請求**或**調查**並無對**保險人**有未揭露詐欺事件或不實陳述
- (iv) 本擴大承保事項應適用**本保險單**之條款、條件、除外不保事項和限制(包括承保範圍、**承保明細表**責任限額和自負額)，但僅限於**本保險單**就該**賠償請求**或**調查**提供之承保範圍未超過**被保險人**首次知悉**賠償請求**或**調查**時之有效保險單；且**本保險單**之責任限額於賠付本擴大承保事項所承保之**賠償請求**或**調查**將因而降低；且
- (v) **保險人**僅根據**本保險單**所約定之承保比例負擔賠償責任。
- (vi) **被保險人**同意僅對**保險人**簽發之保險單中之其中一張主張**賠償請求**

本附加條款未約定事項悉依**本保險單**約定辦理。

#### **E025B 視為被保險公司之從屬公司附加條款**

茲經雙方同意如下(除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

[經支付額外保險費 [填入金額]元為對價，][insert company name]視為**承保明細表**第一項所列公司之**從屬公司**。**被保險公司**僅針對[insert date]當日或之後之**錯誤行為**或行為產生之**損失**負賠償責任。

就同一**損失**如為[insert company name]之任何其他保險單(非指**本保險單**之超額保險單)可償付或原可償付(若非**本保險單**之存在)者，則本公司僅就**損失**超過該保險單可償付或原可償付(若非**本保險單**之存在)之部分，負賠償責任。

本附加條款未約定事項悉依**本保險單**約定辦理。

#### **E083 特定日前之行為除外不保附加條款**

茲經雙方同意如下(除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

**本保險單**僅就發生於[填寫日期]後及**保險期間**終止前之**錯誤行為**衍生之**賠償請求**或行為導致之**調查**所產生之**損失**，予以承保。

本附加條款未約定事項悉依**本保險單**約定辦理。

#### **E101 擴大承保有價證券募集附加條款**

##### 第一條 承保範圍

茲經雙方同意如下(除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外)：

[經支付**保險人**額外保險費 [填入金額]為對價]，除外不保事項 4.5 對於[填入有價證券發行內容]並不適用。

##### 第二條 條款之適用

本附加條款所記載之事項，如與**本保險單**條款抵觸時，依本附加條款約定辦理，其他事項仍適用**本保險單**條款之約定

### 金融機構菁英五號董監事暨重要職員責任保險

#### **E017 保險契約除外不保附加條款**

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：  
就任何直接或間接基於、肇因於或可歸因於主張下列一項或多項事由所致**賠償請求**之損失，**本公司**不負賠償責任：

- (1) 任何拒絕續保或終止任何**保險契約**；
- (2) 任何未能或拒絕支付、或延遲支付根據**保險契約**所應付之到期或宣稱 已到期之保險金；
- (3) 於處理任何**保險契約**所生或依據**保險契約**之請求或履行義務時，有任何欠缺善意或未公平對待之情事。

「**保險契約**」係指任何保險、再保險、保證保險或補償保險，包括但不限於年金保險、養老保險、退休金契約與風險管理自我保險計畫、共保或其他類似之計畫。

本附加條款未約定事項悉依**本保險單**約定辦理。

### 金融機構菁英五號董監事暨重要職員責任保險

#### E155B 修改持續承保附加條款

茲經雙方同意如下（除**本保險單**有其他條款、條件、責任限額及除外不保事項有不同規定者外）：

**本保險單**第2.24條持續承保內容完全刪除並以以下列規定取代：

#### 2.24 持續承保

本保險單擴大承保**被保險人**就任何**賠償請求**、**調查**或可能導致**賠償請求**之**錯誤行為**，未能及時依先前之董監事暨重要職員責任保險通知**本公司**，但於**本保險期間**或**發現期間**（如有適用）內通知**本公司**，並符合下列規定者：

- (i) 對於前述**賠償請求**、**調查**或可能導致**賠償請求**之**錯誤行為**（下稱「**先前事件**」），無任何詐欺、不揭露或不實陳述之情形；且
- (ii) **被保險人**在首次知悉**先前事件**前，至**本保險單**開始生效日止，**被保險人**已投保**本公司**之董監事暨重要職員責任保險，且保險期間未中斷；且
- (iii) 本擴大承保條款提供之保障將以**被保險人**首次知悉**先前事件**當時有效之保險單條款、條件、除外不保事項及限制（包括承保範圍、**承保明細表**、責任限額及自負額）為依據；且
- (iv) 本擴大承保條款就**先前事件**所適用之累積責任限額，應以**被保險人**首次知悉**先前事件**當時有效保險單約定之責任限額，或**本保險單**約定之責任限額（包括所適用之附屬責任限額），兩者中金額較低者為上限，且**本保險單**之責任限額於賠付**先前事件**將因而降低；且
- (v) **本公司**僅根據**本保險單**所約定之承保比例負擔賠償責任。

本附加條款未約定事項悉依**本保險單**約定辦理。

### Technology Errors Or Omissions Liability Insurance

承保範圍：

Subject to all of the terms and conditions of this insurance, the **Company** will pay **loss** by reason of liability imposed by law or assumed in an **contract indemnity** for **financial injury** caused by a **wrongful act** to which this insurance applies, provided that such a **wrongful act**, in connection with the named **insured's** Business shown in the Schedule, happens within the Territorial Limits shown in the Schedule, resulting from:

- a. a defect, deficiency, inadequacy or dangerous condition in:
  - the **named insured's product**; or
  - the **named insured's service**; or
- b. the failure:
  - of the **named insured's product** to perform; or
  - to perform the **named insured's service**;

in accordance with the terms and conditions of a contract or agreement.

不保事項：(主要事項)

1. Adjustment, Inspection, Recall Or Replacement Expenses
2. Aircraft Products
3. Antitrust Or Restraint Of Trade
4. Asbestos
5. Benefit Programs Or Laws
6. Bodily Injury
7. Ceasing Support
8. Continuing Wrongful Acts Or Offences
9. Contracts
10. Crime Dishonesty, Or Fraud
11. Damage to Property
12. Electromagnetic Radiation
13. Employment-Related Practices
14. Expected Or Intended Financial Injury
15. Fines Or Other Penalties

16. Governmental Claims Or Proceedings
17. Injury To Insureds Or Affiliates
18. Intellectual Property - Patent Or Trade Secrets
19. Maintenance Of Contracts Or Licenses
20. Nuclear Energy
21. Personal Or Reputational Injuries
22. Pollution
23. Prior Claims or Circumstances
24. Publication With Knowledge of Falisity
25. Securities Laws
26. Terrorism
27. Third Party Content Providers
28. War
29. Workers' Compensation Or Similar Laws

### 強制汽車責任保險

#### 承保範圍：

被保險人因使用或管理被保險汽車發生汽車交通事故，致乘客或車外第三人傷害或死亡者，不論被保險人有無過失，本公司應依本保險契約之約定，對請求權人給付保險金。

#### 除外事項：

受害人或其他請求權人有下列情事之一，致被保險汽車發生汽車交通事故者，本公司對其不負保險給付責任：

- 一、故意行為所致。
- 二、從事犯罪行為所致。

前項其他請求權人有數人，其中一人或數人有故意或從事犯罪之行為者，本公司應將扣除該一人或數人應分得部分之餘額，給付於其他請求權人。

### 機車強制責任保險

#### 承保範圍：

被保險人因使用或管理被保險汽車發生汽車交通事故，致乘客或車外第三人傷害或死亡者，不論被保險人有無過失，本公司應依本保險契約之約定，對請求權人給付保險金。

#### 除外事項：

受害人或其他請求權人有下列情事之一，致被保險汽車發生汽車交通事故者，本公司對其不負保險給付責任：

- 一、故意行為所致。
- 二、從事犯罪行為所致。

前項其他請求權人有數人，其中一人或數人有故意或從事犯罪之行為者，本公司應將扣除該一人或數人應分得部分之餘額，給付於其他請求權人。

### 機車強制責任保險駕駛人傷害附加條款

#### 承保範圍：

茲經雙方同意，在被保險人加繳保險費後，加保本附加條款，本公司對駕駛人涉及『強制汽車責任保險』被保險機車單一機車交通事故，致駕駛人本人死亡、殘廢或受有體傷時，本公司依照本附加條款之約定，對受益人負賠償之責。前項所稱『駕駛人』係指被保險人或事先經被保險人同意使用被保險機車之人，且須經其書面同意。

#### 不保事項：

駕駛人駕駛被保險機車因下列事項而致死亡、殘廢或受有體傷者，本公司不負賠償之責：

- 一、駕駛被保險機車受酒類、毒品或違禁藥物影響者。
- 二、從事機車測速、競賽、表演或飆車行為者。
- 三、未經列名被保險人許可或違反道路交通管理處罰條例第二十一、二十一之一條規定者。
- 四、從事犯罪或逃避合法逮捕之行為者。

前項第一款所稱受酒類影響者，係指駕駛人飲酒後騎車，其吐氣或血液所含酒精成分超過道路交通法令規定標準者。

### 住宅火災及地震基本保險

#### 承保範圍：

本保險契約之承保範圍經雙方當事人同意約定如下：

- 一、住宅火災保險
- 二、住宅第三人責任基本保險
- 三、住宅玻璃保險
- 四、住宅地震基本保險



### 住宅火災保險

本公司對於下列危險事故致保險標的物發生損失時，依本保險契約之約定，負賠償責任：

- 一、火災
- 二、閃電雷擊
- 三、爆炸
- 四、航空器及其零配件之墜落
- 五、機動車輛碰撞
- 六、意外事故所致之煙燻
- 七、罷工、暴動、民眾騷擾、惡意破壞行為
- 八、竊盜

因前項各款危險事故之發生，為救護保險標的物，致保險標的物發生損失者，視同本保險契約承保之危險事故所致之損失。

本章所稱損失係指承保之危險事故對承保之建築物或建築物內動產直接發生的毀損或滅失，不包括租金收入、預期利益、違約金及其他附帶損失。但本保險契約另有約定者，不在此限。

### 住宅第三人責任基本保險

本公司對於保險期間內保險標的物因火災、閃電雷擊、爆炸或意外事故所致之煙燻，致第三人遭受體傷、死亡或財物損害，被保險人依法應負賠償責任而受賠償請求時，依本保險契約之約定，負賠償責任。

### 住宅玻璃保險

本公司對於承保之住宅建築物因突發意外事故導致固定裝置於四周外牆之玻璃窗戶、玻璃帷幕或專有部分或約定專用部分對外出入之玻璃門破裂之損失，負賠償責任。

因前項損失所須拆除、重新裝置或為減輕損失所需合理之費用，亦負賠償責任。

### 住宅地震基本保險

本保險承保之住宅建築物，因下列危險事故發生承保損失時，本公司按本保險契約之約定負賠償責任：

- 一、地震震動。
- 二、地震引起之火災、爆炸。
- 三、地震引起之山崩、地層下陷、滑動、開裂、決口。
- 四、地震引起之海嘯、海潮高漲、洪水。

### **不保事項：**

#### 住宅火災保險

##### 不保之危險事故

除另有約定外，對於不論直接或間接因下列各種危險事故導致第二十條第一項承保之危險事故發生，本公司對保險標的物因此所生之損失，不負賠償責任。

- 一、地震、海嘯、地層滑動或下陷、山崩、地質鬆動、沙及土壤流失。
- 二、颱風、暴風、旋風或龍捲風。
- 三、洪水、河川、水道、湖泊之高漲氾濫或水庫、水壩、堤岸之崩潰氾濫。
- 四、恐怖主義者之破壞行為。
- 五、冰雹。

##### 絕對不保之危險事故

本公司對於不論直接或間接因下列各種危險事故導致第二十條第一項承保之危險事故發生者，本公司對保險標的物因此所生之損失，不負賠償責任。

- 一、要保人或被保險人之故意行為。
- 二、各種放射線之幅射及放射能之污染。
- 三、不論直接或間接因原子能或核子能引起之任何損失。
- 四、戰爭(不論宣戰與否)、類似戰爭行為、叛亂、扣押、征用、沒收等。
- 五、火山爆發、地下發火。
- 六、由於烹飪或使用火爐、壁爐或香爐正常使用產生之煙燻。
- 七、政府命令之焚毀或拆除。但因承保之危險事故發生導致政府命令之焚毀或拆除者，不在此限。

##### 不保之建築物

本保險契約所承保之建築物須作為住宅使用，凡全部或一部分供辦公、加工、製造或營業用之建築物，不在本保險承保範圍以內。本公司對其發生之損失，不負賠償責任。

#### 不保之動產

本公司對於下列動產因承保之危險事故發生所致之損失，不負賠償責任：

- 一、 供加工、製造或營業用之機器、生財器具、原料、半製品或成品。
- 二、 各種動物或植物。
- 三、 各種爆裂物或非法之違禁品。
- 四、 供執行業務之器材。
- 五、 承租人或訪客之動產。
- 六、 被保險人及其配偶、家屬、受僱人或同居人受第三人寄託之財物。
- 七、 皮草。
- 八、 金銀條塊及其製品、珠寶、玉石、首飾、古玩、藝術品。
- 九、 文稿、圖樣、圖畫、圖案、模型。
- 十、 貨幣、股票、債券、郵票、票據及其他有價證券。
- 十一、各種文件、證件、帳簿或其他商業憑證簿冊。
- 十二、機動車輛及其零配件。

前項第四款至第十二款所列動產，如經特別約定載明承保者，本公司亦負賠償責任。

#### 住宅第三人責任基本保險

本公司於被保險人因下列事項對於第三人所致之賠償責任，不負賠償之責：

- 一、 要保人或被保險人之故意或不法行為。
- 二、 被保險人向人租賃、代人保管、管理或控制之財物，受有損失之賠償責任。
- 三、 保險標的物處所全部或一部分作為非住宅使用所致之賠償責任。
- 四、 被保險人於保險標的物處所不法置存或使用爆裂物所致之賠償責任。
- 五、 保險標的物處所修繕或營建工程所致之賠償責任。
- 六、 被保險人使用或管理電梯(包括電扶梯、升降機)所致之賠償責任。
- 七、 被保險人使用或管理航空器、船舶及機動車輛所致之賠償責任。
- 八、 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時，仍應由被保險人負賠償責任者，不在此限。
- 九、 第三人任何性質之附帶損失。所稱之附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。

#### 住宅玻璃保險

##### 不保事項

本公司對於下列損失，不負賠償責任：

- 一、本保險契約第二十條、第二十三條及第二十四條所述之事故。
- 二、承保之住宅建築物連續六十日以上無人看管或使用。
- 三、自然損耗、刮損、磨損、原有之瑕疵或破損。
- 四、承保之玻璃四周框架之毀損。
- 五、任何性質之附帶損失。
- 六、要保人、被保險人或被保險人之配偶、家屬、受僱人、同居人之故意行為。
- 七、走廊、門庭、公共設施之玻璃毀損。
- 八、承保之住宅建築物修繕期間之玻璃毀損。

#### 住宅地震基本保險

本公司對下列各種危險事故所致住宅建築物之損失，不負賠償責任：

- 一、各種放射線之幅射及放射能之污染。
- 二、原子能或核子能直接或間接之幅射。
- 三、戰爭(不論宣戰與否)、類似戰爭行為、叛亂、扣押、征用、沒收等。
- 四、火山爆發、地下發火。
- 五、非因承保之危險事故所導致政府命令之焚毀或拆除。

### 住宅火災及地震基本保險擴大地震保險附加條款

承保範圍：

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內直接因下列危險事故發生毀損或滅失，於扣除住宅地震基本保險給付之部分，依本附加條款之約定負賠償責任。

- 一、地震震動。
- 二、地震引起之火災、爆炸。
- 三、地震引起之山崩、地層下陷、滑動、開裂、決口。
- 四、地震引起之海嘯、海潮高漲。

本公司對於被保險人於承保之危險事故發生後所支出下列各項費用，亦負賠償責任：

- 一、清除費用：指為清除受損保險標的物之殘餘物所生之必要費用。
- 二、臨時住宿費用：本附加條款所承保之住宅建築物毀損致不適合居住，於修復或重建期間，被保險人必須暫住他處所支出之合理且必需之臨時住宿費用並附有正式書面憑證者，每一事故之賠償限額每日最高為新台幣參仟元，但以六十日為限。  
前項第一款之清除費用與保險標的物之賠償金額合計超過保險金額者，本公司之賠償責任以保險金額為限。前項第二款之臨時住宿費用與保險標的物之賠償金額合計超過保險金額者，本公司仍負賠償責任。  
第一項第一款之清除費用，須受不足額保險比例分攤之限制。第一項第二款之臨時住宿費用則不受不足額保險比例分攤之限制。  
本附加條款承保之住宅建築物於承保危險事故發生後，如遇有住宅地震基本保險同時應負賠償責任時，第一項第二款之臨時住宿費用部分以該住宅地震基本保險優先賠付，本公司不負賠償責任。

#### 不保事項：

本公司對下列危險事故所致保險標的物之損失，不負賠償責任：

- 一、各種放射線之幅射及放射能之污染。
- 二、不論直接或間接因原子能或核子能幅射引起之任何損失。
- 三、戰爭（不論宣戰與否）、類似戰爭行為、叛亂、扣押、征用、沒收等。
- 四、火山爆發、地下發火。
- 五、不論直接或間接因地震引起洪水所致之毀損或滅失。
- 六、政府命令之焚毀或拆除。但因承保之危險事故發生導致政府命令之焚毀或拆除者，本公司仍負賠償責任。  
本公司對於土地改良費用及任何性質之附帶損失(Consequential Loss)，亦不負賠償責任。

### 住宅火災及地震基本保險颱風及洪水保險附加條款

#### 承保範圍：

茲經雙方同意，要保人加繳約定保險費後，本公司對於保險標的物在本附加條款有效期間內直接因颱風或洪水所致之毀損或滅失，依本附加條款之約定，負賠償責任。

被保險人於承保危險事故發生後所支出之下列各項費用，本公司亦負賠償責任：

- 一、清除費用：指為清除受損保險標的物之殘餘物所生之必要費用。
- 二、臨時住宿費用：承保建築物毀損致不適合居住，於修復或重建期間，被保險人必須暫住旅社或租賃房屋，所支出之合理臨時住宿費用，每一事故之補償限額每日最高為新台幣參仟元，但以六十日為限。

前項第一款之清除費用與保險標的物之賠償金額合計超過保險金額者，本公司之賠償責任以保險金額為限。前項第二款之臨時住宿費用與保險標的物之賠償金額合計超過保險金額者，本公司仍負賠償責任。

第二項第一款之清除費用，須受不足額保險比例分攤之限制。第二項第二款之臨時住宿費用則不受不足額保險比例分攤之限制。

#### 不保事項：

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。
- 二、因雨水、砂塵等引起之損失;但承保建築物或置存保險標的物之建築物，其屋頂、門窗、通氣口或牆壁先直接遭受颱風損壞，造成破孔，致使該承保建築物之內部裝修或置存於建築物內之保險標的物，遭受雨水或砂塵等所致之損失，不在此限。
- 三、因冰霜、暴風雪所致之損失。
- 四、不論直接或間接因颱風或洪水引起地層滑動或下陷、山崩、地質鬆動、沙及土壤流失(包括土石流)所致之損失。
- 五、圍牆及其大門或置存於露天之保險標的物所遭受之損失，但經特別約定者，不在此限。
- 六、在翻造或修建中之承保建築物，因外部門窗及其他開口缺乏完善之防風防雨設備所遭受之損失。

七、因撒水器設備、水槽、水管、或其他供水、儲水設備破毀或溢水所致之損失。

### 住宅火災及地震基本保險恐怖主義保險附加條款

#### 承保範圍：

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因恐怖主義份子為其組織或團體，運用爆炸或其他任何破壞行動所致之毀損或滅失，依本附加條款之約定，負賠償責任。

被保險人於承保危險事故發生後所支出之下列各項費用，本公司亦負賠償責任：

- 一、清除費用：指為清除受損保險標的物之殘餘物所生之必要費用。
- 二、臨時住宿費用：承保建築物毀損致不適合居住，於修復或重建期間，被保險人必須暫住旅社或租賃房屋，所支出之合理臨時住宿費用，每一事故之補償限額每日最高為新台幣參仟元，但以六十日為限。

前項第一款之清除費用與保險標的物之賠償金額合計超過保險金額者，本公司之賠償責任以保險金額為限。前項第二款之臨時住宿費用與保險標的物之賠償金額合計超過保險金額者，本公司仍負賠償責任。

第二項第一款之清除費用，須受不足額保險比例分攤之限制。第二項第二款之臨時住宿費用則不受不足額保險比例分攤之限制。

#### 不保事項：

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。
- 二、由於全部或部份停工或任何工作過程受延滯、阻礙或停頓所致之損失。
- 三、由於治安當局之沒收，臨時或永久之徵用所致之損失。
- 四、由於建築物臨時或永久被非法佔用所致之損失。
- 五、由於核子武器或其物料，直接或間接所致之損失。

### 住宅火災及地震基本保險自動消防裝置滲漏保險附加條款

#### 承保範圍：

茲經雙方同意，要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款保險有效期間內，直接因自動消防裝置意外滲漏或噴射水或其他物質，或因其水源倒塌、崩潰所致之毀損或滅失，依本附加條款之約定，負賠償責任。

被保險人於承保危險事故發生後所支出之下列各項費用，本公司亦負賠償責任：

- 一、清除費用：指為清除受損保險標的物之殘餘物所生之必要費用。
- 二、臨時住宿費用：承保建築物毀損致不適合居住，於修復或重建期間，被保險人必須暫住旅社或租賃房屋，所支出之合理臨時住宿費用，每一事故之補償限額每日最高為新台幣參仟元，但以六十日為限。

前項第一款之清除費用與保險標的物之賠償金額合計超過保險金額者，本公司之賠償責任以保險金額為限。前項第二款之臨時住宿費用與保險標的物之賠償金額合計超過保險金額者，本公司仍負賠償責任。

第二項第一款之清除費用，須受不足額保險比例分攤之限制。第二項第二款之臨時住宿費用則不受不足額保險比例分攤之限制。

#### 不保之原因

本公司對下列原因導致自動消防裝置發生前述意外滲漏、噴射或其水源倒塌、崩潰所致保險標的物之毀損或滅失，不負賠償責任：

- 一、非由於本保險契約所承保之火災引起之熱。
- 二、鍋爐或飛輪豁裂或碎裂。
- 三、修繕或加建建築物。
- 四、修繕、改裝、擴充或遷移自動消防裝置。
- 五、冰凍。
- 六、自動消防裝置建造不良而為要保人或被保險人所知情者。

#### 不保事項：

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。
- 二、自動消防裝置本身之毀損。

- 三、挖土、土方修整或填土之費用。
- 四、下列各項之拆除、清理及重造費用：
  - (一)磚、石或混凝土基礎，包括機器、鍋爐、發動機等之基礎。
  - (二)在平面以下之樁材、管線、溝渠等。
- 五、照像軟片、記錄帶之毀損；但其未使用前本身之價值，不在此限。

### 住宅火災及地震基本保險水漬保險附加條款

#### 承保範圍：

茲經雙方同意，經要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款保險期間內，直接因下列危險事故所致之毀損或滅失，依本附加條款之約定，負賠償責任：

- 一、水槽、水管或其他儲水設備破損或溢水。
- 二、一切供水設備、蒸氣管、冷暖氣及冷凍設備之水蒸氣之意外滲漏。
- 三、雨水、雪霜由屋頂、門窗或通氣口進入屋內。

被保險人於承保危險事故發生後所支出之下列各項費用，本公司亦負賠償責任：

- 一、清除費用：指為清除受損保險標的物之殘餘物所生之必要費用。

二、臨時住宿費用：承保建築物毀損致不適合居住，於修復或重建期間，被保險人必須暫住旅社或租賃房屋，所支出之合理臨時住宿費用，每一事故之補償限額每日最高為新台幣參仟元，但以六十日為限。

前項第一款之清除費用與保險標的物之賠償金額合計超過保險金額者，本公司之賠償責任以保險金額為限。前項第二款之臨時住宿費用與保險標的物之賠償金額合計超過保險金額者，本公司仍負賠償責任。

第二項第一款之清除費用，須受不足額保險比例分攤之限制。第二項第二款之臨時住宿費用則不受不足額保險比例分攤之限制。

前述保險標的物，係指本附加條款承保之建築物及其內之動產。但住宅火災及地震基本保險條款第二十七條第一項動產自動納入之約定於本附加條款不適用之。

#### 不保事項：

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失 (Consequential Loss)。
- 二、水槽、水管或其他儲水設備本身之損失。
- 三、自動消防裝置滲漏所致之損失。
- 四、洪水、潮汐或地上水之氾濫及颱風所致之損失。
- 五、溝渠、下水道溢流或倒灌所致之損失。
- 六、由建築物牆壁、地基、地下室或邊道溢流滲漏所致之損失。
- 七、損失發生後因被保險人重大過失所致之擴大損失。
- 八、因固有瑕疵、正常耗損、乾裂、鏽蝕、蟲蛀所致之損失。
- 九、因氣候變化引起潮溼及發霉所致之損失。
- 十、雨水、雪霜經由已毀損屋頂、門窗或通氣口進入屋內所致之損失。

### 住宅火災及地震基本保險超額竊盜保險附加條款

#### 承保範圍：

茲經雙方同意，要保人於投保安達產物住宅火災及地震基本保險（以下簡稱主保險契約），加繳保險費後加保安達產物住宅火災及地震基本保險超額竊盜保險附加條款（以下簡稱本附加條款），本公司對於保險標的物在本附加條款有效期間內，直接因竊盜所致保險標的物之毀損或滅失，於扣除主保險契約竊盜理賠應給付之部分，依本附加條款之約定，負賠償責任。

#### 不保事項：

本公司對於下列損失，不負賠償責任：

- 一、任何性質之附帶損失。
- 二、要保人、被保險人或被保險人之配偶、家屬、受僱人、同居人之縱容、主謀、共謀，或串通所致之竊盜損失。
- 三、保險標的物存放於露天或未全部關閉之建築內所遭受之竊盜損失。
- 四、被保險人對於保險標的物所受之損失，無法證明確係由於竊盜所致者。

### 住宅火災及地震基本保險地層下陷、滑動或山崩保險附加條款

#### 承保範圍：

茲經雙方同意，經要保人加繳約定之保險費後，本公司對於保險標的物在本附加條款有效期間內，直接因非地震之突發及不可預料之地層下陷、滑動、山崩、地質鬆動、沙及土壤流失(包括土石流)所致之毀損或滅失，依本附加條款之約定，負賠償責任。

被保險人於承保危險事故發生後所支出之下列各項費用，本公司亦負賠償責任：

一、清除費用：指為清除受損保險標之物之殘餘物所生之必要費用。

二、臨時住宿費用：承保建築物毀損致不適合居住，於修復或重建期間，被保險人必須暫住旅社或租賃房屋，所支出之合理臨時住宿費用，每一事故之補償限額每日最高為新台幣參仟元，但以六十日為限。

前項第一款之清除費用與保險標之物之賠償金額合計超過保險金額者，本公司之賠償責任以保險金額為限。前項第二款之臨時住宿費用與保險標之物之賠償金額合計超過保險金額者，本公司仍負賠償責任。

第二項第一款之清除費用，須受不足額保險比例分攤之限制。第二項第二款之臨時住宿費用則不受不足額保險比例分攤之限制。

前述保險標之物，係指本附加條款承保之建築物及其內之動產。但住宅火災及地震基本保險條款第二十七條第一項動產自動納入之約定於本附加條款不適用之。

#### **不保事項：**

本公司對於下列毀損或滅失，不負賠償責任：

一、任何性質之附帶損失(Consequential Loss)。

二、直接因地震引起的地層下陷、滑動或山崩所致之損失。

三、直接或間接由於海岸遭受侵蝕、地層隆起(Heave)所致之損失。

四、建築物工程完成後一年內因固有瑕疵產生下陷所致之損失；但因外來意外事故所致者，不在此限。

五、地層下陷、滑動或山崩所致小徑、車道、圍籬、圍牆大門、擋土牆及露天設備設施之損失及其清除費用。

六、清理非保險標之物殘餘物或恢復原地形地物所產生之清除費用。

七、由於被保險人自行監造之建築物因設計錯誤、施工不良或材質不佳等所致之損失。

### **住宅火災及地震基本保險租金損失保險附加條款**

#### **承保範圍：**

茲經雙方同意，要保人加繳約定之保險費後，本公司對於在本附加條款有效期間內，直接因發生承保之危險事故致本附加條款所載明之承保保險標之物毀損或滅失，而直接引起租金之實際損失(Actual Loss Sustained)，依本附加條款約定，負賠償責任。但本公司之賠償責任以不超過本附加條款之保險金額為限。

#### **不保事項：**

本公司對下列損失，不負賠償責任。

一、其他附帶損失 (Consequential Loss)。

二、政府命令之拆除或焚毀所增加之租金損失。

三、受毀損之保險標之物於重建、修復或重置期間，因遭受罷工、暴動、民眾騷擾、他人之惡意破壞行為或恐怖主義份子之破壞行動，所增加之租金損失；即使本保險契約已承保附加罷工、暴動、民眾騷擾、惡意破壞行為保險及恐怖主義保險時亦同。

由於租賃權之終止、租賃契約解除、撤銷所致之損失。但該終止、解除、撤銷係因本保險契約承保之危險事故發生所致者，則本公司仍負賠償責任。

### **住宅火災及地震基本保險抵押權附加條款**

#### **承保範圍：**

茲經雙方同意，訂立本抵押權附加條款（以下簡稱本附加條款），本公司同意除臨時住宿費用外就本保險契約之保險金在抵押權人與被保險人債權債務範圍內，除本附加條款第二條另有約定外，應優先清償抵押權人之抵押債權，本公司並應直接給付予抵押權人。

### **住宅火災及地震基本保險續保約定附加條款**

#### **承保範圍**

茲經雙方同意，要保人投保安達產物住宅火災及地震基本保險（以下簡稱主保險契約）後，加保安達產物住宅火災及地震基本保險續保約定附加條款（以下簡稱本附加條款），本公司依本附加條款之約定，在有利於或不影響要保人及被保險人之權益，逐年辦理續保。

#### **除外責任與不保事項**

同主保險契約

### **屋主基本保險**

#### **一、財物損害保險**

##### **承保範圍**

本公司對於下列危險事故致保險標之物發生損失時，依本保險契約之約定，負賠償責任：

一、火災

- 二、閃電雷擊
- 三、爆炸
- 四、航空器及其零配件之墜落
- 五、機動車輛碰撞
- 六、意外事故所致之煙燻
- 七、罷工、暴動、民眾騷擾、惡意破壞行為
- 八、竊盜

因前項各款危險事故之發生，為救護保險標之物，致保險標之物發生損失者，視同本保險契約承保之危險事故所致之損失。

本章所稱損失係指承保之危險事故對承保之建築物或建築物內動產直接發生的毀損或滅失，不包括租金收入、預期利益、違約金及其他附帶損失。但本保險契約另有約定者，不在此限。

### **不保之危險事故**

除另有約定外，對於不論直接或間接因下列各種危險事故導致第二十條第一項承保之危險事故發生，本公司對保險標之物因此所生之損失，不負賠償責任。

- 一、地震、海嘯、地層滑動或下陷、山崩、地質鬆動、沙及土壤流失。
- 二、颱風、暴風、旋風或龍捲風。
- 三、洪水、河川、水道、湖泊之高漲氾濫或水庫、水壩、堤岸之崩潰氾濫。
- 四、恐怖主義者之破壞行為。
- 五、冰雹。

### **絕對不保之危險事故**

本公司對於不論直接或間接因下列各種危險事故導致第二十條第一項承保之危險事故發生者，本公司對保險標之物因此所生之損失，不負賠償責任。

- 一、要保人或被保險人之故意行為。
- 二、各種放射線之幅射及放射能之污染。
- 三、不論直接或間接因原子能或核子能引起之任何損失。
- 四、戰爭（不論宣戰與否）、類似戰爭行為、叛亂、扣押、征用、沒收等。
- 五、火山爆發、地下發火。
- 六、由於烹飪或使用火爐、壁爐或香爐正常使用產生之煙燻。
- 七、政府命令之焚毀或拆除。但因承保之危險事故發生導致政府命令之焚毀或拆除者，不在此限。

### **不保之建築物**

本保險契約所承保之建築物須作為住宅使用，凡全部或部分供辦公、加工、製造或營業用之建築物，不在本保險承保範圍以內。本公司對其發生之損失，不負賠償責任。

### **不保之動產**

本公司對於下列動產因承保之危險事故發生所致之損失，不負賠償責任：

- 一、供加工、製造或營業用之機器、生財器具、原料、半製品或成品。
- 二、各種動物或植物。
- 三、各種爆裂物或非法之違禁品。
- 四、供執行業務之器材。
- 五、承租人之動產。
- 六、被保險人及其配偶、家屬、受僱人或同居人受第三人寄託之財物。
- 七、皮草。
- 八、金銀條塊及其製品、珠寶、玉石、首飾、古玩、藝術品。
- 九、文稿、圖樣、圖畫、圖案、模型。
- 十、貨幣、股票、債券、郵票、票據及其他有價證券。
- 十一、各種文件、證件、帳簿或其他商業憑證簿冊。
- 十二、機動車輛及其零配件。

前項第四款至第十二款所列動產，如經特別約定載明承保者，本公司亦負賠償責任。

## **二、住宅地震基本保險**

### **承保範圍**

本保險承保之住宅建築物，因下列危險事故發生承保損失時，本公司按本保險契約之約定負賠償責任：

- 一、地震震動。

- 二、地震引起之火災、爆炸。
- 三、地震引起之山崩、地層下陷、滑動、開裂、決口。
- 四、地震引起之海嘯、海潮高漲、洪水。

#### **不保之危險事故**

本公司對下列各種危險事故所致住宅建築物之損失，不負賠償責任：

- 一、各種放射線之幅射及放射能之污染。
- 二、原子能或核子能直接或間接之幅射。
- 三、戰爭（不論宣戰與否）、類似戰爭行為、叛亂、扣押、征用、沒收等。
- 四、火山爆發、地下發火。
- 五、非因承保之危險事故所導致政府命令之焚毀或拆除。

### **屋主基本保險抵押權附加條款**

#### **承保範圍**

茲經雙方同意，訂立本抵押權附加條款（以下簡稱本附加條款），本公司同意除臨時住宿費用外就本保險契約之保險金在抵押權人與被保險人債權債務範圍內，除本附加條款第二條另有約定外，應優先清償抵押權人之抵押債權，本公司並應直接給付予抵押權人。

### **家庭成員日常生活責任保險**

#### **承保範圍**

被保險人於保險期間內，因下列事故致第三人體傷、死亡或財物受有損害，依法應負賠償責任而受賠償請求時，本公司依本保險契約之約定，負賠償之責：

- 一、被保險人因所有、使用或管理本保險契約所載明住所地址之住宅建築物及其內動產所引起之意外事故。前述之「住宅建築物」須作為住宅使用，凡全部或一部分供辦公、加工、製造或營業用，不在本保險契約承保範圍內。
- 二、被保險人因日常活動所引起之意外事故。前述所稱日常活動，係指經營業務或執行職務以外之一般日常行為。

#### **不保事項**

本公司對於被保險人因下列事項所致之賠償責任，不負賠償之責：

- 一、因被保險人之故意、教唆行為或從事犯罪或構成誹謗、公然侮辱或違反商標權、專利權、著作權之行為所致者。
- 二、地震、火山爆發及海嘯、核子分裂或輻射作用或各種形態之污染所致者。
- 三、因戰爭、類似戰爭（不論宣戰與否）、敵人侵略、外敵行為、叛亂、內亂、強力霸佔或被徵用所致者。
- 四、被保險人之四親等內血親及三親等內姻親之親屬間負擔的損害賠償責任。
- 五、因不法製造、儲存或使用爆裂物所致者。
- 六、因被保險人生產、製造、建造、安裝、改裝、加工、經銷、輸入、供應、修復、維修或保養產品或貨物之瑕疵所致者。
- 七、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時，仍應由被保險人負賠償責任者，不在此限。
- 八、被保險人向人租賃、代人保管、管理或控制之財物、住宅建築物及其所附裝潢，受有損失之賠償責任。
- 九、被保險人因心神喪失或酗酒或吸食毒品、施打或服用麻醉藥品、違禁品、迷幻劑，或傳染疾病予他人所致者。
- 十、被保險人所有、使用或管理動力車輛、飛機、輕航機、飛行船、船舶、軍用艦艇、水上設施或槍械所致者。
- 十一、因承保之住宅建築物變更其使用性質或進行修繕或營建工程所致者。
- 十二、被保險人之住宅建築物所屬大樓或公寓之共有設施，發生意外致第三人受有體傷或財損，且未能歸責於特定人時，該超過被保險人持分比例之賠償責任。
- 十三、任何性質之附帶損失。前述所稱附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。

### **海外旅行綜合保險（個人保障型）**

#### **承保範圍：**

被保險人於本保險期間內進行海外旅行，本公司依照本保險契約約定之承保範圍，對被保險人負賠償之責。承保範圍得經雙方當事人同意後就下列各保險同時或分別訂之：

- 一、 旅程取消保險
- 二、 旅程縮短保險
- 三、 旅行文件損失保險
- 四、 旅程延誤保險
- 五、 行李損失保險
- 六、 行李延誤費用保險
- 七、 第三人責任保險
- 八、 旅行期間居家竊盜保險



- 九、 班機延誤失接保險
- 十、 班機改降保險
- 十一、現金竊盜損失保險
- 十二、信用卡盜用損失保險

被保險人依前項各承保項目請求理賠時，對於每一承保項目於保險期間內以申請一次為限。

**共同不保事項：**

被保險人直接或間接因下列事項所致之損失或所負之責任，本公司不負理賠責任：

- 一、 被保險人犯罪行為。
- 二、 被政府機關徵用、沒收、扣押或銷毀。
- 三、 被保險人違反任何政府或法規之規定，或任何從事政府或法規禁止之行為。
- 四、 被保險人因從事下列活動發生之意外事故：
  - 1. 角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
  - 2. 汽車、機車及自由車等的競賽或表演。
- 五、 被保險人故意行為。
- 六、 精神病、神經系統疾病或嗜睡症。
- 七、 被保險人服役或參加軍事行動。
- 八、 非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。
- 九、 被保險人從事交通工具測試、現場製造、營建、海上工作（如職業潛水、鑽油井等）、礦業、空中攝影或爆破工作期間所發生之意外事故。
- 十、 任何以獲得醫療為目的之旅行。
- 十一、因戰爭、類似戰爭行為（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為所致者。但本保險契約另有約定者不在此限。
- 十二、因原子或核子能裝置所引起之爆炸、灼熱、幅射或污染。

另有各保險之特別不保事項，詳本保險契約條款第 20、23、27、30、34、35、39、42、45、52、57、61 條。

### 海外旅行綜合保險（個人保障型）全年保障附加條款

**承保範圍**

茲經雙方同意，加繳保險費後，投保「安達產物海外旅行綜合保險（個人保障型）」（以下簡稱主保險單）附加「全年保障附加條款」（以下簡稱本附加條款），本公司就主保險單第二條約定之各承保項目，依主保險單及本附加條款約定給付保險金。

被保險人依主保險單第二條約定之各承保項目請求理賠時，對於每一承保項目於每次進行海外旅行，以申請一次為限  
**不保事項同主保險契約**

### 海外旅行綜合保險(電子商務適用)

**【承保範圍】**

被保險人於本保險期間內進行海外旅行，本公司依照本保險契約約定之承保範圍，對被保險人負賠償之責。承保範圍得經雙方當事人同意後就下列各保險同時或分別訂之：

- 一、 旅程取消保險
- 二、 旅程縮短保險
- 三、 旅行文件損失保險
- 四、 旅程延誤保險
- 五、 行李損失保險
- 六、 行李延誤費用保險
- 七、 第三人責任保險
- 八、 旅行期間居家竊盜保險
- 九、 班機延誤失接保險
- 十、 班機改降保險
- 十一、現金竊盜損失保險
- 十二、信用卡盜用損失保險

被保險人依前項各承保項目請求理賠時，對於每一承保項目於保險期間內以申請一次為限。

**【共同不保事項】**

被保險人直接或間接因下列事項所致之損失或所負之責任，本公司不負理賠責任：

- 一、 被保險人犯罪行為。
- 二、 被政府機關徵用、沒收、扣押或銷毀。
- 三、 被保險人違反任何政府或法規之規定，或任何從事政府或法規禁止之行為。
- 四、 被保險人因從事下列活動發生之意外事故：
  1. 角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
  2. 汽車、機車及自由車等的競賽或表演。
- 五、 被保險人故意行為。
- 六、 精神病、神經系統疾病或嗜睡症。
- 七、 被保險人服役或參加軍事行動。
- 八、 非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。
- 九、 被保險人從事交通工具測試、現場製造、營建、海上工作（如職業潛水、鑽油井等）、礦業、空中攝影或爆破工作期間所發生之意外事故。
- 十、 任何以獲得醫療為目的之旅行。
- 十一、 因戰爭、類似戰爭行為（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為所致者。但本保險契約另有約定者不在此限。
- 十二、 因原子或核子能裝置所引起之爆炸、灼熱、幅射或污染。

\*各承保範圍有其不保事項，詳細內容請參照條款。

### 海外旅行綜合保險(團體保障型)

本公司之海外旅行綜合保險（團體保障型），承保企業團體之員工於海外商務旅遊可能發生之危險事故，目的在於保障被保險人於海外商務旅行時行程上之各種不便及因而產生之費用，可獲得適當的保障及賠償。

#### 壹、承保對象

各企業團體之出差人士。

#### 貳、承保範圍

被保險人於本保險期間內進行海外商務旅行，本公司依照本保險契約約定之承保範圍，對被保險人負賠償之責。承保範圍得經雙方當事人同意後就下列各保險同時或分別訂之：

##### 一、旅程取消保險

被保險人因事故致其必須取消預定之旅程，對於被保險人無法取回之預付交通或住宿費用，本公司依本承保項目之約定，負理賠之責。

##### 二、旅程縮短保險

被保險人於「海外商務旅行保障期間」內，因事故必須提早結束旅程而返回中華民國境內之住居所，所需額外支出之交通及住宿費用；或是因而無法取回之已預付交通費及住宿費用，本公司依本承保項目之約定，負理賠之責。

##### 三、旅行文件損失保險

被保險人於「海外商務旅行保障期間」內，因旅行文件或交通工具票證被強盜、搶奪、竊盜或遺失時，重置該文件所需之費用，本公司依本承保項目之約定，負理賠之責。

##### 四、旅程延誤保險

被保險人於「海外商務旅行保障期間」內，所搭乘之公共交通工具因天氣惡劣、機械故障、天災、被人劫持或該交通工具業者之受僱人罷工或工運活動，致其所預定搭乘之公共交通工具較預定出發時間延誤6小時以上者，本公司依本承保項目之約定，對被保險人負理賠之責。

##### 五、行李損失保險

被保險人於「海外商務旅行保障期間」內，因事故致其所擁有且穿著或置於行李箱、手提箱或類似容器內攜帶之可攜式小型電腦、衣物或個人物品遭受毀損滅失或遺失，本公司依本承保項目之約定，負理賠之責。

##### 六、行李延誤費用保險

被保險人於「海外商務旅行保障期間」內，其隨行託運之行李因公共交通工具業者之處理失當，致其在抵達目的地後十小時內仍未領得時，本公司依本承保項目之約定，對被保險人負給付保險金額之責。

##### 七、第三人責任保險

被保險人於「海外商務旅行保障期間」內，因其行為致第三人死亡、體傷或財物受損，依法應負賠償責任，而受賠償

請求時，本公司依本承保項目之約定，負理賠之責。

#### 八、 旅行期間居家竊盜保險

被保險人於「海外商務旅行保障期間」內，因竊盜致其在中華民國境內住居所之建築物毀損或其內動產毀損滅失，對於因此所受損失，本公司依本承保項目之約定，負理賠之責。但該毀損之建築物以被保險人自有者為限。

#### 九、 班機延誤失接保險

被保險人於「海外商務旅行保障期間」內，以乘客身份乘坐定期航班，因前班班機延誤而致轉接班機失接，於到達轉運站後六小時內無其他班機可供其轉接者，本公司依本承保項目之約定，對被保險人負理賠之責。

#### 十、 班機改降保險

被保險人於「海外商務旅行保障期間」內，以乘客身份乘坐定期航班，起飛後因受天氣因素、機械故障影響，致改降非原定降落機場者（不包括改降於中華民國境內其他機場），本公司依本承保項目之約定，對被保險人負理賠之責。

#### 十一、 現金竊盜損失保險

被保險人於「海外商務旅行保障期間」內，其隨身攜帶或置存於旅館房間保險箱內之現金因遭遇竊盜、強盜與搶奪等事故而致損失，本公司依本承保項目之約定，在保險金額範圍內對被保險人負理賠之責。

#### 十二、 信用卡盜用損失保險

被保險人於「海外商務旅行保障期間」內，因其隨身攜帶之信用卡遺失或遭受竊盜、強盜與搶奪而向該信用卡之發行機構掛失或止付前二十四個小時內，因未經授權而遭盜刷之損失，包括信用卡掛失止付及申請重置之費用，本公司依本承保項目之約定，對被保險人負理賠之責。

被保險人依前項各承保項目請求理賠時，對於每一承保項目於保險期間內以申請一次為限。

#### 參、 共同不保事項

被保險人直接或間接因下列事項所致之損失或所負之責任，本公司不負理賠責任：

- 一、 被保險人犯罪行為。
- 二、 被政府機關徵用、沒收、扣押或銷毀。
- 三、 被保險人違反任何政府或法規之規定，或任何從事政府或法規禁止之行為。
- 四、 被保險人因從事下列活動發生之意外事故：
  1. 角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
  2. 汽車、機車及自由車等的競賽或表演。
- 五、 被保險人故意行為。
- 六、 精神病、神經系統疾病或嗜睡症。
- 七、 被保險人服役或參加軍事行動。
- 八、 非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。
- 九、 被保險人從事交通工具測試、現場製造、營建、海上工作（如職業潛水、鑽油井等）、礦業、空中攝影或爆炸工作期間所發生之意外事故。
- 十、 任何以獲得醫療為目的之旅行。
- 十一、 因戰爭、類似戰爭行為（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為所致者，但本保險契約另有約定者不在此限。
- 十二、 因原子或核子能裝置所引起之爆炸、灼熱、幅射或污染。

另有各保險之特別不保事項，詳本保險契約條款第 21、24、28、31、35、36、40、43、46、53、58、62 條。

### 海外旅行綜合保險(甲型)(個人保障型)

#### 【承保範圍】

#### 第二條 承保範圍

被保險人於本保險期間內進行海外旅行，本公司依照本保險契約約定之承保範圍，對被保險人負賠償之責。承保範圍經雙方當事人同意後就下列各保險同時或分別訂之：

- 一、 旅程取消保險
- 二、 旅程縮短保險
- 三、 旅行文件損失費用保險
- 四、 劫機補償保險

- 五、行李損失保險
- 六、行李延誤補償保險
- 七、第三人責任保險
- 八、旅行期間居家竊盜保險
- 九、班機改降補償保險
- 十、現金竊盜損失保險
- 十一、信用卡盜用損失保險
- 十二、等待返國住宿費用保險

### 第三條 名詞定義

本保險契約所使用名詞定義如下：

- 一、「公共交通工具」係指有營業執照，可對外運送付費乘客之公共汽車、船舶、火車、電車、大眾捷運系統，固定班次而往返於商用機場之飛機（包括其所提供之機場接駁汽車）及其他有固定班次之交通工具。前述船舶包含用於娛樂航海，非以運輸為主要用途的郵輪，但不包括於河上航行之觀光船隻。
- 二、「重症」係指因傷害或疾病，經醫院診斷須立即住院治療，證明若不住院治療將危及生命者。不包括「既有疾病」（指於保險期間開始前三個月內曾接受醫生診療的疾病），或懷孕、生育及流產所引起者。
- 三、「醫院」係指依照中華民國或旅行當地醫療法規定領有開業執照並設有病房收治病人之公、私立及醫療法人醫院。
- 四、「同行夥伴」係指全程陪伴被保險人參加同一旅程之配偶或二等親以內之親屬。
- 五、「海外」係指中華民國管轄權(包括台灣、澎湖、金門、馬祖)以外地區。
- 六、「住居所」住所係指依一定事實，足認以久住之意思，住於一定地域之處所；居所係指無久住之意思所居住之處所前開住居所之設定與廢止，依民法第二十條至二十四條規定及相關法令定之。
- 七、「傳染病」係指國際衛生組織所指定之傳染病。
- 八、「旅行文件」係指護照、簽證、臺胞證及其他作為出入國境或通行之文件。
- 九、「交通工具票證」係指機票、船票、火車票或其他交通工具之票證。
- 十、「劫機」係指被保險人於保險期間內所搭乘之飛機遭遇非由合法政府或司法機關控制指揮之個人或團體使用武力威脅使用武力劫持，並強迫限制被保險人行動之情形。
- 十一、「海外旅行期間」係指於本保險單上所載之保險期間時日內，被保險人實際進行海外之旅行之期間。實際進行海外旅行期間之起點，係指被保險人離開中華民國海關出境櫃台之時。實際進行旅行期間之終點，係指列較先屆至者之時日：(1)被保險人抵達中華民國海關入境櫃台之時。(2)本保險契約所載保險期間屆滿之時。
- 十二、「定期航班」係指經當地政府登記許可之航（路）線，具有固定場站，提供不特定旅客運送服務之班機。
- 十三、「意外傷害事故」係指非由疾病引起之外來突發事故。
- 十四、「突發疾病」係指被保險人非以獲得海外醫療為目的，並在每次出國前九十天以內未曾接受過該項疾病之斷、治療或用藥，且需即時在醫院或診所治療始能避免損害身體健康之疾病。

### 旅程取消保險

#### 第十九條 承保範圍

被保險人因下列事故致其必須取消預定之旅程，對於被保險人因而無法取回之已預付交通費、住宿費用或旅行團費本公司依本承保項目之約定，負理賠之責。

- 一、在保險期間開始前十四日內，被保險人、配偶或二等親以內之親屬死亡。
- 二、在保險期間開始前七日內，被保險人、配偶或二等親以內之親屬罹患重症需連續住院且於保險期間開始前尚未出院、被保險人脊柱或下肢骨折經醫生診斷行動不便不宜旅行或被保險人擔任訴訟之證人或接受強制檢疫。
- 三、在保險期間開始前七日內，被保險人預定搭乘之公共交通工具業者之受僱人罷工，或其預定前往之地點發生傳染病、暴動。
- 四、被保險人或其同行夥伴在中華民國境內住居所之建築物及置存於其內之動產，在保險期間開始日前七日內，因災、洪水、地震、颱風或其他天災毀損，且損失金額超過新台幣25萬元者。

前項事故須發生在本保險契約訂立後，被保險人開始旅行行程前。

### 旅程縮短保險

#### 第二十二條 承保範圍

被保險人於海外旅行期間內，因下列事故必須提早結束旅程而返回中華民國境內之住居所，所需額外支出之交通及住宿費用；或是因而無法取回之已預付交通費、住宿費用或旅行團費，本公司依本承保項目之約定，負理賠之責：

- 一、被保險人或其同行夥伴死亡、遭受重症或被人劫持。
- 二、居住於中華民國境內之被保險人配偶或二等親屬死亡或遭受重症且醫院已發出病危通知。
- 三、被保險人預定搭乘之公共交通工具業者之受僱人罷工，預定前往之地點發生傳染病、暴動或天災。

## 旅行文件損失保險

### 第二十六條 承保範圍

被保險人於海外旅行期間內，因旅行文件或交通工具票證被強盜、搶奪、竊盜或遺失時，重置該文件所需之費用，本公司依本承保項目之約定，負理賠之責。

## 劫機補償保險

### 第二十九條 承保範圍

被保險人於海外旅行期間內遭遇劫機事故時，自其遭遇劫機之日起，至脫離劫機狀況之日為止，本公司按本承保項目約定「劫機補償日額」金額乘以劫機期間日數，給付劫機補償保險金，劫機期間未滿二十四小時者以一日計。但每次高補償日數以十日為限。

## 行李損失保險

### 第三十一條 承保範圍

被保險人於海外旅行期間內，因下列事故致其所擁有且穿著或置於行李箱、手提箱或類似容器內攜帶之衣物或個人物品遭受毀損滅失或遺失，本公司依本承保項目之約定，負理賠之責。

- 一、竊盜、強盜與搶奪。
- 二、因其所住宿之旅館或所搭乘之公共交通工具業者處理失當所致之毀損滅失或遺失。

## 行李延誤補償保險

### 第三十七條 承保範圍

被保險人於海外旅行期間內，其隨行託運之行李因公共交通工具業者之處理失當，致其在抵達目的地後六小時內仍未領得時，本公司依本承保項目之約定，對被保險人負給付保險金額之責。但保險期間內以給付二次為限。前述目的地亦包含機票上所載被保險人於旅遊途中停留之轉機地，但以被保險人已實際辦理出境或自費住宿者為限。

## 第三人責任保險

### 第四十條 承保範圍

被保險人於海外旅行期間內，因其行為致第三人死亡、體傷或財物受損，依法應負賠償責任，而受賠償請求時，本公司依本承保項目之約定，負理賠之責。

被保險人因處理民事賠償請求所生之費用及因民事訴訟所生之費用，事前經本公司同意者，由本公司償還之，但應賠償之金額超過保險金額者，本公司僅按保險金額與應賠償金額之比例分攤之。被保險人因刑事責任所生之一切費用，由被保險人自行負擔，本公司不負償還之責。

## 旅行期間居家竊盜保險

### 第四十三條 承保範圍

被保險人於保險期間內，因竊盜致其在中華民國境內住居所之建築物毀損或其內動產毀損滅失，對於因此所受損失，本公司依本承保項目之約定，負理賠之責。但該毀損之建築物以被保險人自有者為限。

## 班機改降補償保險

### 第四十八條 承保範圍

被保險人於海外旅行期間內，以乘客身份搭乘定期航班，起飛後因受天氣因素、機械故障影響，致改降落非原定降落機場者（不包括改降於中華民國境內其他機場或返回起飛機場），本公司依本承保項目之約定，對被保險人負理賠之責。但保險期間內以給付二次為限。

## 現金竊盜損失保險

### 第五十條 承保範圍

被保險人於海外旅行期間內，其隨身攜帶或置存於旅館房間內之現金因遭遇竊盜、強盜與搶奪等事故而致損失，本公司依本承保項目之約定，在保險金額範圍內對被保險人負理賠之責。

前項所稱現金係指現行通用之紙幣、硬幣、支票、匯票或旅行支票。

如係支票、匯票或旅行支票之損失，應扣除票據付款人依約應承擔之部分。

## 信用卡盜用損失保險

### 第五十四條 承保範圍

被保險人於海外旅行期間內，因其所持有之信用卡遺失或遭受竊盜、強盜與搶奪而向該信用卡之發行機構掛失或止付

前二十四個小時內，因未經授權而遭盜刷之損失，包括信用卡掛失止付及申請重置之費用，本公司依本承保項目之約定，對被保險人負理賠之責。

前項之損失及費用應扣除該信用卡之發行機構就該信用卡之遺失或遭受竊盜、強盜與搶奪事件依約應承擔之部分。

#### **等待返國住宿費用保險**

##### **第五十八條 承保範圍**

被保險人於海外旅行期間內，因遭受急難事故於海外醫療機構住院，於出院後安排返回中華民國台灣地區前所需額外支出之實際住宿費用，本公司依本承保項目之約定，負賠償之責。但給付最高以五日為限。

前項急難事故係指被保險人因遭受意外傷害事故或突發疾病而需住院接受治療，且連續住院七日以上者；若被保險人院期間需轉院治療者，該轉送期間亦計入於期間之計算。

#### **【不保事項】**

##### **第四條 共同不保事項**

被保險人直接或間接因下列事項所致之損失或所負之責任，本公司不負理賠責任：

- 一、 被保險人犯罪行為。
- 二、 被政府機關徵用、沒收、扣押或銷毀。
- 三、 被保險人違反任何政府或法規之規定，或任何從事政府或法規禁止之行為。
- 四、 被保險人因從事下列活動發生之意外事故：
  1. 角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
  2. 汽車、機車及自由車等的競賽或表演。
- 五、 被保險人故意行為。
- 六、 精神病、神經系統疾病或嗜睡症。
- 七、 被保險人服役或參加軍事行動。
- 八、 非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。
- 九、 被保險人從事交通工具測試、現場製造、營建、海上工作（如職業潛水、鑽油井等）、礦業、空中攝影或爆破工期間所發生之意外事故。
- 十、 任何以獲得醫療為目的之旅行。
- 十一、 因戰爭、類似戰爭行為（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為所致者，但本保險契約另有約定者不在此限。
- 十二、 因原子或核子能裝置所引起之爆炸、灼熱、幅射或污染。

#### **新海外旅行綜合保險(團體保障型)**

本公司之海外旅行綜合保險（團體保障型），承保企業團體之員工於海外商務旅遊可能發生之危險事故，目的在於保障被保險人於海外商務旅行時行程上之各種不便及因而產生之費用，可獲得適當的保障及賠償。

##### **壹、承保對象**

各企業團體之出差人士。

##### **貳、承保範圍**

被保險人於本保險期間內進行海外商務旅行，本公司依照本保險契約約定之承保範圍，對被保險人負賠償之責。承保範圍得經雙方當事人同意後就下列各保險同時或分別訂之：

##### **一、旅程取消保險**

被保險人因事故致其必須取消預定之旅程，對於被保險人無法取回之預付交通或住宿費用，本公司依本承保項目之約定，負理賠之責。

##### **二、旅程縮短保險**

被保險人於「海外商務旅行保障期間」內，因事故必須提早結束旅程而返回中華民國境內之住居所，所需額外支出之交通及住宿費用；或是因而無法取回之已預付交通費及住宿費用，本公司依本承保項目之約定，負理賠之責。

### 三、旅行文件損失保險

被保險人於「海外商務旅行保障期間」內，因旅行文件或交通工具票證被強盜、搶奪、竊盜或遺失時，重置該文件所需之費用，本公司依本承保項目之約定，負理賠之責。

### 四、旅程延誤保險

被保險人於本保險契約第三條第十三項所定義的「海外商務旅行保障期間」內，所搭乘之公共交通工具因天氣惡劣、機械故障、天災、被人劫持，或該公共交通工具業者之受僱人罷工，或其預定前往之地點發生暴動，致其所預定搭乘之公共交通工具較預定出發時間延誤 6 小時以上者，本公司依本承保項目之約定，對被保險人負理賠之責。

### 五、行李損失保險

被保險人於「海外商務旅行保障期間」內，因事故致其所擁有且穿著或置於行李箱、手提箱或類似容器內攜帶之可攜式小型電腦、衣物或個人物品遭受毀損滅失或遺失，本公司依本承保項目之約定，負理賠之責。

### 六、行李延誤費用保險

被保險人於「海外商務旅行保障期間」內，其隨行託運之行李因公共交通工具業者之處理失當，致其在抵達目的地後十小時內仍未領得時，本公司依本承保項目之約定，對被保險人負給付保險金額之責。

### 七、第三人責任保險

被保險人於「海外商務旅行保障期間」內，因其行為致第三人死亡、體傷或財物受損，依法應負賠償責任，而受賠償請求時，本公司依本承保項目之約定，負理賠之責。

### 八、旅行期間居家竊盜保險

被保險人於「海外商務旅行保障期間」內，因竊盜致其在中華民國境內住居所之建築物毀損或其內動產毀損滅失，對於因此所受損失，本公司依本承保項目之約定，負理賠之責。但該毀損之建築物以被保險人自有者為限。

### 九、班機延誤失接保險

被保險人於「海外商務旅行保障期間」內，以乘客身份乘坐定期航班，因天氣惡劣、機械故障、天災、被人劫持，或該航空公司業者之受僱人罷工，或其預定前往之地點發生暴動，造成前班班機延誤而致轉接班機失接，於到達轉運地後六小時內無其他班機可供其轉接者，本公司依本承保項目之約定，對被保險人負理賠之責。前項所稱之延誤，不包括發生於中華民國國內之航班。

### 十、班機改降保險

被保險人於「海外商務旅行保障期間」內，以乘客身份乘坐定期航班，起飛後因天氣因素、機械故障、天災、被人劫持，或該航空公司業者之受僱人罷工，或其預定前往之地點發生暴動，致改降落非原定降落機場者（不包括改降於中華民國境內其他機場），本公司依本承保項目之約定，對被保險人負理賠之責。

### 十一、現金竊盜損失保險

被保險人於「海外商務旅行保障期間」內，其隨身攜帶或置存於旅館房間保險箱內之現金因遭遇竊盜、強盜與搶奪等事故而致損失，本公司依本承保項目之約定，在保險金額範圍內對被保險人負理賠之責。

### 十二、信用卡盜用損失保險

被保險人於「海外商務旅行保障期間」內，因其隨身攜帶之信用卡遺失或遭受竊盜、強盜與搶奪而向該信用卡之發行機構掛失或止付前二十四個小時內，因未經授權而遭盜刷之損失，包括信用卡掛失止付及申請重置之費用，本公司依本承保項目之約定，對被保險人負理賠之責。

被保險人依前項各承保項目請求理賠時，對於每一承保項目於保險期間內以申請一次為限。

### 參、共同不保事項

被保險人直接或間接因下列事項所致之損失或所負之責任，本公司不負理賠責任：

- 十三、 被保險人犯罪行為。
- 十四、 被政府機關徵用、沒收、扣押或銷毀。
- 十五、 被保險人違反任何政府或法規之規定，或任何從事政府或法規禁止之行為。
- 十六、 被保險人因從事下列活動發生之意外事故：
  1. 角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

2. 汽車、機車及自由車等的競賽或表演。
- 十七、 被保險人故意行為。
- 十八、 精神病、神經系統疾病或嗜睡症。
- 十九、 被保險人服役或參加軍事行動。
- 二十、 非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。
- 二十一、 被保險人從事交通工具測試、現場製造、營建、海上工作（如職業潛水、鑽油井等）、礦業、空中攝影或爆炸工作期間所發生之意外事故。
- 二十二、 任何以獲得醫療為目的之旅行。
- 二十三、 因戰爭、類似戰爭行為（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為所致者，但本保險契約另有約定者不在此限。
- 二十四、 因原子或核子能裝置所引起之爆炸、灼熱、幅射或污染。
- 另有各保險之特別不保事項，詳本保險契約條款第 21、24、28、31、35、36、40、43、46、53、58、62 條。**

### 海外旅行綜合保險額外住宿費用附加條款

#### 第一條 承保範圍

茲經雙方同意，要保人於投保安達產物海外旅行綜合保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物海外旅行綜合保險額外住宿費用附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因下列事由發生致需額外住宿而導致回程日期延後，本公司依保險單首頁所載之每日保險金限額乘以額外住宿日數給付保險金，保險期間內最高給付日數以十日為限：

- 一、護照或旅行文件因遭竊盜、搶奪、強盜、遺失致毀損滅失或無法使用；但因遭任何政府扣押或沒收充公者除外。
- 二、檢疫之規定；但被保險人明知或未採取合理之步驟除外。
- 三、因被保險人搭乘汽車、火車、航空器或輪船等發生交通意外事故。
- 四、因天然災變及不可抗力之天候因素所致者。

#### 第二條 特別不保事項

- 一、被保險人未於保險事故發生後24小時內向事故發生當地之警政單位報案並取得報案證明者，本公司不負理賠責任。
- 二、被保險人僅變更原訂住宿天數或地點，而未延後回程日期者。

### 海外旅行綜合保險旅程延誤補償附加條款

#### 第一條 承保範圍

茲經雙方同意，要保人於投保安達產物海外旅行綜合保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物海外旅行綜合保險旅程延誤補償附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，在海外旅行期間因下列事由致預定之旅程延誤四小時以上時，本公司依保險單首頁所載之保險金額定額給付保險金。但保險期間內以給付二次為限。

- 一、被保險人搭乘之公共交通工具因天氣惡劣、天災、機械故障、流量管制、人員調度、超額訂位或該交通工具業者之受僱人罷工或工運活動，致所預定搭乘之公共交通工具較預定出發時間延誤四小時以上時。
  - 二、被保險人搭乘定期航班，因前班班機延誤而致轉接班機失接，於到達轉運站後四小時內無其他班機可供轉接者。前項第一款所稱之延誤，包括自中華民國出發之班機於預定起飛時間四小時內確定被取消、或機場於該班機於預定起飛時間四小時內確定宣佈關閉者（以航空公司或機場網站公告為準）。
- 旅程延誤期間之計算，自公共交通工具預定出發之時起，至該公共交通工具業者所提供之第一班替代交通工具出發之時止。但被保險人因不可抗力因素致無法搭乘公共交通工具業者所提供之第一班替代交通工具者，則旅程延誤期間之計算，至公共交通工具業者提供之次一班替代交通工具出發之時為止。



## 第二條 特別不保事項

除主保險契約共同條款之共同不保事項外，本公司對下列事項亦不負賠償責任：

- 一、被保險人因本身事由而未搭乘預定之公共交通工具。
- 二、被保險人向本公司締結本保險契約前，已發生罷工或工運活動。
- 三、被保險人抵達機場或港口之時，已逾其預定搭乘班機或船舶辦理登機或登艙之時間。
- 四、被保險人未搭乘公共交通工具業者所提供之第一班替代交通工具。但被保險人因不可抗力因素致無法搭乘公共交通工具業者所提供之第一班替代交通工具者，不在此限。
- 五、預定搭乘之航班於預定之起飛時間四小時前已確定被取消、延誤或機場於該航班之預定起飛時間四小時前已確定宣佈關閉（以航空公司或機場網站公告為準）。
- 六、可由旅館業者、航空業者、旅行社或其他提供旅行、住宿業者處獲得之退款。

## 海外旅行綜合保險旅程延誤補償附加條款(二擇一型)(電子商務適用)

### 第一條 承保範圍

茲經雙方同意，要保人於投保安達產物海外旅行綜合保險(電子商務適用)(以下簡稱主保險契約)後，加繳保險費，投保安達產物海外旅行綜合保險旅程延誤補償附加條款(二擇一型)(電子商務適用)(以下簡稱本附加條款)，被保險人於本附加條款有效期間內，在海外旅行期間因下列事由致原先預定之旅程延誤時，本公司依本附加條款之約定，負給付保險金之責。但保險期間內以給付二次為限。

- 一、被保險人搭乘之公共交通工具因天氣惡劣、天災、機械故障、流量管制、人員調度、超額訂位或該交通工具業者之受僱人罷工或工運活動，致所預定搭乘之公共交通工具較預定出發時間延誤超過本附加條款第二條所約定之時數。
- 二、被保險人搭乘定期航班，因前班班機延誤而致轉接班機失接，於到達轉運站後超過本附加條款第二條所約定之時數而無其他班機可供轉接者。

前項第一款所稱之延誤，包括自中華民國出發之班機於預定起飛時間四小時內確定被取消、或機場於該班機於預定起飛時間四小時內確定宣佈關閉者（以航空公司或機場網站公告為準）。

旅程延誤期間之計算，自公共交通工具預定出發之時起，至該公共交通工具業者所提供之第一班替代交通工具出發之時止。但被保險人因不可抗力因素致無法搭乘公共交通工具業者所提供之第一班替代交通工具者，則旅程延誤期間之計算，至公共交通工具業者提供之次一班替代交通工具出發之時為止。

### 第三條 特別不保事項

除主保險契約共同條款之共同不保事項外，本公司對下列事項亦不負賠償責任：

- 一、被保險人因本身事由而未搭乘預定之公共交通工具。
- 二、被保險人向本公司締結本保險契約前，已發生罷工或工運活動。
- 三、被保險人抵達機場或港口之時，已逾其預定搭乘班機或船舶辦理登機或登艙之時間。
- 四、被保險人未搭乘公共交通工具業者所提供之第一班替代交通工具。但被保險人因不可抗力因素致無法搭乘公共交通工具業者所提供之第一班替代交通工具者，不在此限。
- 五、預定搭乘之航班於預定之起飛時間四小時前已確定被取消、延誤或機場於該航班之預定起飛時間四小時前已確定宣佈關閉（以航空公司或機場網站公告為準）。
- 六、可由旅館業者、航空業者、旅行社或其他提供旅行、住宿業者處獲得之退款。

## 保險費分期繳付附加條款

### 承保範圍：

茲經雙方同意，要保人於保險期間內得分期繳付保險費，每期應繳金額應包含保險費及利息，但經本公司同意免計利息者，本公司於保單所載之保險費之外，不再加收利息。

約定本附加條款者，每期應繳付日期及應繳付金額依雙方約定訂之。分期繳付之第一期應繳付金額，應於契約訂立時繳付。本保險契約於本公司收訖第一期保險費後始生效力，本公司應給予要保人第一期保險費繳費憑證為憑。

要保人依本附加條款選定分期繳付方式後，於保險期間內不得再變更為其他分期繳付方式。

## 勞工失業給付保險

### 壹、承保範圍

#### 第二條 承保範圍

茲約定，勞工與代投保單位訂立債權債務契約後，於債務人尚未清償債務前，債務人得以自己為被保險人投保本公司勞工失業給付保險(以下簡稱本契約)；被保險人在本契約有效期間內，發生本契約第四條第五款所稱之非自願離職情事之一，且符合本條第三項規定之條件時，於等待期屆滿後，本公司同意自被保險人離職日之翌日起，按月給付保險金，直至下列三款日期中較早屆至之日止：

- 一、非自願離職狀態終了之日。
- 二、保險單所載最高給付期限屆滿之日。
- 三、被保險人身故之日。

前項保險金之給付，不滿一個月者以一個月計。

被保險人發生非自願離職並符合下列條件者，本公司依本契約按月給付保險金：

- 一、具有工作能力及繼續工作意願。
- 二、至非自願離職辦理勞工保險退保當日止，累計繳納勞工保險費滿一年。
- 三、向公立就業服務機構辦理求職登記，並依就業保險法之規定領有失業給付或職業訓練生活津貼。

### 貳、除外責任與不保事項

#### 第三條 除外責任

被保險人直接或間接因下列原因導致非自願離職失業者，本公司不負給付責任：

- 一、屬勞動基準法第十二條第一項各款規定所致。
- 二、由於戰爭、兵亂、罷工、暴動、民眾騷擾、核子分裂或輻射作用導致離職。
- 三、在被保險人投保生效日前已被告知即將裁員。
- 四、被保險人之自願離職。
- 五、被保險人為臨時性工作、短期性工作、季節性工作、或簽訂一定期限且確知其勞動契約到期日者。
- 六、被保險人發生非自願性失業係在投保生效日後六十日內；但若係於續保年度發生者，不在此限。
- 七、勞資爭議或停工。
- 八、失能。
- 九、被保險人為自僱者。

## 住宅動產火災保險

### 承保範圍：

本公司對於下列危險事故致保險標的物發生損失時，依本契約之規定，負賠償責任：

- 一、火災
- 二、閃電雷擊
- 三、爆炸
- 四、航空器墜落
- 五、機動車輛碰撞
- 六、意外事故所致之煙燻

因前項各款危險事故之發生，為救護保險標的物，致保險標的物發生損失者，視同本契約承保危險事故所致之損失。本契約所稱「損失」係指依本契約承保之危險事故對承保之保險標的物直接發生之毀損或滅失。但本契約另有約定者不在此限。

### 不保事項：

#### 不保之危險事故

本公司對下列各種危險事故所致保險標的物之損失，不負賠償責任：

- 一、各種放射線之幅射及放射能之污染。
- 二、不論直接或間接因原子能或核子能引起之任何損失。
- 三、戰爭(不論宣戰與否)、類似戰爭行為、叛亂、扣押、征用、沒收等。

- 四、火山爆發、地下發火。
- 五、要保人或被保險人之故意行為。
- 六、由於烹飪或使用火爐、壁爐或香爐正常使用產生之煙燻。
- 七、政府命令之焚毀或拆除。但因承保之危險事故發生導致政府命令之焚毀或拆除者，本公司負賠償責任。
- 八、保險標的物自身之醱酵、自然發熱、自燃或烘焙。
- 九、竊盜。
- 十、第三人之惡意破壞行為。
- 十一、衛浴、消防設備及水管之滲漏。
- 十二、不論直接或間接由於下列危險事故，或因其引起之火災或其延燒或爆炸所致之損失：
  - (一) 地震、海嘯、地層滑動或下陷、山崩、地質鬆動、沙及土壤流失。
  - (二) 颱風、暴風、旋風或龍捲風。
  - (三) 洪水、河川、水道、湖泊之高漲氾濫或水庫、水壩、堤岸之崩潰氾濫。
  - (四) 罷工、暴動、民眾騷擾。
  - (五) 恐怖主義者之破壞行為。
  - (六) 冰雹。

因前項第八、九、十、十一款所列之危險事故導致第二條第一項之承保危險事故發生者，本公司對保險標的物因此所生之損失，負賠償責任。

#### 不保之動產

本公司對於下列動產因承保危險事故發生所致之損失，不負賠償責任：

- 一、供加工、製造或營業用之機器或生財器具。
- 二、製造完成之成品或供製造或裝配之原料及半製品。
- 三、各種動物或植物。
- 四、供執行業務之器材。
- 五、承租人、借宿人、訪客或寄住人之動產。
- 六、被保險人及其配偶、家屬或同居人受第三人寄託之財物。
- 七、各種古玩及藝術品。
- 八、文稿、圖樣、圖畫、圖案、模型。
- 九、貨幣、股票、債券、郵票、票據及其他有價證券。
- 十、各種文件、證件、帳簿或其他商業憑證簿冊。
- 十一、爆炸物。
- 十二、機動車輛及其零配件。

前項第四、五、六款所列動產，如經特別約定載明承保者，本公司亦負賠償責任。

## 高爾夫球員責任保險

#### 承保範圍

- 一、因被保險人參加高爾夫球運動發生意外事故致第三人（包括球僮在內）受有體傷或死亡依法應由被保險人負責賠償時本公司對被保險人負賠償之責。
- 二、因被保險人參加高爾夫球運動發生意外事故致第三人財物（包括高爾夫球俱樂部及球童之財物在內）受有損害依法應由保險人負責賠償時本公司對被保險人負賠償責任。
- 三、被保險人之衣李及高爾夫球具在球場運動期間內置存於高爾夫球場所指定建築物內之保管處所因火災雷電閃擊或竊盜所致之毀損與滅失本公司負賠償責任。
- 四、被保險人於參加高爾夫球運動時所使用之球桿發生破裂或斷折所致之損失本公司負賠償責任。
- 五、因發生本保險單第一條及第二條之意外責任被保險人如被控訴或賠償請求時本公司得以被保險人之名義代為進行和解或抗辯凡有關賠償請求之訴訟費用及必要開支事前經本公司書面允諾者得另行給付之但被保險人如受刑事控訴時其具保及訴訟費用不在此限。

#### 不保項目

- 六、適用於一般性者：
  - (一) 因敵人侵略外敵行為戰爭或類似戰爭之行為（不論宣戰與否）叛亂內戰強力霸佔軍事訓練或演習無論直接或間接所致之毀損滅失或賠償責任。
  - (二) 因核子分裂或鎔解或輻射作用無論直接或間接所致之毀損滅失或賠償責任。
  - (三) 因颶風地震冰創洪水或其他天然災變或氣象上之災變暴炸罷工暴亂或民眾騷擾無論直接或間接所致之損滅失或賠償責任。
- 七、適用於第一章第一條者：對被保險人或其家屬或受僱人（球僮除外）因體傷或死亡所發生之賠償責任。

八、適用於第一章第二條者：對被保險人或其家屬或受僱人(球僮除外)自有或租用或代人保管或管理之財物因損害所發生之賠償責任。

九、適用於第一章第三條及第四條者：對被保險高爾夫球具及衣李因麻舊或鼠嚙或蟲蠹或固有瑕疵及非由意外事故所致之損失。

### 高爾夫球員責任保險一桿進洞附加條款

被保險人在本保險單規定之球場參加高爾夫球運動，因「一桿進洞」(Hole in one)而支付任何費用時，被保險人得提供本公司認為必須之證件向本公司申請額外償付，但以不超過新台幣貳萬元為限。

### 高爾夫球員責任保險球僮特別費用附加條款

球僮為被保險人服務時，因意外事故受有體傷而支付醫藥費用，被保險人得提供本公司認為必要之證件向本公司申請額外補償，但每次以不超過新台幣伍佰元為限。

### 高爾夫球員責任保險醫療費用附加條款

被保險人參加高爾夫球運動發生意外事故而受有體傷時，本公司就其醫療費用負賠償之責，但最高以新台幣伍仟元為限。

## 航空旅行傷害保險

### 承保範圍：

被保險人於本契約有效期間內，使用符合本契約第三條第一項第二款約定之機票，於航空旅行期間內因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本契約的約定，給付保險金。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

### 不保事項：

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。

四、非以乘客身分搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。但契約另有約定者，不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

前項第一款情形(除被保險人的故意行為外)，致被保險人傷害或殘廢時，本公司仍給付保險金。

## 住家動產與責任綜合保險

### 壹、承保範圍

本保險契約之承保範圍經雙方當事人同意約定如下：

#### 一、個人責任保險：

本公司對於被保險人於保險期間內，因下列事故致第三人體傷、死亡或財物受有損害，依法應負賠償責任而受賠償請求時，依本保險契約之約定，負賠償責任：

(一)被保險人因所有、使用或管理本保險契約所載明所在地址之住宅建築物及其內動產所引起之意外事故。前述之「住宅建築物」須作為住宅使用，凡全部或部分供辦公、加工、製造或營業用，不在本保險契約承保範圍內。

(二)被保險人因日常活動所引起之意外事故。前述所稱日常活動，係指經營業務或執行職務以外之一般日常行為。

#### 二、住宅動產火災保險：

本公司對於下列危險事故致保險標的物發生損失時，依本保險契約之約定，負賠償責任：

(一)火災

(二)閃電雷擊

(三)爆炸

(四)航空器墜落

(五)機動車輛碰撞

(六)意外事故所致之煙燻

因前項各款危險事故之發生，為救護保險標的物，致保險標的物發生損失者，視同本保險契約承保之危險事故所致之損失。

本章所稱損失係指承保之危險事故對保險標的物直接發生的毀損或滅失，不包括租金收入、預期利益、違約金及其他附帶損失。但本保險契約另有約定者，不在此限。

### 貳、不保事項

一、個人責任保險：

一、本公司對於下列原因所致之賠償責任，不負賠償之責：

- (一)因要保人或被保險人之故意行為所致者。
- (二)因被保險人從事犯罪行為所致者。
- (三)因被保險人之誹謗、公然侮辱或違反商標權、專利權、著作權之行為所致者。
- (四)因戰爭、類似戰爭（不論宣戰與否）、敵人侵略、外敵行為、叛亂、內亂、強力霸佔或被征用所致者。
- (五)因颱風、暴風、洪水、地震、火山爆發、海嘯或核子分裂或輻射作用或各種型態之污染所致者。
- (六)被保險人因所有、使用或管理動力車輛、飛機、輕航機、飛行船（傘）、船舶、軍用艦艇、水上設施或槍械所致者。
- (七)被保險人或其受僱人之經營業務或執行職務行為所致者。
- (八)被保險人因心神喪失、酒醉、吸食毒品、違禁藥物或因各種傳染疾病所致者。
- (九)因不法製造、儲存或使用爆裂物所致者。
- (十)因被保險人生產、製造、建造、安裝、改裝、加工、經銷、輸入、供應、修復、維修或保養產品或貨物之疵所致者。
- (十一)因承保之住宅建築物變更其使用性質或進行修繕或營建工程所致者。
- (十二)被保險人因所有、使用或租用本保險契約所載明所在地址之住宅建築物以外之其他處所所引起之意外事所致者。

二、本公司對於下列賠償責任或損失，不負賠償之責：

- (一)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時，仍應由被保險人負賠償責任者不在此限。
- (二)被保險人對其家屬、其四親等內血親及三親等內姻親之親屬或其受僱人之賠償責任。
- (三)被保險人向人租借、代人保管、管理或控制之建築物及其所附裝潢、或其他財物，受有損失之賠償責任。
- (四)任何性質之附帶損失所致之賠償責任。前述所稱附帶損失，係指危險事故直接致財產損失之結果所造成之接損失。
- (五)被保險人之住宅建築物所屬大樓或公寓之共有設施，發生意外致第三人受有體傷或財損，且未能歸責於特人時，該超過被保險人持分比例之賠償責任。
- (六)各種罰金、罰鍰、違約金或懲罰性賠償金。
- (七)被保險人因從事商業、執行公務、執行與其職業相關之業務或執行專門職業及技術人員考試法施行細則第條所稱之專門職業及技術人員或擔任法人、俱樂部、協會等組織之董事、監察人、負責人、經理人、高級理人員或法務主管之職務所發生之賠償責任。
- (八)被保險人從事各種競技、比賽、特技或表演活動時所致之賠償責任。
- (九)於中華民國臺灣地區（含金門、馬祖及政府統治權所及之其他地區，以下簡稱中華民國臺灣地區）以外所生之賠償責任。

二、住宅動產火災保險：

不保之危險事故

本公司對於不論直接或間接因下列各種危險事故所致保險標之物之損失，不負賠償責任：

- 一、要保人或被保險人之故意行為。
- 二、由於烹飪或使用火爐、壁爐或香爐正常使用產生之煙燻。
- 三、政府命令之焚毀或拆除。但因承保之危險事故發生導致政府命令之焚毀或拆除者，本公司負賠償責任。
- 四、保險標之物自身之發酵、自然發熱、自燃或烘焙。
- 五、竊盜。
- 六、第三人之惡意破壞行為。
- 七、衛浴、消防設備及水管之滲漏。
- 八、置存保險標之物之住宅建築物連續六十日以上無人看管或使用所致之損失。
- 九、由於下列危險事故，或因其引起之火災或其延燒或爆炸所致之損失：
  - (一)地震、海嘯、地層滑動或下陷、山崩、地質鬆動、沙及土壤流失。
  - (二)颱風、暴風、旋風或龍捲風。
  - (三)洪水、河川、水道、湖泊之高漲氾濫或水庫、水壩、堤岸之崩潰氾濫。
  - (四)罷工、暴動、民眾騷擾。
  - (五)恐怖主義者之破壞行為。
  - (六)冰雹。
  - (七)各種放射線之幅射及放射能之污染。

- (八) 原子能或核子能引起之任何損失。
- (九) 戰爭(不論宣戰與否)、類似戰爭行為、叛亂、扣押、征用、沒收等。
- (十) 火山爆發、地下發火。

因前項第四、五、六、七款所列之危險事故導致第二十八條第一項之承保危險事故發生者，本公司對保險標的因此所生之損失，負賠償責任。

#### 不保之動產

本公司對於下列動產因承保危險事故發生所致之損失，不負賠償責任：

- 一、供加工、製造或營業用之機器或生財器具。
- 二、製造完成之成品或供製造或裝配之原料及半製品。
- 三、各種動物或植物。
- 四、供執行業務之器材。
- 五、承租人、借宿人、訪客或寄住人之動產。
- 六、被保險人及其配偶、家屬或同居人受第三人寄託之財物。
- 七、各種古玩及藝術品。
- 八、文稿、圖樣、圖畫、圖案、模型。
- 九、貨幣、股票、債券、郵票、票據及其他有價證券。
- 十、各種文件、證件、帳簿或其他商業憑證簿冊。
- 十一、爆炸物。
- 十二、機動車輛及其零配件。

前項第四、五、六款所列動產，如經特別約定載明承保者，本公司亦負賠償責任。

### **住家動產與責任綜合保險住宅災害費用補償附加條款**

#### **壹、承保範圍**

茲經雙方同意，要保人投保安達產物住家動產與責任綜合保險(以下簡稱主保險契約)後，加繳保險費，投保安達產物住家動產與責任綜合保險住宅災害費用補償附加條款(以下簡稱本附加條款)，本公司對於被保險人因主保險契約所載之保險標的物，於保險期間內發生下列危險事故而毀損滅失時，就第二條所列舉之費用項目負賠償責任：

- 一、火災
- 二、閃電雷擊
- 三、爆炸
- 四、機動車輛碰撞
- 五、航空器墜落
- 六、意外事故所致之煙燻

### **住家動產與責任綜合保險附加家庭成員特定事故傷害保險傷害醫療保險給付日額型附加條款**

#### **壹、承保範圍**

茲經雙方同意，要保人於投保安達產物住家動產與責任綜合保險附加家庭成員特定事故傷害保險(以下簡稱本附加保險)後，加繳保險費，投保安達產物住家動產與責任綜合保險附加家庭成員特定事故傷害保險傷害醫療保險給付日額型附加條款(以下簡稱本附加條款)，本公司就被保險人於保險期間內因遭受本附加保險所約定之特定意外傷害事故，自特定意外傷害事故發生之日起一百八十日以內，經登記合格的醫院治療者，本公司就其住院日數，按下列規定給付保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該特定意外傷害事故具有因果關係者，不在此限。

- 一、住院醫療保險金：按被保險人之住院日數，每日給付保險單所載之「住院醫療保險金」，但每人每次事故給付日數不得超過九十日。
- 二、加護病房保險金：被保險人於住院期間轉入加護病房治療時，本公司除依前款約定給付住院保險金外，另按被保險人於加護病房之日數，每日再給付保險單所載之「加護病房保險金」，但每人每次事故給付日數不得超過四十五日。
- 三、出院後療養保險金：被保險人依第一項約定住院治療後出院療養者，本公司另行給付「出院後療養保險金」，每人每次事故定額給付新台幣五千元整。

### **住家動產與責任綜合保險竊盜保險附加條款**

#### **壹、承保範圍**

茲經雙方同意，要保人投保安達產物住家動產與責任綜合保險(以下簡稱主保險契約)後，加繳保險費，投保安達產物住家動產與責任綜合保險竊盜保險附加條款(以下簡稱本附加條款)，本公司對於保險標的物在本附加條款有效期間內，直接因他人不法侵入置存保險標的物之住宅建築物，從事竊盜所致保險標的物之毀損或滅失，依本附加條款之

約定，負賠償責任。

#### **貳、不保事項**

本公司對於下列毀損或滅失，不負賠償責任：

- 一、任何性質之附帶損失(Consequential Loss)。
- 二、要保人、被保險人或其代理人或其家屬或其受僱人之縱容、主謀、共謀，或串通所致之竊盜損失。
- 三、保險標的物存放於露天或未全部關閉之建築內所遭受之竊盜損失。
- 四、被保險人對於保險標的物所受之損失，無法證明確係由於竊盜所致者。

### **自動續保附加條款(A)**

#### **承保範圍**

茲經雙方同意，要保人投保附表所列任一種保險（以下簡稱本契約）後，加保安達產物自動續保附加條款(A)（以下簡稱本附加條款），本公司依本附加條款之約定，逐年辦理自動續保。

#### **除外責任與不保事項**

同主保險契約

### **自動續保附加條款(A1)**

#### **承保範圍**

茲經雙方同意，要保人投保附表所列任一種保險（以下簡稱本契約）後，加保安達產物自動續保附加條款(A1)（以下簡稱本附加條款），本公司依本附加條款之約定，逐年辦理自動續保。

#### **除外責任與不保事項**

同主保險契約

### **個人責任保險**

#### **承保範圍**

被保險人在保險期間內因意外事故致第三人體傷、死亡或財物損害，依法應負賠償責任而受賠償請求時，本公司對被保險人負賠償之責。

#### **不保事項**

##### **不保事項(一)**

本公司對於下列原因所致之賠償責任，不負賠償之責：

- 一、因戰爭、類似戰爭（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為所致者。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 二、因核子分裂或輻射作用所致者。
- 三、因罷工、暴動、民眾騷擾所致者。
- 四、因颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變所致者。
- 五、因要保人或被保險人之故意行為所致者。
- 六、因被保險人從事非法行為所致者。
- 七、各種形態之污染所致者。
- 八、被保險人因所有、使用或管理航空器、船舶及依法應領有牌照之車輛所致者。
- 九、任何直接或間接因下述原因，造成電腦系統設備無法正確處理、存取資料所致之賠償請求，且無論該電腦系統設備是否為被保險人所有者，均同：
  - (一) 無法正確辨識日期。
  - (二) 無法處理確切日期、或與處理確切日期有關之數值及其他任何資料，而進行讀取、儲存、記憶、操作、解讀、傳送、傳回或處理任何資料、訊息、指令或指示等。
  - (三) 無法正確操作安裝於電腦系統中與年序轉換有關之任何指令或邏輯運算，包括讀取、儲存、記憶、運算及其他相關資料之處理。
- 十、被保險人因吸毒、服用安非他命、大麻、海洛因、鴉片或服用、施打其他違禁藥物影響所致者。
- 十一、被保險人飲酒後，其吐氣或血液所含酒精成分超過道路交通法令規定標準所致者。
- 十二、因各種傳染疾病所致者。
- 十三、被保險人因從事營業行為或執行其職業相關之事務所致者。

##### **不保事項(二)**

本公司對於下列賠償責任或損失，不負賠償之責：

- 一、任何性質之附帶損失。前述所稱附帶損失，係指危險事故直接致財產損失之結果所造成之間接損失。

- 二、任何罰金、罰鍰、違約金或懲罰性賠償金。
- 三、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時仍應由被保險人負賠償責任者，不在此限。
- 四、被保險人向人租借、代人保管、管理或控制之財物，受有損失之賠償責任。
- 五、被保險人或其受僱人因執行專門職業及技術人員考試法施行細則第二條所稱之專門職業及技術人員或擔任法人、俱樂部、協會等組織之董事、監察人、負責人、經理人、高級管理人員或法務主管之職務所發生之賠償責任。
- 六、於中華民國臺灣地區（含金門、馬祖及政府統治權所及之其他地區，以下簡稱中華民國臺灣地區）以外所發生之賠償責任。
- 七、被保險人之家屬或在執行職務之受僱人發生體傷、死亡或其財物受有損害之賠償責任。
- 八、被保險人所有、使用或租用之處所，因被保險人之行為(作為)或疏失(不作為)所致之體傷或財損，但因本保單承保明細表所載處所應負之法律責任不在此限。

## 醫療機構綜合責任保險

### 承保範圍

被保險人於追溯日起至保險期間屆滿前於營業處所內發生下列事故，致第三人受有體傷、死亡或財物損失，依法應由被保險人負賠償責任，且在保險期間內初次受賠償請求時，本公司依本保險契約之約定，對被保險人負賠償之責：

#### 一、公共意外責任：

- (一)被保險人或其受僱人因經營業務之行為在營業處所內發生之意外事故。
- (二)被保險人營業處所之建築物、通道、機器或其他工作物所發生之意外事故。

#### 二、醫療過失責任：

被保險人之醫事人員在營業處所或外派執行醫療業務時，因過失、錯誤或疏漏而違反其業務上應盡之責任，直接引致病人體傷或死亡之事故。

### 除外責任

本公司對於下列賠償責任或損失，不負賠償之責：

- 一、因戰爭、類似戰爭（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為所致之賠償責任。所謂恐怖主義行為，指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 二、因核子分裂或輻射作用所致之賠償責任。但因使用本保險契約所載之放射器材治療所發生之賠償責任，不在此限。
- 三、因罷工、暴動、民眾騷擾所致之賠償責任。
- 四、因颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變所致之賠償責任。
- 五、因要保人或被保險人之故意行為所致之賠償責任。
- 六、因被保險人經營或兼營非本保險契約所載明之業務或執行未經主管機關許可之業務或從事非法行為所致之賠償責任。
- 七、各種形態之污染與石棉所致之損害賠償責任。
- 八、被保險人因所有、使用或管理航空器、船舶及依法應領有牌照之車輛所致之賠償責任。
- 九、任何直接或間接因下述原因，造成電腦系統設備無法正確處理、存取資料所致之賠償責任，且無論該電腦系統設備是否為被保險人所有者，均同：
  - (一)無法正確辨識日期。
  - (二)無法處理確切日期、或與處理確切日期有關之數值及其他任何資料，而進行讀取、儲存、記憶、操作、解讀、傳送、傳回或處理任何資料、訊息、指令或指示等。
  - (三)無法正確操作安裝於電腦系統中與年序轉換有關之任何指令或邏輯運算，包括讀取、儲存、記憶、運算及其他相關資料之處理。
- 十、任何性質之附帶損失。  
前述所稱附帶損失，指承保事故直接導致財產損失之結果所造成之間接損失。
- 十一、任何罰金、罰鍰、違約金或懲罰性賠償金。
- 十二、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時仍應由被保險人負賠償責任者，不在此限。
- 十三、被保險人向人租借、代人保管、管理或控制之財物，受有損失之賠償責任。
- 十四、於中華民國臺灣地區（含金門、馬祖及政府統治權所及之其他地區，以下簡稱中華民國臺灣地區）以外所發生之賠償責任。
- 十五、被保險人或其受僱人或其代理人因售出或供應之商品或貨物所發生之賠償責任。
- 十六、被保險人在經營業務時，於營業處所內，於施工期間因施工發生之震動或支撐設施薄弱或移動，致第三人之建



藥物、土地或財物遭受毀損滅失之賠償責任。

十七、被保險人之家屬或在執行職務之受僱人發生體傷、死亡或其財物受有損害之賠償責任。

十八、被保險人因所有、使用或管理電梯（包括電扶梯、升降機）所致第三人體傷、死亡或第三人財物毀損滅失之賠償責任。

十九、被保險人於執行業務時，因受酒類、毒品或麻醉劑之影響所致之賠償責任。

二十、被保險人非基於診斷上或治療上之理由提供醫療服務所致之賠償責任。

二十一、被保險人為達到第三人減肥之目的而建議或使用減肥藥物所致之賠償責任。

二十二、與嚴重急性呼吸道症後群（SARS）、後天免疫力缺乏症（AIDS）、禽流感，或其病原體有關之賠償責任。

二十三、被保險人違反保密義務而引起之賠償責任。

二十四、被保險人或其醫事人員被撤銷醫師資格、被撤銷開業執照，或受停業處分，而仍繼續執行醫療業務所發生之賠償責任。

二十五、非本保險契約所載之醫師執行醫療業務所發生之賠償責任。

## 醫療機構綜合責任保險廣告看板及招牌責任附加條款

### 承保範圍

茲經雙方同意，於要保人投保安達產物醫療機構綜合責任保險（以下簡稱主保險契約）後，投保本安達產物醫療機構綜合責任保險廣告看板及招牌責任附加條款（以下簡稱本附加條款），被保險人於追溯日起至本附加條款之有效期間屆滿前，因設置於主保險契約所載營業處所之廣告看板或招牌因被保險人管理、保養或維修不當而發生掉落、鬆動或內部線路短路失火等意外事故，致第三人體傷、死亡或財物損害，依法應由被保險人負賠償責任，且在保險期間內初次受第三人賠償請求時，本公司就超過自負額部分之損失，於保險金額範圍內依約定對被保險人負賠償之責。

### 除外責任

本公司對於下列事由所致之損失不負賠償責任：

一、於招牌裝設、維修、拆除等過程中造成施工人員或第三人之損失。

二、因施工不符規格所致之直接或間接損失。

三、因損害管線、管路、線路或其有關設施所致之任何附帶損失，但修理或置換第三人受損之管線、管路、線路或其有關設施所需之費用不在此限。

## 現金保險

### 承保範圍

本公司對於被保險人所有或負責管理之現金因下列保險事故所致之損失，負賠償責任。

一、現金運送保險：在本保險契約載明之運送途中遭受竊盜、搶奪、強盜、火災、爆炸或運送人員、運送工具發生意外事故所致之損失。

二、庫存現金保險：在本保險契約載明之金庫或保險櫃保存中遭受竊盜、搶奪、強盜、火災、爆炸所致之損失。

三、櫃台現金保險：在本保險契約載明之櫃台地址及範圍內遭受竊盜、搶奪、強盜、火災、爆炸所致之損失。

### 除外責任

本公司對於下列事項所致之現金損失不負賠償責任：

一、適用於一般性者：

(一)因戰爭、類似戰爭（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為所致者。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

(二)因核子分裂或輻射作用所致者。

(三)因罷工、暴動、民眾騷擾所致者。但經書面約定加保者不在此限。

(四)因颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變所致者。但經書面約定加保者不在此限。

(五)被保險人或其受僱人、運送人員之故意或重大過失行為所致之損失。

(六)因被保險人之受僱人或運送人員之詐欺、背信、侵佔或其他犯罪行為所致之損失。

(七)現金因點鈔員疏忽、錯誤或點查不符所致之損失。

(八)因現金損失結果所致之附帶損失。

二、適用於現金運送保險者：

(一)非被保險人指派之運送人員負責運送所發生之損失。

(二)在運送途中除運送車輛駕駛人外未經指派運送人員二人以上負責運送時所發生之損失。但經書面約定加保者不在此限。

- (三)以專用運鈔車運送，而現金於運送途中未存放於保險櫃內所發生之損失。
- (四)被保險人指派之運送人員於執行運送任務時，因受酒類或藥劑之影響所致之損失。
- (五)運送途中現金無人看管時所發生之損失。
- (六)以郵寄或托運方式運送所致之損失。

三、適用於庫存現金保險者：

- (一)現金置存於本保險契約載明之金庫或保險櫃以外所發生之損失。
- (二)在被保險人營業或辦公時間以外，金庫或保險櫃未予鎖妥時發生竊盜、搶奪、強盜之損失。

四、適用於櫃台現金保險者：

- (一)在本保險契約載明之櫃台地址及範圍以外所發生之損失。
- (二)在被保險人營業或辦公時間以外所發生之損失。
- (三)置存現金之櫃台無人看守時所發生之損失。
- (四)被保險人或其受僱人未經收受前或已經交付後所發生之損失。
- (五)因被冒領或票據、存摺、存單或其他單據被偽造、變造所致之損失。

## 人身意外傷害保險

### 壹、保險範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本契約的約定，給付保險金。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

### 貳、除外責任與不保事項

#### 第八條 除外責任（原因）

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

#### 第九條 不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 人身意外傷害保險附約

### 壹、承保範圍

被保險人於本附約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致重大燒燙傷、殘廢或死亡時，本公司依照本附約約定，給付保險金。

### 貳、除外責任與不保事項

#### 除外責任（原因）

被保險人因下列原因致成死亡、殘廢、重大燒燙傷或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本附約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本附約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害而致成殘廢或重大燒燙傷時，本公司仍給付保險金。

#### 不保事項

被保險人從事下列活動，致成死亡、殘廢、重大燒燙傷或傷害時，除本附約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 火災事故傷害保險附加條款

### **壹、承保範圍**

茲經雙方同意，要保人於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物火災事故傷害保險附加條款（以下簡稱本附加條款），對於被保險人於本附加條款有效期間內因遭遇火災所致之意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另依照本附加條款之約定，負給付身故保險金或喪葬費用保險金或殘廢保險金之責。同時符合本契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

### **貳、除外責任與不保事項**

同本契約之除外責任與不保事項。

## **地震事故傷害保險附加條款**

### **壹、承保範圍**

茲經雙方同意，要保人於投保安達產物人身意外傷害保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物地震事故傷害保險附加條款（以下簡稱本附加條款），本公司對於被保險人於本附加條款有效期間內因遭遇地震所致之意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依主保險契約給付保險金外，另依照本附加條款之約定，負給付身故保險金或喪葬費用保險金或殘廢保險金之責。

同時符合主保險契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

## **乘坐電梯事故傷害保險附加條款**

### **壹、承保範圍**

茲經雙方同意，要保人於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物乘坐電梯事故傷害保險附加條款（以下簡稱本附加條款），本公司對於被保險人於本附加條款有效期間內因出入或乘坐電梯遭受意外傷害事故致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另依照本附加條款之約定，負給付身故保險金或喪葬費用保險金或殘廢保險金之責。

同時符合本契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

### **貳、除外責任與不保事項**

同本契約之除外責任與不保事項。

## **傷害醫療保險擇一給付傷害保險附加條款**

### **壹、承保範圍**

#### **第一條 傷害醫療保險金的給付**

茲經雙方同意，要保人於投保安達產物人身意外傷害保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物傷害醫療保險擇一給付傷害保險附加條款（以下簡稱本附加條款），本公司對於被保險人於本附加條款有效期間內，因遭受意外傷害事故，自意外傷害事故發生之日起一百八十日以內，經登記合格之醫院或診所治療者，被保險人得就下列理賠方式請求擇一給付。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

#### **一、實支實付：**

本公司就被保險人實際醫療費用，超過全民健康保險給付部分，給付「實支實付傷害醫療保險金」。

本公司對於同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

被保險人 not 以全民健康保險之保險對象身分診療；或前往不具有全民健康保險之醫院或診所診療者，致各項醫療費用未經全民健康保險給付，本公司依被保險人實際支付之各項費用之百分之七十給付，唯給付總額仍以「每次實支實付傷害醫療保險金限額」為限。

#### **二、住院日額：**

本公司就被保險人住院日數，依下列約定病房等級給付保險金：

（一）一般病房住院日額保險金：最高九十日。

（二）加護病房住院日額保險金：本公司除給付本附加條款所約定「一般病房住院日額保險金」外，就其實際住進加護病房日數給付本附加條款所約定的「加護病房住院日額保險金」，但同一意外傷害事故最高給付日數以十四日為限。

（三）燒燙傷病房住院日額保險金：本公司除給付本附加條款所約定「一般病房住院日額保險金」外，就其實際住進燒燙傷病房日數給付本附加條款所約定的「燒燙傷病房住院日額保險金」，但同一意外傷害事故最高給付日數以十四日為限。

本公司對於同一次傷害住院給付日數合計不得超過九十日。

被保險人因意外傷害事故蒙受骨折未住院治療者，或已住院但未達附表三「骨折別日數表」，其未住院部分本公司依「骨折別日數表」所定日數乘「一般病房住院日額保險金」的二分之一給付。合計給付日數以按骨折別所訂日數為上限。

前項所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者，按完全骨折日數四分之一給付。如同時蒙受二項以上骨折時，僅給付一項較高等級的醫療保險金。

### 搭乘大眾運輸工具傷害保險附加條款

#### 壹、承保範圍

茲經雙方同意，要保人於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物搭乘大眾運輸工具傷害保險附加條款（以下簡稱本附加條款），對於被保險人於本附加條款有效期間內因以乘客身份搭乘大眾運輸工具遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另依照本附加條款之約定，負給付身故保險金或喪葬費用保險金或殘廢保險金之責。同時符合本契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

#### 貳、除外責任與不保事項

同本契約之除外責任與不保事項。

### 與配偶同一事故身故傷害保險附加條款

#### 壹、承保範圍

茲經雙方同意，要保人於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物與配偶同一事故身故傷害保險附加條款（以下簡稱本附加條款），對於附加被保險人於本附加條款有效期間內，因與主被保險人遭受同一意外傷害事故，致主被保險人及附加被保險人之身體同時蒙受傷害而致死亡者，本公司依照本附加條款之約定，負給付身故保險金之責。

#### 貳、除外責任與不保事項

同本契約之除外責任與不保事項。

### 颱風事故傷害保險附加條款

#### 壹、承保範圍

茲經雙方同意，要保人於投保附表所列之安達產物人身意外傷害保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物颱風事故傷害保險附加條款（以下簡稱本附加條款），被保險人於本附加條款保險期間內，因遭遇颱風所致之意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依主保險契約給付保險金外，另依照本附加條款之約定，負給付身故保險金或喪葬費用保險金或殘廢保險金之責。

同時符合主保險契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

### 意外傷害醫療保險給付(實支實付型)傷害保險附加條款

#### 壹、承保範圍

茲經雙方同意，於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」或「安達產物人身意外傷害保險附約」（以下簡稱本契約）並加繳保險費後，投保安達產物意外傷害醫療保險給付（實支實付型）傷害保險附加條款（以下簡稱本附加條款）。被保險人於本附加條款有效期間內遭受意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金額」。

如被保險人未能以全民健康保險身份就醫或就醫時未在全民健康保險指定醫院或診所接受診療，致各項醫療費用未經全民健康保險給付者，本公司按其實際醫療費用的百分之七十給付實支實付傷害醫療保險金；但同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金額」。

#### 貳、除外責任與不保事項

同本契約之除外責任與不保事項。

### 特定天災意外事故傷害保險附加條款

#### 壹、承保範圍

茲經雙方同意，要保人於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物特定天災意外事故傷害保險附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因遭受本附加條款所約定之特定天災意外事故，致被保險人身體蒙受傷害而自意外傷害事故發生之日起一百八十日內殘廢或死亡者，本公司除依本契約之約定給付保險金外，另行依照本附加條款之約定給付保險金（殘廢之保險金，依本契約附表「殘廢程度與保險金給付表」之比例計算）。但超過一百八十日致成殘廢或死亡者，受益人若能證明被保險人之殘廢或死亡與該意外傷害事故具有因果關係者，不在此限。訂立本附加條款時，以

未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力。同時符合本契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

### **貳、除外責任與不保事項**

同本契約之除外責任與不保事項。

## **高速公路乘客特定期間給付傷害保險附加條款**

### **壹、承保範圍**

茲經雙方同意，要保人於投保「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物高速公路乘客特定期間給付傷害保險附加條款（以下簡稱本附加條款），本公司對於被保險人於本附加條款有效期間內以非駕駛人身分乘坐行駛於中華民國境內國道高速公路之汽車遭受交通意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另依照本附加條款之約定，負給付身故保險金或喪葬費用保險金或殘廢保險金之責。

乘坐於依法不得行駛於高速公路之車輛，而致生之交通事故者，本公司不給付保險金。

同時符合本契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

### **貳、除外責任與不保事項**

同本契約之除外責任與不保事項。

## **搭乘國內非大眾運輸事故給付傷害保險附加條款**

### **壹、承保範圍**

茲經雙方同意，要保人於投保「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物搭乘國內非大眾運輸事故給付傷害保險附加條款（以下簡稱本附加條款），本公司就被保險人於本附加條款有效期間內以乘客身分搭乘國內非大眾運輸工具，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另依照本附加條款之約定，負給付身故保險金或喪葬費用保險金或殘廢保險金之責。

同時符合本契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

### **貳、除外責任與不保事項**

同本契約之除外責任與不保事項。

## **個人海外活動期間傷害保險附加條款**

### **壹、承保範圍**

茲經雙方同意，要保人於投保「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物個人海外活動期間傷害保險附加條款（以下簡稱本附加條款），本公司就被保險人於本附加條款有效期間內於海外活動期間，因遭受本契約約定之意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另依照本附加條款之約定，負給付身故保險金或喪葬費用保險金或殘廢保險金之責。

同時符合本契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

### **貳、除外責任與不保事項**

同本契約之除外責任與不保事項。

## **個人配戴汽機車及自行車安全設備身故傷害保險附加條款**

### **壹、承保範圍**

茲經雙方同意，要保人於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物個人配戴汽機車及自行車安全設備身故傷害保險附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，已配戴安全設備但因發生意外事故，致其身體蒙受傷害而致死亡時，本公司除依本契約給付保險金外，另依照本附加條款之約定，負給付身故保險金或喪葬費用保險金之責。

同時符合本契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

### **貳、除外責任與不保事項**

同本契約之除外責任與不保事項。

## **假日期間意外事故傷害保險附加條款**

### **壹、承保範圍**

茲經雙方同意，要保人於投保「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物假日期間意外事故傷害保險附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因在假日期間內遭受本契約約定之意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另

依照本附加條款之約定，負給付身故保險金或喪葬費用保險金或殘廢保險金之責。  
同時符合本契約不同附加條款之約定者，本公司僅給付其中一項金額較高之保險金。

## **貳、除外責任與不保事項**

同本契約之除外責任與不保事項。

# 高爾夫球員綜合保險

## **壹、承保範圍**

本保險契約之承保範圍，得經雙方當事人同意後就下列二種以上類別保險同時或分別訂之：

### **一、第三人責任保險**

被保險人於保險期間在高爾夫球運動期間內，發生意外事故致第三人受有體傷或死亡，或致第三人之財物受有損害，依法應由被保險人負賠償責任，而受賠償請求時，本公司依本保險契約之約定，對被保險人負賠償之責。

### **二、財物損失保險，包括**

#### **1. 衣李球具毀損滅失**

被保險人於保險期間在高爾夫球運動期間內，其置存於球場所指定之室內保管處所之衣李球具，因火災、閃電、雷擊或竊盜所致之毀損或滅失，本公司按其實際損失額度負賠償責任，但保險期間內累計最高賠償金額以本保險契約所載衣李球具毀損滅失保險金額為限。

前項所稱衣李，係指被保險人所有之衣服及所攜帶與高爾夫球運動有關之行李，但不包含手錶、首飾、電子器材等貴重物品或硬幣紙鈔及有價證券在內。

#### **2. 球桿斷裂**

被保險人於保險期間在高爾夫球運動期間內，所使用之球桿因揮桿發生破裂或斷折所致之損失，本公司按其實際損失額度負賠償責任，但保險期間內累計最高賠償金額以本保險契約所載球桿斷裂保險金額為限。

前項球桿發生破裂或斷折之事故，如係因球桿老舊或動物啃咬或固有瑕疵及非由意外事故所致者，本公司不負賠償責任。

### **三、額外費用補償保險，包括**

#### **1. 一桿進洞費用補償**

被保險人於保險期間，在高爾夫球場從事高爾夫球運動時一桿進洞，且有同組球友二人(含)以上為證明時，其因此所發生之相關額外費用支出，本公司按其實際支出之費用負賠償責任，但保險期間內累計最高賠償金額以本保險契約所載一桿進洞保險金額為限。

前項之高爾夫球場，須為設有球洞區十八洞(含)以上且標準桿數七十二桿之高爾夫球場。

#### **2. 球僮慰問金費用補償**

被保險人於保險期間在高爾夫球運動期間內，非因其行為所致之意外事故，導致所僱用之球僮受有體傷，被保險人因此對球僮給付之慰問金費用，本公司每次按本保險契約所載球僮慰問金保險金額給付保險金，但保險期間內以給付三次為限。

### **四、傷害醫療保險(實支實付型)**

被保險人於保險期間在高爾夫球運動期間內遭受意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。如被保險人未能以全民健康保險身份就醫或就醫時未在全民健康保險指定醫院接受診療，本公司按其實際醫療費用的百分之六十五給付傷害醫療保險金。

前項同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金額」。

第一項所稱意外傷害事故，指非由疾病引起之外來突發事故。

## **貳、除外事由與除外責任(原因)**

### **第三人責任保險**

#### **第十九條 除外事由**

本公司對於下列損失不負賠償責任：

- 一、被保險人之故意行為所致者。
- 二、被保險人從事犯罪行為所致者。
- 三、被保險人對其家屬所致之賠償責任。
- 四、被保險人因所有或使用或管理依法應領有牌照之車輛所致者。
- 五、任何性質之附帶損失所致者。前述所稱附帶損失，係指意外事故直接致財產損失之結果所造成之間接損失。
- 六、被保險人以契約或協議所承受之賠償責任所致者。但縱無該項協議存在時仍應由被保險人負賠償責任者，不在此限。
- 七、被保險人之賠償責任係因向人租借、代人保管、管理或控制之財物，受有損失所致者。
- 八、因戰爭、類似戰爭(不論宣戰與否)、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為

所致者。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

九、因核子分裂或輻射作用所致者。

十、因罷工、暴動、民眾騷擾所致者。

十一、因颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變所致者。

### **傷害醫療保險(實支實付型)**

#### **第三十一條 除外責任(原因)**

被保險人因下列原因致成傷害時，本公司不負給付保險金的責任。

一、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

## **個人物品及錢財遭竊盜搶奪強盜損失保險**

### **承保範圍**

#### **個人物品損失保險**

##### **第二十條 承保範圍(一)**

被保險人於保險期間內，因於住居所外遭遇竊盜、搶奪或強盜而導致下列個人物品之毀損滅失，本公司對被保險人負賠償責任。

一、錢包、皮包、皮夾、背包或公事包。

二、行動電話、個人數位助理器(PDA)、筆記型電腦、照相機、可攜式音樂播放器或個人掌上型遊戲機。

##### **第二十一條 承保範圍(二)**

被保險人於保險期間內，因於住居所外遭遇竊盜、搶奪或強盜而導致重要證件、金融提款卡或信用卡之毀損滅失，本公司對被保險人因重新辦理或掛失重要證件、金融提款卡或信用卡所需之費用負賠償責任。

金融提款卡或信用卡合計以五張為限。

##### **第二十二條 承保範圍(三)**

被保險人於保險期間內，因於住居所外遭遇竊盜、搶奪或強盜而導致住居所大門門鎖配對鑰匙之毀損滅失，及因此所致更換大門門鎖所需之必要費用，本公司對被保險人負賠償責任。

#### **錢財損失保險**

##### **第二十九條 承保範圍**

被保險人於保險期間內，因於住居所外遭遇竊盜、搶奪或強盜而導致下列各款之損失，本公司依本承保項目之約定，負賠償責任。

一、現金。

二、金融提款卡或信用卡之盜用損失。

前項第二款之金融提款卡或信用卡合計以五張為限。

### **不保事項**

#### **第四條 共同不保事項**

被保險人直接或間接因下列事項所致之損失，本公司不負賠償責任：

一、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人之個人物品處於無人看管之情形或置於無人之車內。前述無人看管之情形係指將個人物品置於被保險人視線所不能及且未予上鎖之處。

四、戰爭、類似戰爭(不論宣戰與否)、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

五、颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變。

六、原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。

### 個人物品損失保險

#### 第二十三條 特別不保事項

除第四條共同不保事項外，有下列情形或損失之一者，本公司亦不負賠償責任：

- 一、被保險人未於知悉保險事故發生後 72 小時內向警察機關報案並取得事故證明者；但如有正當理由者，不在此限。
- 二、個人物品因生鏽、發霉、變色、自然形成或正常使用之耗損、蟲鼠破壞或固有瑕疵所致之損失。
- 三、被保險人自行或使人修理、清潔、改造個人物品所致之損失。
- 四、被保險人因個人物品之毀損滅失所致之附帶損失。

### 錢財損失保險

#### 第三十條 特別不保事項

除第四條共同不保事項外，有下列情形之一者，本公司亦不負賠償責任：

- 一、被保險人未於知悉金融提款卡或信用卡於住居所外遭遇竊盜、搶奪或強盜後 24 小時內向核發金融提款卡或信用卡之金融機構通報掛失者。
- 二、被保險人能自核發金融提款卡或信用卡之金融機構得到賠償之任何款項。
- 三、被保險人未遵守核發金融提款卡或信用卡之金融機構之權利義務者，包括但不限於被保險人自願將金融提款卡或信用卡之提款密碼告知第三人之情形等。
- 四、被保險人向核發金融提款卡或信用卡之金融機構通報掛失後所發生之任何損失。

### **個人物品及錢財遭竊盜搶奪強盜損失保險(甲型)**

#### 壹、承保範圍

本契約之承保範圍經雙方當事人同意約定如下：

##### 一、個人物品損失保險：

###### 承保範圍(一)

被保險人於保險期間內，因於住居所外遭遇竊盜、搶奪或強盜而導致錢包、皮包、皮夾、背包、公事包或類似性質之個人物品之毀損滅失，本公司於保險金額範圍內對被保險人負賠償責任。

###### 承保範圍(二)

被保險人於保險期間內，因於住居所外遭遇竊盜、搶奪或強盜而導致手持式電子裝置之毀損滅失，本公司於保險金額範圍內對被保險人負賠償責任。

前項所稱手持式電子裝置，包括但不限於行動電話、平板電腦、智慧型手錶、個人數位助理器(PDA)、筆記型電腦、照相機、可攜式音樂播放器或個人掌上型遊戲機等。

###### 承保範圍(三)

被保險人於保險期間內，因於住居所外遭遇竊盜、搶奪或強盜而導致重要證件、金融提款卡、簽帳金融卡或信用卡之毀損滅失，本公司對被保險人因重新辦理或掛失重要證件、金融提款卡、簽帳金融卡或信用卡所需之費用於保險金額範圍內負賠償責任。

金融提款卡、簽帳金融卡或信用卡合計以五張為限。

###### 承保範圍(四)

被保險人於保險期間內，因於住居所外遭遇竊盜、搶奪或強盜而導致住居所大門門鎖配對鑰匙之毀損滅失，本公司對被保險人因重置鑰匙及更換大門門鎖所需之必要費用於保險金額範圍內負賠償責任。

##### 二、錢財損失保險：

被保險人於保險期間內，因下列各款事故而導致現金損失，本公司於保險金額範圍內對被保險人負賠償責任。

- 一、被保險人遭遇脅迫、威脅或暴力，於提款機提領現金。



二、被保險人於提款機提領現金後二小時內遭遇搶奪或強盜。

#### 貳、不保事項

##### 第四條 共同不保事項

被保險人直接或間接因下列事項所致之損失，本公司不負賠償責任：

一、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人之個人物品處於無人看管之情形或置於無人之車內。前述無人看管之情形係指將個人物品置於被保險人視線所不能及且未予上鎖之處。

四、戰爭、類似戰爭（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

五、颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變。

六、原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。

##### 個人物品損失保險

##### 第二十五條 特別不保事項

除第四條共同不保事項外，有下列情形或損失之一者，本公司亦不負賠償責任：

一、被保險人未於知悉保險事故發生後 72 小時內向警察機關報案並取得事故證明者；但如有正當理由者，不在此限。

二、個人物品因生鏽、發霉、變色、自然形成或正常使用之耗損、蟲鼠破壞或固有瑕疵所致之損失。

三、被保險人自行或使人修理、清潔、改造個人物品所致之損失。

四、被保險人因個人物品之毀損滅失所致之附帶損失。

五、被保險人之個人物品遺失。

六、第二十一條之個人物品或第二十二條之手持式電子裝置為仿冒品。

##### 錢財損失保險

##### 第三十一條 特別不保事項

除第四條共同不保事項外，有下列情形之一者，本公司亦不負賠償責任：

一、被保險人能自核發金融提款卡、簽帳金融卡或信用卡之金融機構得到賠償之任何款項。

二、對第三人之損害或賠償責任。

三、被保險人於其帳戶提領之現金以外之任何損害或損失。

四、現金之遺失。

五、被保險人授權他人(包含其親屬或家庭成員)代為提領現金。

六、被保險人未於保險事故發生後 72 小時內向警察機關報案並取得事故證明者；但如有正當理由者，不在此限。

七、被保險人於金融機構營業處所範圍內之提款機提領現金時遭遇竊盜搶奪強盜。

### 個人物品及錢財遭竊盜搶奪強盜損失保險特定事故傷害醫療保險給付(實支實付型)附加條款

#### 承保範圍

茲經雙方同意，要保人投保安達產物個人物品及錢財遭竊盜搶奪強盜損失保險(以下簡稱主保險契約)加繳保險費後，加保安達產物個人物品及錢財遭竊盜搶奪強盜損失保險特定事故傷害醫療保險給付(實支實付型)附加條款(以下簡稱本附加條款)，對於被保險人於本附加條款有效期間內因於住居所外遭遇竊盜、搶奪或強盜所致之意外傷害事故，自前述特定意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，起

過全民健康保險給付部分，給付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項各次傷害的累積給付總額不得超過保險單所記載的「實支實付傷害醫療保險金限額」。

被保險人不以全民健康保險之保險對象身分住院診療；或前往不具有全民健康保險之醫院住院診療者，致第一項醫療費用未經全民健康保險給付，本公司依被保險人實際支付之各項費用之 80% 給付，惟仍以前項約定之限額為限。第一項所稱意外傷害事故，指非由疾病引起之外來突發事故。

### 個人物品及錢財遭竊盜搶奪強盜損失保險車內被竊損失附加條款

#### 承保範圍

茲經雙方同意，要保人投保安達產物個人物品及錢財遭竊盜搶奪強盜損失保險(以下簡稱主保險契約)後，加繳保險費，投保安達產物個人物品及錢財遭竊盜搶奪強盜損失保險車內被竊損失附加條款(以下簡稱本附加條款)，故主保險契約條款第四條第一項第三款之約定應予刪除，並以下列約定代之：

三、被保險人之個人物品處於無人看管之情形。前述無人看管之情形係指將個人物品置於被保險人視線所不能及且未予上鎖之處。

### 行動電話保險

#### 承保範圍

保險標的於保險期間內除本保險契約第八條不保事項外，本公司對於因意外事故所致毀損或滅失對被保險人負賠償之責。

#### 不保事項

本公司對於保險標的直接或間接因下列事項所致之損失或有下列狀況時，不負賠償責任：

- 一、被保險人故意行為。
- 二、被保險人從事犯罪或教唆犯罪或逃避合法逮捕之行為。
- 三、戰爭、類似戰爭(不論宣戰與否)、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為或恐怖主義行為。所謂恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為，以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 四、罷工、暴動、民眾騷擾。
- 五、颱風、暴風、龍捲風、洪水、閃電、雷擊、地震、火山爆發、海嘯、土崩、岩崩、土石流、地陷等天然災變。
- 六、原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。
- 七、保險標的之磨損、腐蝕、氧化、鏽垢、變質及自然耗損。
- 八、任何來自外部異常電流所造成之機械性故障及干擾。
- 九、電腦病毒或具有危險性之程式碼。
- 十、一般故障所致之維修或維護保養所生之費用及其置換之零件。
- 十一、保險標的製造商或供應商依法或依約提供之保固修復服務。
- 十二、任何性質之附帶損失。
- 十三、電池單獨毀損或滅失。但與保險標的本體同時受損者，不在此限。
- 十四、保險標的外觀上之瑕疵。如脫漆、刮痕、褪色等，但與保險標的本體同時受損者，不在此限。
- 十五、被保險人將保險標的處於無人看管之情形(含置於無人之車內)而遭竊盜。
- 十六、保險標的之遺失(除保險標的遭竊盜、搶奪或強盜外，被保險人申請理賠無法檢附毀損或滅失之保險標的視為遺失)。
- 十七、被保險人將毀損或滅失之保險標的送至非指定維修中心修復。

### 住院醫療費用保險(日額型)

#### 保險範圍

被保險人於本契約有效期間內因第二條約定之疾病或傷害住院診療時，本公司依本契約約定給付保險金。

#### 除外責任

被保險人因下列原因所致之疾病或傷害而住院診療者，本公司不負給付各項保險金的責任。

- 一、被保險人之故意行為(包括自殺及自殺未遂)。
  - 二、被保險人之犯罪行為。
  - 三、被保險人非法施用防制毒品相關法令所稱之毒品。
- 被保險人因下列事故而住院診療者，本公司不負給付各項保險金的責任。
- 一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。
  - 二、外觀可見之天生畸形。
  - 三、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。

四、懷孕、流產或分娩及其併發症。但下列情形不在此限：

(一) 懷孕相關疾病：

1. 子宮外孕。
2. 葡萄胎。
3. 前置胎盤。
4. 胎盤早期剝離。
5. 產後大出血。
6. 子癲前症。
7. 子癲症。
8. 萎縮性胚胎。
9. 胎兒染色體異常之手術。

(二) 因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
4. 有醫學上理由，足以認定胎兒有畸型發育之虞。
5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

(三) 醫療行為必要之剖腹產，並符合下列情況者：

1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
2. 胎兒窘迫，係指下列情形之一者：
  - a. 在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
  - b. 胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
  3. 胎頭骨盆不對稱，係指下列情形之一者：
    - a. 胎頭過大（胎兒頭圍 37 公分以上）。
    - b. 胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
    - c. 骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
    - d. 骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
4. 胎位不正。
5. 多胞胎。
6. 子宮頸未全開而有臍帶脫落時。
7. 兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
8. 分娩相關疾病：
  - a. 前置胎盤。
  - b. 子癲前症及子癲症。
  - c. 胎盤早期剝離。
  - d. 早期破水超過 24 小時合併感染現象。
  - e. 母體心肺疾病：
    - (a) 嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
    - (b) 經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
    - (c) 嚴重肺氣腫，並附胸腔科專科醫師診斷證明。

五、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

## 旅行平安保險

### 保險範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致重大燒燙傷、殘廢或死亡時，本公司依照本契約的約定，給付保險金。

前項所謂意外傷害事故，指非由疾病引起之外來突發事故。

### 除外責任（原因）

被保險人因下列原因致成死亡、殘廢、重大燒燙傷或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。

五、非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。但契約另有約定者，不在此限。

六、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢或重大燒燙傷時，本公司仍給付保險金。

#### **不保事項**

被保險人從事下列活動，致成死亡、殘廢、重大燒燙傷或傷害時，除契約另有約定外，本公司不負給付保險金的責任。

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

### **旅行平安保險傷害醫療保險給付附加條款**

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

### **旅行平安保險食物中毒慰問保險金附加條款**

#### **【承保範圍】**

#### **第一條 保險範圍**

茲經雙方同意，要保人於投保安達產物旅行平安保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物旅行平安保險食物中毒慰問保險金附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內因食物中毒事故，經登記合格的醫院或診所治療者，本公司依本附加條款所約定之保險金額給付「食物中毒慰問保險金」。但保險期間內以給付二次為限。

#### **第二條 名詞定義**

本附加條款所稱「食物中毒」係指二人以上攝取相同的食品而發生相似的症狀，並且自可疑的食餘檢體及患者糞便、嘔吐物、血液等人體檢體，分離出相同類型之致病原因而言。但如因細菌性毒素或急性化學性食品中毒而引起者，即使只有一人，也視為「食物中毒」。

#### **【除外責任】**

同主保險契約

### **旅行平安保險食物中毒慰問保險金附加條款(電子商務適用)**

#### **【承保範圍】**

#### **第一條 保險範圍**

茲經雙方同意，要保人於投保安達產物旅行平安保險(電子商務適用)（以下簡稱主保險契約）後，加繳保險費，投保安達產物旅行平安保險食物中毒慰問保險金附加條款(電子商務適用)（以下簡稱本附加條款），被保險人於本附加條款有效期間內因食物中毒事故，經登記合格的醫院或診所治療者，本公司依本附加條款所約定之保險金額給付「食物中毒慰問保險金」。但保險期間內以給付二次為限。

#### **第二條 名詞定義**

本附加條款所稱「食物中毒」係指二人以上攝取相同的食品而發生相似的症狀，並且自可疑的食餘檢體及患者糞便、嘔吐物、血液等人體檢體，分離出相同類型之致病原因而言。但如因細菌性毒素或急性化學性食品中毒而引起者，即使只有一人，也視為「食物中毒」。

#### **【除外責任】**

同主保險契約

### **海外突發疾病健康保險**

#### **保險範圍**

被保險人於本契約有效期間內因第二條第五項約定之「突發疾病」而必須在海外住院或門診診療時，本公司依本契約約定給付保險金。

#### **除外責任**

被保險人因下列各項原因所致之疾病而住院或門診診療者，本公司不負給付各項保險金之責任。

一、被保險人之故意行為（包括自殺及自殺未遂）。

二、被保險人之犯罪行為。

三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院或門診診療者，本公司不負給付各項保險金的責任。

- 一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。
- 二、外觀可見之天生畸形。
- 三、非因當次住院或門診事故治療之目的所進行之牙科手術。
- 四、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。但因遭受意外傷害事故所致者，不在此限，且其裝設以一次為限。
- 五、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。
- 六、懷孕、流產或分娩及其併發症。但下列情形不在此限：
  - (一) 懷孕相關疾病：
    - 1. 子宮外孕。
    - 2. 葡萄胎。
    - 3. 前置胎盤。
    - 4. 胎盤早期剝離。
    - 5. 產後大出血。
    - 6. 子癲前症。
    - 7. 子癲症。
    - 8. 萎縮性胚胎。
    - 9. 胎兒染色體異常之手術。
  - (二) 因醫療行為所必要之流產，包含：
    - 1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
    - 2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
    - 3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
    - 4. 有醫學上理由，足以認定胎兒有畸型發育之虞。
    - 5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。
  - (三) 醫療行為為必要之剖腹產，並符合下列情況者：
    - 1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時）或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
    - 2. 胎兒窘迫，係指下列情形之一者：
      - a. 在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
      - b. 胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
    - 3. 胎頭骨盆不對稱，係指下列情形之一者：
      - a. 胎頭過大（胎兒頭圍 37 公分以上）。
      - b. 胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
      - c. 骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
      - d. 骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
    - 4. 胎位不正。
    - 5. 多胞胎。
    - 6. 子宮頸未全開而有臍帶脫落時。
    - 7. 兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
    - 8. 分娩相關疾病：
      - a. 前置胎盤。
      - b. 子癲前症及子癲症。
      - c. 胎盤早期剝離。
      - d. 早期破水超過 24 小時合併感染現象。
      - e. 母體心肺疾病：
        - (a) 嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
        - (b) 經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
        - (c) 嚴重肺氣腫，並附胸腔科專科醫師診斷證明。
- 七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

## 海外突發疾病健康保險(電子商務適用)

### 【承保範圍】

被保險人於本契約有效期間內因第二條第五項約定之「突發疾病」而必須在海外住院或門診診療時，本公司依本契約約定給付保險金。

### 【除外責任】

被保險人因下列各項原因所致之疾病而住院或門診診療者，本公司不負給付各項保險金之責任。

- 一、被保險人之故意行為（包括自殺及自殺未遂）。
- 二、被保險人之犯罪行為。
- 三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院或門診診療者，本公司不負給付各項保險金的責任。

- 一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。
- 二、外觀可見之天生畸形。
- 三、非因當次住院或門診事故治療之目的所進行之牙科手術。
- 四、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。但因遭受意外傷害事故所致者，不在此限，且其裝設以一次為限。
- 五、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。
- 六、懷孕、流產或分娩及其併發症。但下列情形不在此限：

#### （一）懷孕相關疾病：

1. 子宮外孕。
2. 葡萄胎。
3. 前置胎盤。
4. 胎盤早期剝離。
5. 產後大出血。
6. 子癲前症。
7. 子癲症。
8. 萎縮性胚胎。
9. 胎兒染色體異常之手術。

#### （二）因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
4. 有醫學上理由，足以認定胎兒有畸型發育之虞。
5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

#### （三）醫療行為必要之剖腹產，並符合下列情況者：

1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
2. 胎兒窘迫，係指下列情形之一者：
  - a. 在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
  - b. 胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。

3. 胎頭骨盆不對稱，係指下列情形之一者：
    - a. 胎頭過大（胎兒頭圍 37 公分以上）。
    - b. 胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
    - c. 骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
    - d. 骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
  4. 胎位不正。
  5. 多胞胎。
  6. 子宮頸未全開而有臍帶脫落時。
  7. 兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
  8. 分娩相關疾病：
    - a. 前置胎盤。
    - b. 子癲前症及子癇症。
    - c. 胎盤早期剝離。
    - d. 早期破水超過 24 小時合併感染現象。
    - e. 母體心肺疾病：
      - (a) 嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
      - (b) 經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
      - (c) 嚴重肺氣腫，並附胸腔科專科醫師診斷證明。
- 七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

## 海外突發疾病健康保險(甲型)

### 【承保範圍】

被保險人於本契約有效期間內因第二條第五項約定之「突發疾病」而必須在海外住院、門診或急診診療時，本公司依本契約約定給付保險金。

### 【除外責任】

被保險人因下列各項原因所致之疾病而住院、門診或急診診療者，本公司不負給付各項保險金之責任。

一、被保險人之故意行為（包括自殺及自殺未遂）。

二、被保險人之犯罪行為。

三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院、門診或急診診療者，本公司不負給付各項保險金的責任。

一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。

二、外觀可見之天生畸形。

三、非因當次住院、門診或急診事故治療之目的所進行之牙科手術。

四、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。但因遭受意外傷害事故所致者，不在此限，且其裝設以一次為限。

五、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。

六、懷孕、流產或分娩及其併發症。但下列情形不在此限：

(一) 懷孕相關疾病：

- 1.子宮外孕。
- 2.葡萄胎。
- 3.前置胎盤。
- 4.胎盤早期剝離。
- 5.產後大出血。
- 6.子癲前症。
- 7.子癩症。
- 8.萎縮性胚胎。
- 9.胎兒染色體異常之手術。

(二) 因醫療行為所必要之流產，包含：

- 1.因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
- 2.因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
- 3.有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
- 4.有醫學上理由，足以認定胎兒有畸型發育之虞。
- 5.因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

(三) 醫療行為為必要之剖腹產，並符合下列情況者：

- 1.產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時）或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
- 2.胎兒窘迫，係指下列情形之一者：
  - a.在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
  - b.胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
- 3.胎頭骨盆不對稱，係指下列情形之一者：
  - a.胎頭過大（胎兒頭圍 37 公分以上）。
  - b.胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
  - c.骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
  - d.骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
- 4.胎位不正。
- 5.多胞胎。
- 6.子宮頸未全開而有臍帶脫落時。
- 7.兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
- 8.分娩相關疾病：
  - a.前置胎盤。
  - b.子癲前症及子癩症。
  - c.胎盤早期剝離。
  - d.早期破水超過 24 小時合併感染現象。
  - e.母體心肺疾病：



- (a)嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
- (b)經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
- (c)嚴重肺氣腫，並附胸腔科專科醫師診斷證明。

七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

## 海外突發疾病健康保險(乙型)

### 【承保範圍】

被保險人於本契約有效期間內因第二條第五項約定之「突發疾病」而必須在海外住院、門診或急診診療時，本公司依本契約約定給付保險金。

### 【除外責任】

被保險人因下列各項原因所致之疾病而住院、門診或急診診療者，本公司不負給付各項保險金之責任。

一、被保險人之故意行為（包括自殺及自殺未遂）。

二、被保險人之犯罪行為。

三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院、門診或急診診療者，本公司不負給付各項保險金的責任。

一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。

二、外觀可見之天生畸形。

三、非因當次住院、門診或急診事故治療之目的所進行之牙科手術。

四、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。但因遭受意外傷害事故所致者，不在此限，且其裝設以一次為限。

五、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。

六、懷孕、流產或分娩及其併發症。但下列情形不在此限：

(一) 懷孕相關疾病：

1. 子宮外孕。

2. 葡萄胎。

3. 前置胎盤。

4. 胎盤早期剝離。

5. 產後大出血。

6. 子癲前症。

7. 子癲症。

8. 萎縮性胚胎。

9. 胎兒染色體異常之手術。

(二) 因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。

2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。

3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。

4. 有醫學上理由，足以認定胎兒有畸型發育之虞。

5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

(三) 醫療行為必要之剖腹產，並符合下列情況者：

1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。

2. 胎兒窘迫，係指下列情形之一者：

a. 在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。

b. 胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。

3. 胎頭骨盆不對稱，係指下列情形之一者：

a. 胎頭過大（胎兒頭圍 37 公分以上）。

b. 胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。

c. 骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。

d. 骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。

4. 胎位不正。

5. 多胞胎。
  6. 子宮頸未全開而有臍帶脫落時。
  7. 兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
  8. 分娩相關疾病：
    - a. 前置胎盤。
    - b. 子癲前症及子癲症。
    - c. 胎盤早期剝離。
    - d. 早期破水超過 24 小時合併感染現象。
    - e. 母體心肺疾病：
      - (a) 嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
      - (b) 經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
      - (c) 嚴重肺氣腫，並附胸腔科專科醫師診斷證明。
- 七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

### 特定地區除外責任附加條款(電子商務適用)

#### 【適用範圍】

本「安達產物特定地區除外責任附加條款(電子商務適用)」(以下簡稱本附加條款)，附加於本公司之「安達產物旅行平安保險(電子商務適用)」、「安達產物海外旅行綜合保險(電子商務適用)」或「安達產物海外突發疾病健康保險(電子商務適用)」(以下統稱本契約)，並構成本契約之一部份，始生效力。

#### 【特定地區除外責任】

被保險人於本契約有效期間內，因自中華民國或第三地出境前往古巴、經古巴轉運、在古巴境內、或由古巴離境至入境中華民國或第三地前之期間，發生本契約所約定之保險事故，本公司不負給付各項保險金的責任，但被保險人非自願出入古巴者，不在此限。

### 特定地區除外責任附加條款(A)

#### 【適用範圍】

本「安達產物特定地區除外責任附加條款(A)」(以下簡稱本附加條款)，附加於本公司之安達產物旅行平安保險、安達產物海外旅行綜合保險、安達產物海外旅行平安保險、安達產物商務旅行團體傷害保險或安達產物海外突發疾病健康保險(以下統稱本契約)，並構成本契約之一部份，始生效力。

#### 【特定地區除外責任】

被保險人於本契約有效期間內，因自中華民國或第三地出境前往古巴、經古巴轉運、在古巴境內、或由古巴離境至入境中華民國或第三地前之期間，發生本契約所約定之保險事故，本公司不負給付各項保險金的責任，但被保險人非自願出入古巴者，不在此限。

### 青年海外旅行綜合保險

#### 承保範圍

本保險契約之承保範圍，得經雙方當事人同意後就下列各承保項目同時或分別訂之：

- 一、旅行文件損失保險
- 二、班機延誤保險
- 三、行李遺失保險
- 四、行李延誤費用保險
- 五、班機延誤失接保險
- 六、傷害保險

被保險人依前項第一款至第五款承保項目請求理賠時，對於每一承保項目於保險期間內以申請二次為限。

#### 共同不保事項

被保險人直接或間接因下列事項所致之損失或所負之責任，本公司不負理賠責任：

- 一、被保險人犯罪行為。
- 二、被政府機關徵用、沒收、扣押或銷毀。

三、被保險人違反任何政府或法規之規定，或任何從事政府或法規禁止之行為。

四、被保險人故意行為。

五、精神病、神經系統疾病或嗜睡症。

六、被保險人服役或參加軍事行動。

七、非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。

八、被保險人從事交通工具測試、現場製造、營建、海上工作（如職業潛水、鑽油井等）、礦業、空中攝影或爆破工作期間所發生之意外事故。

九、任何以獲得醫療為目的之旅行。

十、因戰爭、類似戰爭行為（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為所致者。但本保險契約另有約定者不在此限。

十一、因原子或核子能裝置所引起之爆炸、灼熱、幅射或污染。

十二、被保險人於海外旅行期間內，因自中華民國或第三地出境前往古巴、經古巴轉運、在古巴境內、或由古巴離境至入境中華民國或第三地前之期間，發生本保險契約所約定之保險事故，本公司不負給付各項保險金的責任，但被保險人非自願出入古巴者，不在此限。

## **一、旅行文件損失保險**

### **承保範圍**

被保險人於海外旅行期間內，因旅行文件或交通工具票證被強盜、搶奪、竊盜或遺失時，重置該文件所需之費用，本公司依本承保項目之約定，負理賠之責。

### **特別不保事項**

被保險人未於保險事故發生後二十四小時內向事故發生當地之警政單位報案並取得報案證明者，本公司不負理賠責任。

## **二、班機延誤保險**

### **承保範圍**

被保險人於海外旅行期間內，所搭乘之班機因天氣惡劣、機械故障、天災、被人劫持、該航空公司之受僱人罷工或工運活動或空中流量管制，致其所預定搭乘之班機較預定出發時間延誤六小時以上者，本公司依本承保項目之約定，對被保險人負理賠之責。

前項所稱延誤，不包括自中華民國出發，在海外旅行期間開始前已確定之班機延誤。

對於被保險人之延誤，每滿六小時本公司給付新台幣 1,500 元，但最高給付金額以本保險單所載保險金額為限。

班機延誤期間之計算，自班機預定出發之時起，至該航空公司所提供之第一班替代班機出發之時止。但被保險人因不可抗力因素致無法搭乘航空公司所提供之第一班替代班機者，則班機延誤期間之計算，至航空公司提供之次一班替代班機出發之時為止。

### **特別不保事項**

對於下列事項，本公司不負理賠責任：

一、 錯過轉搭班機之延誤。

二、 被保險人因本身事由而未搭乘預定之班機。

三、 被保險人向本公司締結本保險契約前，已發生罷工或工運活動。

四、 被保險人抵達機場之時，已逾其預定搭乘班機辦理登機之時間。

五、 被保險人未搭乘航空公司所提供之第一班替代班機。但被保險人因不可抗力因素致無法搭乘航空公司所提供之第一班替代班機者，不在此限。

## **三、行李遺失保險**

### **承保範圍**

被保險人於海外旅行期間內因所搭乘班機之航空公司處理不當，致其隨行交運之行李遺失，對於被保險人因此所受之損失，本公司依本承保項目之約定，對被保險人負理賠之責。

### **特別不保事項（物品）**

對於下列物品之遺失，本公司不負理賠責任：

一、 商業用或營業用物品、食物、動植物、機動車、船舶、其他交通工具（包括前述交通工具之零配件）、家具、古董、珠寶、行動電話、飾品。

二、 貨幣、股票、債券、郵票、票據、入場券、車票、機票、船票、其他交通工具票證、有價證券及旅行文件。

- 三、文稿、圖畫、圖案、模型、樣品、帳簿或其他商業憑證簿冊。
- 四、違禁品或非法之物品。
- 五、被保險人事先運送之行李，或非隨身託運而分開郵寄或運送之物品。
- 六、被保險人所租用之設備。
- 七、儲存或記載於磁帶、磁碟、磁片、卡片或其他供資料儲存記載用物品上之資料。
- 八、玻璃、磁器、陶器或其他易碎物品。
- 九、信用卡、金融卡或其他作為簽帳或提款之塑膠卡片。

#### **特別不保事項（事故）**

對於下列事故，本公司不負理賠責任：

- 一、直接或間接因暴動、叛亂、革命或政府對前述事件所採取之阻礙、反抗或防禦行為。
- 二、可由航空公司補償之損失。
- 三、損失發生後，被保險人未儘速通知航空公司，並未於三天內以書面向其索取事故及損失證明者。
- 四、不明原因之遺失。

#### **四、行李延誤費用保險**

##### **承保範圍**

被保險人於海外旅行期間內，其隨行託運之行李因航空公司之處理失當，致其在抵達目的地後六小時內仍未領得時，本公司依本承保項目之約定，對被保險人負給付保險金額之責。

##### **特別不保事項**

對於下列事故與物品，本公司不負理賠責任：

- 一、被保險人於返回中華民國境內機場之行李延誤。
- 二、被保險人事先運送之行李，或非隨身託運而分開郵寄或運送之物品。

#### **五、班機延誤失接保險**

##### **承保範圍**

被保險人於海外旅行期間內，以乘客身份乘坐班機，因前班班機延誤而致轉接班機失接，於到達轉運站後六小時內無其他班機可供其轉接者，本公司依本承保項目之約定，對被保險人負理賠之責。  
前項所稱之延誤，不包括發生於中華民國國內之航班。

##### **特別不保事項**

- 一、被保險人因本身事由而未搭乘預定之班機。
- 二、被保險人向本公司締結本保險契約前，已發生罷工或工運活動。
- 三、被保險人未搭乘航空公司所提供之第一班替代班機。但被保險人因不可抗力因素致無法搭乘航空公司所提供之第一班替代班機者，不在此限。

#### **六、傷害保險**

##### **承保範圍**

被保險人於傷害保險保障期間內，因遭受意外傷害事故，致其身體蒙受傷害而致重大燒燙傷、殘廢或死亡時，本公司依照本承保項目之約定，給付保險金。

##### **除外責任（原因）**

被保險人因下列原因致成死亡、殘廢、重大燒燙傷或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
- 五、非以乘客身分搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。但契約另有約定者，不在此限。
- 六、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 七、被保險人於傷害保險保障期間內，因自中華民國或第三地出境前往古巴、經古巴轉運、在古巴境內、或由古巴離境至入境中華民國或第三地前之期間，發生本保險契約所約定之保險事故，本公司不負給付各項保險金的責任，但被保險人非自願出入古巴者，不在此限。  
前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。  
第一章共同條款第四條約定於本承保項目不適用之。

### **特別不保事項**

被保險人從事下列活動，致成死亡、殘廢、重大燒燙傷或傷害時，除契約另有約定外，本公司不負給付保險金的責任

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## **青年海外突發疾病健康保險**

### **承保範圍**

被保險人於本契約有效期間內前往海外教育機構留、遊學或度假打工期間，因第二條第五項約定之「突發疾病」而必須在海外住院或門診診療時，本公司依本契約約定給付保險金。

### **除外責任與不保事項**

#### **第九條 除外責任**

被保險人因下列各項原因所致之突發疾病而住院或門診診療者，本公司不負給付各項保險金之責任。

- 一、被保險人之故意行為（包括自殺及自殺未遂）。
- 二、被保險人之犯罪行為。
- 三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院或門診診療者，本公司不負給付各項保險金的責任。

- 一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。
- 二、外觀可見之天生畸形。
- 三、非因當次住院或門診事故治療之目的所進行之牙科手術。
- 四、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。但因遭受意外傷害事故所致者，不在此限，且其裝設以一次為限。
- 五、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。
- 六、懷孕、流產或分娩及其併發症。但下列情形不在此限：

#### **(一) 懷孕相關疾病：**

1. 子宮外孕。
2. 葡萄胎。
3. 前置胎盤。
4. 胎盤早期剝離。
5. 產後大出血。
6. 子癲前症。
7. 子癲症。
8. 萎縮性胚胎。
9. 胎兒染色體異常之手術。

#### **(二) 因醫療行為所必要之流產，包含：**

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
4. 有醫學上理由，足以認定胎兒有畸型發育之虞。
5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

#### **(三) 醫療行為為必要之剖腹產，並符合下列情況者：**

1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時）

或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。

2.胎兒窘迫，係指下列情形之一者：

a.在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。

b.胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。

3.胎頭骨盆不對稱，係指下列情形之一者：

a.胎頭過大（胎兒頭圍 37 公分以上）。

b.胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。

c.骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。

d.骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。

4.胎位不正。

5.多胞胎。

6.子宮頸未全開而有臍帶脫落時。

7.兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。

8.分娩相關疾病：

a.前置胎盤。

b.子癲前症及子癇症。

c.胎盤早期剝離。

d.早期破水超過 24 小時合併感染現象。

e.母體心肺疾病：

(a)嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。

(b)經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。

(c)嚴重肺氣腫，並附胸腔科專科醫師診斷證明。

七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

第十條 特定地區除外責任

被保險人於本契約有效期間內，因自中華民國或第三地出境前往古巴、經古巴轉運、在古巴境內、或由古巴離境至入境中華民國或第三地前之期間，發生本契約所約定之保險事故，本公司不負給付各項保險金的責任，但被保險人非自願出入古巴者，不在此限。

## 返國繼續住院保險金附加條款

### 承保範圍

茲經雙方同意，要保人於投保安達產物海外旅行平安保險或安達產物青年海外突發疾病健康保險（以下簡稱本契約）後，加繳保險費，投保安達產物返國繼續住院保險金附加條款（以下簡稱本附加條款），對於被保險人於本附加條款有效期間內因本契約第二條約定之突發疾病實際住院治療而於返國前一日內始出院，並因同一疾病於入境後一日內住院治療者，本公司對所發生返國繼續住院治療之醫院住院費用，依本附加條款之約定給付保險金，並以一次為限。

### 除外責任與不保事項

同本契約之除外責任與不保事項。

## 傷害醫療保險給付附加條款

### 承保範圍

茲經雙方同意，於投保安達產物青年海外旅行綜合保險並加繳保險費後，投保安達產物傷害醫療保險給付附加條款（以下簡稱本附加條款）。被保險人於本傷害保險保障期間內遭受意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。如被保險人未能以全民健康保險身份就醫或就醫時未在全民健康保險指定醫院接受診療，本公司按其實際醫療費用百分之七十五給付保險金，同一次意外傷害事故的給付總額以保險單所載「實支實付傷害醫療保險金限額」為限，且保險期間內之累積最高賠償金額不得超過「實支實付傷害醫療保險金限額」。

#### **除外責任與不保事項**

同安達產物青年海外旅行綜合保險第七章傷害保險之除外責任與不保事項。

### **自動續保附加條款**

#### **承保範圍**

茲經雙方同意，要保人投保附表所列任一種保險（以下簡稱本契約）後，加保安達產物自動續保附加條款（以下簡稱本附加條款），本公司依本附加條款之約定，逐年辦理自動續保。

#### **除外責任與不保事項**

同本契約之除外責任與不保事項。

### **意外傷害住院慰問金傷害保險附加條款**

#### **承保範圍**

茲經雙方同意，要保人於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物意外傷害住院慰問金傷害保險附加條款（以下簡稱本附加條款），本公司就被保險人於本附加條款有效期間內，因遭受意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫師診斷必須住院治療且實際住院日數達三日（含）以上時，按本附加條款約定之保險金額給付「住院慰問保險金」。但超過一百八十日，經醫師診斷必須住院治療且實際住院日數達三日（含）以上時，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。但每次事故給付以一次為限。

#### **除外責任與不保事項**

同本契約之除外責任與不保事項。

### **重大燒燙傷保險給付傷害保險附加條款**

#### **承保範圍**

茲經雙方同意，要保人於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」、「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物重大燒燙傷保險給付傷害保險附加條款（以下簡稱本附加條款），本公司對於被保險人於本附加條款有效期間內，因遭受意外傷害事故，致其身體蒙受重大燒燙傷時，本公司依照本附加條款的約定給付重大燒燙傷保險金。

#### **除外責任與不保事項**

同本契約之除外責任與不保事項。

### **意外傷害住院醫療日額給付傷害保險附加條款**

#### **承保範圍**

意外傷害住院醫療日額保險金的給付

茲經雙方同意，要保人於投保「安達產物身故平安傷害保險」、「安達產物個人傷害保險」、「安達產物人身傷害保險」、「安達產物平安 123 傷害保險」、「安達產物人身意外傷害保險」或「安達產物人身意外傷害保險附約」（以下簡稱本契約）後，加繳保險費，投保安達產物意外傷害住院醫療日額給付傷害保險附加條款（以下簡稱本附加條款），本公司對於被保險人於本附加條款有效期間內，因遭受意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格之醫院治療者，本公司就被保險人住院日數，依下列約定病房等級給付保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

（一）一般病房住院日額保險金：本公司按本附加條款所約定之「一般病房住院日額」乘以該次實際住院日數（含入院及出院當日），給付「一般病房住院日額保險金」，但同一意外傷害事故最高給付日數以九十日為限。

（二）加護病房住院日額保險金：本公司除給付本附加條款所約定「一般病房住院日額保險金」外，就其實際住進加護病房日數（含入、出加護病房當日）給付本附加條款所約定的「加護病房住院日額保險金」，但同一意外傷害事故最高給付日數以十四日為限。

（三）燒燙傷病房住院日額保險金：本公司除給付本附加條款所約定「一般病房住院日額保險金」外，就其實際住進

燒燙傷病房日數（含入、出燒燙傷病房當日）給付本附加條款所約定的「燒燙傷病房住院日額保險金」，但同一意外傷害事故最高給付日數以十四日為限。

被保險人因意外傷害事故蒙受骨折未住院治療者，或已住院但未達附件一「骨折別日數表」，其未住院部分本公司依「骨折別日數表」所定日數乘「一般病房住院日額保險金」的二分之一給付。合計給付日數以按骨折別所訂日數為上限。

前項所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者，按完全骨折日數四分之一給付。如同時蒙受二項以上骨折時，僅給付一項較高等級的醫療保險金。

#### **除外責任與不保事項**

同本契約之除外責任與不保事項。

### **意外傷害醫療保險附約**

#### **承保範圍**

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

#### **除外責任與不保事項**

##### **除外責任(原因)**

被保險人因下列原因致成傷害時，本公司不負給付該被保險人保險金的責任：

- 一、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
- 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。

##### **不保事項**

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付該被保險人保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### **新日額型意外傷害住院保險附約**

#### **承保範圍**

被保險人於本附約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害因而需接受住院治療時，本公司依照本附約的約定，給付保險金。

#### **除外責任與不保事項**

##### **除外責任**

被保險人因下列原因致成傷害時，本公司不負給付保險金的責任：

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本附約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本附約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害時，本公司仍給付保險金。

##### **不保事項**

被保險人從事下列活動，致成傷害時，除本附約另有約定外，本公司不負給付保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### **金安心個人傷害保險**

#### **承保範圍**

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本契約約定給付保險金。

#### **除外責任與不保事項**

##### **除外責任（原因）**

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。



四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。  
五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。  
前項第一款情形（除被保險人的故意行為外），致被保險人傷害而致成殘廢時，本公司仍給付保險金。

#### 不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除本契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 金安心個人傷害醫療保險附約

#### 【承保範圍】

#### 第三條 保險範圍

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

一、實支實付傷害醫療保險金的給付：係指被保險人於本附約有效期間內遭受第二條約定意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付實支實付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

如被保險人未能以全民健康保險身份就醫或就醫時未在全民健康保險指定醫院或診所接受診療，致各項醫療費用未經全民健康保險給付者，本公司就其實際醫療費用的百分之七十給付實支實付傷害醫療保險金。但同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

二、意外門診手術醫療保險金的給付：係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，經合格醫師診斷進行門診手術者，本公司就每一次門診手術，定額給付被保險人本附約所約定的「意外門診手術醫療保險金」。

三、顏面傷殘整型費用保險金之給付：係指被保險人於本附約有效期間內遭受第二條約定之意外傷害事故，致其頭部、顏面部、頸部受有損傷，自意外傷害事故發生之日起一百八十日內經醫院治療後遺存顯著醜形並接受整型手術者，本公司依保險單所載之「顏面傷殘整型費用保險金額」範圍內，就其實際手術費用給付「顏面傷殘整型費用保險金」，但超過一百八十日，受益人若能證明治療行為與該意外傷害事故具有因果關係者，不在此限。

本公司就被保險人因遭遇同一意外傷害事故所致之整型費用，自其接受第一次整型手術之日起二年內負賠償責任，且累計給付總額最高以保險單所載之「顏面傷殘整型費用保險金額」為限。

四、特定人工器官保險金的給付：係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，於登記合格的醫院住院治療者，且經該院合格醫師診斷，於住院治療期間內須施行義眼、義齒、義乳或義肢四項器官手術時，本公司按附表一「特定人工器官保險金項目表」所列各項人工器官補助金額給付「特定人工器官保險金」，各項人工器官採定額給付，以實際支付之數量為準，且保險期間內累積最高賠償金額不超過本附約所約定之各項人工器官補助給付上限。

五、傷害醫療住院日額給付：係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫師診斷必須住院診療時，經正式辦理住院手續並確實在醫院接受診療者，本公司按下述之約定給付保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

(一)、意外傷害住院醫療保險金的給付：係指被保險人於醫院接受住院治療者，本公司按致成意外傷害事故當時之「傷害醫療保險金日額」乘以該次實際住院日數（含入院及出院當日），給付「意外傷害住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過九十日。如被保險人出院後，又因同一傷害於同一日入院治療時，該日不得重覆計入住院醫療日數。

被保險人因第一項傷害蒙受骨折未住院治療者，或已住院但未達附表二「骨折別日數表」，其未住院部分本公司按「骨折別日數表」所訂日數乘以致成意外傷害事故當時之「傷害醫療保險金日額」的二分之一給付，合計給付日數以按骨折別所訂日數為上限。如同時蒙受下列二項以上骨折時，僅給付一項較高等級的保險金。

本款所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者按完全骨折日數四分之一給付。

(二)、意外傷害加護病房住院醫療保險金的給付：係指被保險人於醫院之加護病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定之「傷害醫療保險金日額」乘以該被保險人實際住進加護病房的日數（含入、出加護病房當日）給付「意外傷害加護病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出加護病房後，又因同一傷害於同一日入加護病房治療時，該日不得重覆計入加護病房住院醫療日數。

(三)、意外傷害燒燙傷病房住院醫療保險金的給付：係指被保險人於醫院之燒燙傷病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定「傷害醫療保險金日額」的三倍乘以該被保險人實際住進燒燙傷病房的日數（含入、出燒燙傷病房當日）給付「意外傷害燒燙傷病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出燒燙傷病房後，又因同一傷害於同一日入燒燙傷病房治療時，該日不得重覆計入燒燙傷病房住院醫療日數。

六、重大傷殘住院補償保險金的給付：係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，至登記合格的醫院住院治療後，符合本附約附表三「殘廢程度與保險金給付表」所列第一級至第六級殘廢程度之一者，本公司按本附約所約定之「重大傷殘住院補償保險金日額」乘以該被保險人實際住院日數（含入院及出院當日），給付「重大傷殘住院補償保險金」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項住院治療若因同一意外傷害事故所致，其給付日數不得超過九十日。如被保險人出院後，又因同一傷害於同一日入院治療時，該日不得重覆計入住院醫療日數。

七、住院生活補助保險金之給付：係指被保險人於本附約有效期間內因遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫院之醫師診斷確定必須且經住院診療時，本公司自被保險人住院診療之日起算，就其實際連續住院日數（含出院及入院當日，如當日轉院者視同連續住院，該日不得重覆計入住院日數）達到下列日數者，依照本附約約定之保險金額給付「住院生活補助保險金」：

(一)住院日數為三日（含）至七日；

(二)住院日數為八日（含）至十四日；

(三)住院日數為十五日（含）以上者。

但超過一百八十日繼續診療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。被保險人因同一意外傷害事故申請給付住院生活補助保險金時，本公司累計給付金額以保險單首頁所載之該項最高保

險金額為限。

#### 【除外責任】

##### 第七條 除外責任(原因)

被保險人因下列原因致成傷害時，本公司不負給付該被保險人保險金的責任：

- 一、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
- 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。

##### 第八條 不保事項

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付該被保險人保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 傷害保險附約

#### 承保範圍

被保險人因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照約定給付保險金。

#### 除外責任與不保事項

##### 除外責任（原因）

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

##### 不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除附約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 身故平安傷害保險

#### 承保範圍

被保險人因遭受意外傷害事故，致成死亡時，本公司按約定給付保險金。

#### 除外責任與不保事項

##### 除外責任（原因）

被保險人因下列原因致成死亡時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
- 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

##### 不保事項

被保險人從事下列活動，致成死亡時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 個人傷害保險

### 承保範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依約定給付保險金。

### 除外責任與不保事項

除外責任（原因）

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

### 不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 大眾運輸工具傷害保險附約

### 承保範圍

被保險人於本附約有效期間內因搭乘大眾運輸工具而遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本附約的約定，給付保險金。

前項被保險人搭乘領有合法營業載客執照之大眾運輸工具，因遭劫持，於劫持中本附約的保險期間如已終止，本保單自動延長有效期間至劫持事故終了。劫持事故終了係指被保險人完全脫離被劫持的狀況。

### 除外責任與不保事項

除外責任（原因）

被保險人因下列原因致成死亡、殘廢時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
  - 四、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

## 傷害住院醫療日額保險附約

### 承保範圍

被保險人因傷害住院診療時，本公司依約定給付保險金。

### 除外責任與不保事項

除外責任（原因）

被保險人因下列原因致成傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害時，本公司仍給付保險金。

### 不保事項

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 人身傷害保險

### 承保範圍

被保險人因遭受意外傷害事故，致其身體蒙受傷害而致成殘廢、重大燒燙傷或死亡時，本公司按約定給付保險金。

### 除外責任與不保事項

除外責任（原因）

被保險人因下列原因致成死亡、殘廢或重大燒燙傷時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢或重大燒燙傷時，本公司仍給付殘廢保險金、重大燒燙傷保險金及重大傷殘生活補助保險金。

#### 不保事項

被保險人從事下列活動，致成死亡、殘廢或重大燒燙傷時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 住院醫療日額保險

### 承保範圍

被保險人於本契約有效期間內因第二條約定之疾病或傷害住院診療時，本公司依本契約約定給付保險金。

本契約所稱「疾病」，係指被保險人於本契約生效日持續有效三十日以後所開始發生之疾病。但續保者，自續保日起發生之疾病，不受三十日之限制。符合行政院衛生署最新公告之新生兒先天性代謝異常疾病篩檢項目之疾病，亦不受三十日之限制。

### 除外責任與不保事項

#### 除外責任（原因）

被保險人因下列原因所致之疾病或傷害而住院診療者，本公司不負給付各項保險金的責任。

- 一、被保險人之故意行為（包括自殺及自殺未遂）。
- 二、被保險人之犯罪行為。
- 三、被保險人非法施用防制毒品相關法令所稱之毒品。

#### 除外責任(事故)

被保險人因下列事故而住院診療者，本公司不負給付各項保險金的責任。

- 一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。
- 二、外觀可見之天生畸形。
- 三、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。
- 四、懷孕、流產或分娩及其併發症。但下列情形不在此限：

#### (一)懷孕相關疾病：

1. 子宮外孕。
2. 葡萄胎。
3. 前置胎盤。
4. 胎盤早期剝離。
5. 產後大出血。
6. 子癲前症。
7. 子癲症。
8. 萎縮性胚胎。
9. 胎兒染色體異常之手術。

#### (二)因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
4. 有醫學上理由，足以認定胎兒有畸型發育之虞。
5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

#### (三)醫療行為為必要之剖腹產，並符合下列情況者：

1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
2. 胎兒窘迫，係指下列情形之一者：
  - a. 在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分

- 鐘 30 次且持續 60 秒以上者。
- b.胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
  - 3.胎頭骨盆不對稱係指下列情形之一者：
    - a.胎頭過大（胎兒頭圍 37 公分以上）。
    - b.胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
    - c.骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
    - d.骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
  - 4.胎位不正。
  - 5.多胞胎。
  - 6.子宮頸未全開而有臍帶脫落時。
  - 7.兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
  - 8.分娩相關疾病：
    - a.前置胎盤。
    - b.子癲前症及子癲症。
    - c.胎盤早期剝離。
    - d.早期破水超過 24 小時合併感染現象。
    - e.母體心肺疾病：
      - (a)嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
      - (b)經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
      - (c)嚴重肺氣腫，並附胸腔科專科醫師診斷證明。
- 五、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

## 海外旅行平安保險

### 承保範圍

被保險人於海外停留保障期間內，因發生突發疾病需門診或住院治療或遭受意外傷害事故，致其身體蒙受傷害或因而致殘廢或死亡時，本公司依照本契約的約定，給付保險金。

「突發疾病」：

係指被保險人在每次出國前九十天以內未曾接受治療、診療或用藥，且需即時在醫療院所診療始能避免損害身體健康之疾病；若該疾病已完全治療痊癒而在海外停留保障期間再度發生者，亦視為突發疾病。

「海外」：

係指中華民國管轄權(包括臺灣、澎湖、金門、馬祖)以外地區。

「海外停留保障期間」：

係指自被保險人經警政署查驗證照離境起，至警政署查驗證照入境止之期間；每次「海外停留保障期間」最高天數有 45、60、90、180 天四種類型。

### 除外責任與不保事項

除外責任(原因)

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。但契約另有約定者，不在此限。
  - 六、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

突發疾病除外責任

被保險人因下列各項原因所發生之門診或住院醫療費用，本公司不負給付「海外突發疾病門診醫療保險金」或「海外突發疾病住院醫療保險金」之責任。

- 一、被保險人之故意行為（包括自殺及自殺未遂）。
- 二、被保險人之犯罪行為。
- 三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院診療者，本公司不負給付各項保險金的責任。

- 一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。
- 二、外觀可見之天生畸形。
- 三、非因當次住院事故治療之目的所進行之牙科手術。
- 四、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。
- 五、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。
- 六、懷孕、流產或分娩及其併發症。但下列情形不在此限：

(一)懷孕相關疾病：

- 1.子宮外孕。
- 2.葡萄胎。
- 3.前置胎盤。
- 4.胎盤早期剝離。
- 5.產後大出血。
- 6.子癲前症。
- 7.子癲症。
- 8.萎縮性胚胎。
- 9.胎兒染色體異常之手術。

(二)因醫療行為所必要之流產，包含：

- 1.因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
- 2.因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
- 3.有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
- 4.有醫學上理由，足以認定胎兒有畸型發育之虞。
- 5.因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

(三)醫療行為必要之剖腹產，並符合下列情況者：

- 1.產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
- 2.胎兒窘迫，係指下列情形之一者：
  - a.在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
  - b.胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
- 3.胎頭骨盆不對稱，係指下列情形之一者：
  - a.胎頭過大（胎兒頭圍 37 公分以上）。
  - b.胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
  - c.骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
  - d.骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
- 4.胎位不正。
- 5.多胞胎。
- 6.子宮頸未全開而有臍帶脫落時。
- 7.兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
- 8.分娩相關疾病：
  - a.前置胎盤。
  - b.子癲前症及子癲症。
  - c.胎盤早期剝離。
  - d.早期破水超過 24 小時合併感染現象。
  - e.母體心肺疾病：
    - (a)嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
    - (b)經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
    - (c)嚴重肺氣腫，並附胸腔科專科醫師診斷證明。
- 七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

## 旅行平安保險(電子商務適用)

### 【承保範圍】

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致特定燒燙傷、殘廢、死亡或需接受治療

時，本公司依照本契約的約定，給付保險金。

前項所謂意外傷害事故，指非由疾病引起之外來突發事故。

#### 【除外責任】

被保險人因下列原因致成死亡、殘廢、特定燒燙傷或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
- 五、非以乘客身份搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。但契約另有約定者，不在此限。
- 六、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢或特定燒燙傷時，本公司仍給付保險金。

#### 【不保事項】

被保險人從事下列活動，致成死亡、殘廢、特定燒燙傷或傷害時，除契約另有約定外，本公司不負給付保險金的責任

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 團體傷害保險

#### 承保範圍

被保險人因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司按約定給付保險金。

#### 除外責任與不保事項

除外責任（原因）

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 安達產物團體意外一至六級傷殘補償保險金附加條款

#### 【承保範圍】

茲經雙方同意，要保人投保安達產物團體傷害保險（以下簡稱主保險契約）後，加保安達產物團體意外一至六級傷殘補償保險金附加條款（以下簡稱本附加條款），本公司就被保險人於本附加條款有效期間內，因遭受主保險契約所約定之意外傷害事故，自意外傷害事故發生之日起一百八十日內，致成本附加條款附表所列第一至六級殘廢程度之一，且至診斷確定殘廢之日仍生存者，本公司依照本附加條款的約定，給付「意外一至六級傷殘補償保險金」，其金額按該表所列之給付比例乘以本附加條款之保險金額計算。但超過一百八十日致成本附加條款附表所列第一至六級殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因同一意外傷害事故致成本附加條款附表第一至六級殘廢程度所列二項以上殘廢程度時，本公司給付各該項「意外一至六級傷殘補償保險金」之和，最高以本附加條款之保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項「意外一至六級傷殘補償保險金」；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的「意外一至六級傷殘補償保險金」。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含主保險契約及本附加條款訂立前）的殘廢，可領附表第一至六級殘廢程度所列較嚴重項目的「意外一至六級傷殘補償保險金」者，本公司按較嚴重的項目給付「意外一至六級



傷殘補償保險金」，但以前的殘廢，視同已給付「意外一至六級傷殘補償保險金」，應扣除之。前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。被保險人於本附加條款有效期間內因不同意外傷害事故申領「意外一至六級傷殘補償保險金」時，本公司累計給付金額最高以本附加條款之保險金額為限。

#### 【除外責任與不保事項】

- 一、被保險人因主保險契約所約定各項除外責任原因或不保事項致成殘廢時，本公司不負給付保險金的責任。
- 二、倘被保險人因要保人的故意行為致成本附加條款附表所列第一級至第六級殘廢時，本公司仍給付意外一至六級傷殘補償保險金。

### 志工團體傷害保險

#### 承保範圍

被保險人於本契約有效期間內，因執行志工勤務期間遭受意外傷害事故，致其身體蒙受傷害而致殘廢、死亡或傷害醫療時，本公司依照本契約的約定，給付保險金。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

#### 除外責任與不保事項

##### 第二十一條 除外責任(原因)

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任：

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形(除被保險人的故意行為外)，致被保險人傷害或殘廢時，本公司仍給付保險金。

##### 第二十二條 不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 團體住院醫療日額給付健康保險

#### 承保範圍

被保險人因疾病或傷害住院診療時，本公司依本契約約定給付保險金。

#### 除外責任與不保事項

##### 除外責任(原因)

被保險人因下列原因所致之疾病或傷害而住院診療者，本公司不負給付的責任。

- 一、被保險人之故意行為。〔包括自殺及自殺未遂〕。
- 二、被保險人之犯罪行為。
- 三、被保險人因非法吸食或施打麻醉藥品。

##### 除外責任(事故)

被保險人因下列事故而住院診療者，本公司不負給付的責任。

- 一、美容手術、外科整型或天生畸形。但因遭受意外傷害事故所致之必要外科整型，不在此限。
- 二、非因治療目的之牙齒手術。但因遭受意外傷害事故所致者，不在此限。
- 三、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。但因遭受意外傷害事故所致者，不在此限，且其裝設以一次為限。
- 四、健康檢查、療養或靜養。
- 五、懷孕、流產或分娩。但因遭受意外傷害事故所致或醫療行為必要之流產，不在此限。
- 六、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

### 大眾運輸工具團體傷害保險

#### 承保範圍

被保險人於本契約有效期間內因搭乘大眾運輸工具而遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公

司依照本契約的約定，給付保險金。

本契約之承保範圍得經雙方當事人就下列各類別同時或分別訂定之：

一、航空大眾運輸工具交通意外事故。

二、水上大眾運輸工具交通意外事故。

三、陸上大眾運輸工具交通意外事故。

前項被保險人搭乘領有合法營業載客執照之大眾運輸工具，因遭劫持，於劫持中本契約的保險期間如已終止，本保單自動延長有效期間至劫持事故終了。劫持事故終了係指被保險人完全脫離被劫持的狀況。

#### **除外責任與不保事項**

除外責任（原因）

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

一、被保險人的故意行為。

二、被保險人犯罪行為。

三、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。

四、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

前項第一款情形，致被保險人傷害或殘廢時，本公司仍給付保險金。

### **團體傷害住院醫療日額保險附約**

#### **承保範圍**

被保險人因傷害住院診療時，本公司依約定給付保險金。

#### **除外責任與不保事項**

除外責任（原因）

被保險人因下列原因致成傷害時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。

前項第一款情形（除被保險人的故意行為外），致被保險人傷害時，本公司仍給付保險金。

#### **不保事項**

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付保險金的責任。

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

### **團體一年定期癌症健康保險**

#### **承保範圍**

被保險人於其觀察期間屆滿後，經醫院醫師診斷確定第一次罹患癌症並符合本契約第二條所定義者，本公司應按本契約第六條之約定給付罹患癌症保險金。

如被保險人非因罹患癌症所致而發生身故或全殘廢時，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未到期保險費予要保人，其保險效力終止。

#### **不保事項**

被保險人於其觀察期間屆滿前，經醫院醫師診斷確定第一次罹患癌症者，本公司對該被保險人不負保險責任且無息返還該被保險人之保險費。

### **家庭傷害保險**

#### **承保範圍**

各被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢、重大燒燙傷或死亡時，依照本契約的約定，給付保險金。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

#### **除外責任與不保事項**

除外責任（原因）

各被保險人因下列原因致成死亡、殘廢或重大燒燙傷時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。  
前項第一款情形（除被保險人的故意行為外），致各被保險人傷害或殘廢或重大燒燙傷時，本公司仍給付殘廢保險金重大燒燙傷保險金及重大傷殘生活補助保險金。

#### 不保事項

各被保險人從事下列活動，致成死亡、殘廢或重大燒燙傷時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、各被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、各被保險人從事汽車、機車及自由車等的競賽或表演。

### 團體一年定期重大疾病健康保險(甲型)

#### 承保範圍

被保險人於本契約有效期間內，初次發生並經醫院醫師診斷確定為本契約所定義之重大疾病時，本公司依照本契約第六條約定，給付重大疾病保險金。

如被保險人非因初次發生重大疾病所致之身故，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未滿期保險費予要保人，其保險效力終止。

**本契約所稱「重大疾病」係指被保險人參加本契約生效日起持續有效三十天以後，初次發生並經診斷確定為下列約定疾病之一者，但被保險人因遭受意外傷害事故致成本項第六款所稱之癱瘓或須接受本項第七款所稱之重大器官移植或造血幹細胞移植者及要保人依本契約第十七條通知續保者，不受前述三十天之限制：**

一、急性心肌梗塞（重度）：係指因冠狀動脈阻塞而導致部分心肌壞死，其診斷除了發病 90 天（含）後，經心臟影像檢查證實左心室功能射出分率低於 50%（含）者之外，且同時具備下列至少二個條件：

（一）典型之胸痛症狀。

（二）最近心電圖的異常變化，顯示有心肌梗塞者。

（三）心肌酶 CK-MB 有異常增高，或肌鈣蛋白 T>1.0ng/ml，或肌鈣蛋白 I>0.5ng/ml。

二、冠狀動脈繞道手術：係指因冠狀動脈疾病而有持續性心肌缺氧造成心絞痛或心臟衰竭，並接受冠狀動脈繞道手術者。其他手術不包括在內。

三、腦中風後殘障（重度）：係指因腦血管的突發病變導致腦血管出血、栓塞、梗塞致永久性神經機能障礙者。所謂永久性神經機能障礙係指事故發生六個月後經神經科、神經外科或復健科專科醫師認定仍遺留下列殘障之一者：

（一）植物人狀態。

（二）一上肢三大關節或一下肢三大關節遺留下列殘障之一者：

1. 關節機能完全不能隨意識活動。

2. 肌力在 2 分（含）以下者（肌力 2 分是指可做水平運動，但無法抗地心引力）。

上肢三大關節包括肩、肘、腕關節，下肢三大關節包括髖、膝、踝關節。

（三）兩肢（含）以上運動或感覺障礙而無法自理日常生活者。所謂無法自理日常生活者，係指食物攝取、大小便始末穿脫衣服、起居、步行、入浴等，皆不能自己為之，經常需要他人加以扶助之狀態。

（四）喪失言語或咀嚼機能者。

言語機能的喪失係指因腦部言語中樞神經的損傷而患失語症者。所謂咀嚼機能的喪失係指由於牙齒以外之原因所引起之機能障礙，以致不能做咀嚼運動，除流質食物以外不能攝取之狀態。

四、末期腎病變：指腎臟因慢性及不可復原的衰竭，已經開始接受長期且規則之透析治療者。

五、癌症（重度）：係指組織細胞有惡性細胞不斷生長、擴張及對組織侵害的特性之惡性腫瘤或惡性白血球過多症，經病理檢驗確定符合最近採用之「國際疾病傷害及死因分類標準」版本歸屬於惡性腫瘤，且非屬下列項目之疾病：

（一）慢性淋巴性白血病第一期及第二期（按 Rai 氏的分期系統）。

（二）10 公分（含）以下之第一期何杰金氏病。

（三）第一期前列腺癌。

（四）第一期膀胱乳頭狀癌。

（五）甲狀腺微乳頭狀癌（微乳頭狀癌是指在甲狀腺內 1 公分（含）以下之乳頭狀癌）。

（六）邊緣性卵巢癌。

（七）第一期黑色素瘤。

（八）第一期乳癌。

（九）第一期子宮頸癌。

（十）第一期大腸直腸癌。

（十一）原位癌或零期癌。

（十二）第一期惡性類癌。

（十三）第二期（含）以下且非惡性黑色素瘤之皮膚癌（包括皮膚附屬器癌及皮纖維肉瘤）。

六、癱瘓（重度）：係指兩上肢、或兩下肢、或一上肢及一下肢，各有三大關節中之兩關節（含）以上遺留下列殘障

之一，且經六個月以後仍無法復原或改善者：

(一)關節機能完全不能隨意識活動。

(二)肌力在 2 分（含）以下者（肌力 2 分是指可做水平運動，但無法抗地心引力）。

上肢三大關節包括肩、肘、腕關節，下肢三大關節包括髖、膝、踝關節。

七、重大器官移植或造血幹細胞移植：

重大器官移植，係指因相對應器官功能衰竭，已經接受心臟、肺臟、肝臟、胰臟、腎臟（以上均不含幹細胞移植）的異體移植。

造血幹細胞移植，係指因造血功能損害或造血系統惡性腫瘤，已經接受造血幹細胞（包括骨髓造血幹細胞、周邊血造血幹細胞和臍帶血造血幹細胞）的異體移植。

#### 除外責任與不保事項

被保險人在本契約生效日起三十日（含）以內初次發生並經醫院醫師診斷確定為重大疾病者，本公司對該被保險人不負保險責任且無息退還該被保險人之保險費。

## 借貸團體一年定期失能保險

#### 承保範圍

本契約所稱「意外傷害」指非由疾病引起之外來突發事故所致成之傷害。

本契約所稱「疾病」指在被保險人加入本契約之日起持續有效三十日以後所罹患之疾病，但續保者不受三十日之限制。

本契約所稱「暫時失能」指被保險人於本契約有效期間內，因意外傷害或疾病所致，而連續超過三十日以上不能從事該意外傷害或疾病發生前原來工作職務者，且未獲其他公司僱用。

被保險人於本契約有效期間內，經醫院醫師診斷確定因意外傷害或疾病所致發生暫時失能者，本公司依照本契約約定給付暫時失能保險金。

#### 除外責任與不保事項

不保事項：

被保險人因下列原因所致之意外傷害而致暫時失能時，本公司不負給付保險金的責任。

一、被保險人之故意行為。〔包括自殺及自殺未遂〕、犯罪行為、毆鬥行為(正當防衛不在此限)、麻醉或酗酒行為。

二、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。

三、因原子能或核子能裝置所造成爆炸、灼燒或幅射。

四、從事汽車、機車、自由車或特技表演、角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

被保險人因下列原因所致之疾病而致暫時失能時，本公司不負給付保險金的責任。

一、吸食毒品、迷幻劑或興奮劑等防制毒品相關法令所稱之毒品。

二、懷孕、流產或分娩及其併發症。但下列情形不在此限：

(一)懷孕相關疾病：

1.子宮外孕。

2.葡萄胎。

3.前置胎盤。

4.胎盤早期剝離。

5.產後大出血。

6.子癲前症。

7.子癲症。

8.萎縮性胚胎。

9.胎兒染色體異常之手術。

(二)因醫療行為所必要之流產，包含：

1.因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。

2.因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。

3.有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。

4.有醫學上理由，足以認定胎兒有畸型發育之虞。

5.因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

(三)醫療行為必要之剖腹產，並符合下列情況者：

1.產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。

2.胎兒窘迫，係指下列情形之一者：

a.在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分

- 鐘 30 次且持續 60 秒以上者。
- b.胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
  - 3.胎頭骨盆不對稱，係指下列情形之一者：
    - a.胎頭過大（胎兒頭圍 37 公分以上）。
    - b.胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
    - c.骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
    - d.骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
  - 4.胎位不正。
  - 5.多胞胎。
  - 6.子宮頸未全開而有臍帶脫落時。
  - 7.兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
  - 8.分娩相關疾病：
    - a.前置胎盤。
    - b.子癲前症及子癲症。
    - c.胎盤早期剝離。
    - d.早期破水超過 24 小時合併感染現象。
    - e.母體心肺疾病：
      - (a)嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
      - (b)經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
      - (c)嚴重肺氣腫，並附胸腔科專科醫師診斷證明。

### 團體傷害保險傷害醫療保險給付附加條款(實支實付及日額型)

#### 承保範圍

##### 【實支實付型（甲型）傷害醫療保險金】

被保險人於本附加條款有效期間內遭受主契約第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付「實支實付傷害醫療保險金」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

被保險人若以實際發生之醫療費用申領「實支實付傷害醫療保險金」，且非以全民健康保險身分就診者，或雖以全民健康保險身分就診，但有未經全民健康保險給付分攤之費用發生者，本公司就其實際醫療費用的百分之七十給付實支實付傷害醫療保險金。但同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

如被保險人身故時，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未到期保險費予要保人，其保險效力終止。

##### 【日額型（乙型）傷害醫療保險金】

被保險人於本附加條款有效期間內遭受主契約約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院治療者，本公司就其住院日數，給付保險單所記載的「傷害醫療保險金日額」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項每次傷害給付日數不得超過九十日。

被保險人因第一項傷害蒙受骨折未住院治療者，或已住院但未達下列骨折別所定日數表，其未住院部分本公司按下列骨折別所定日數乘「傷害醫療保險金日額」的二分之一給付。合計給付日數以按骨折別所訂日數為上限。

前項所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者按完全骨折日數四分之一給付，如同時蒙受下列二項以上骨折時，僅給付一項較高等級的醫療保險金。

如被保險人身故時，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未到期保險費予要保人，其保險效力終止。

#### 除外責任與不保事項

本附加條款隨同附加主契約辦理。

### 平安 123 傷害保險

#### 承保範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致重大燒燙傷、殘廢或死亡時，本公司依照本契約的約定，給付保險金。

#### 除外責任與不保事項

除外責任（原因）

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢或重大燒燙傷時，本公司仍給付殘廢保險金或重大燒燙傷保險金。

#### 不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 特定疾病健康保險

#### 承保範圍

被保險人於本契約有效期間內經醫院醫師診斷確定初次罹患本契約第二條所約定的「癌症」、「急性心肌梗塞（重度）」、「冠狀動脈繞道手術」、「腦中風後殘障（重度）」、「全身性紅斑性狼瘡」、或於「懷孕、分娩及生產期間」身故之保險事故者及本契約第十條之「重建手術」，本公司依本契約約定按附表一所列之保險金額給付各項保險金。

#### 除外責任與不保事項

本契約所稱「疾病」係指被保險人自本契約生效日起持續有效至第三十一日開始（即本公司應負之保險責任開始後）所發生之疾病（不包含癌症）。

本契約所稱「初次罹患」係指被保險人自本附約生效日起持續有效至第九十一日開始（即本公司應負之保險責任開始後），終身第一次罹患符合第二項所稱之「癌症」。

本契約所稱「癌症」係指組織細胞異常增生及具有轉移特性之惡性腫瘤，經醫院病理檢驗確定診斷為附表二及附表三所列之符合行政院衛生署刊印之「國際疾病傷害及死因分類標準」第九版之惡性腫瘤。本項之癌症不包含已轉移之癌症。

### 航空飛行團體傷害保險

#### 承保範圍

被保險人於契約有效期間內以乘客身分，於契約約定之國內航線飛行期間或國際航線飛行期間，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照契約的約定，給付保險金。

#### 除外責任與不保事項

除外責任（原因）

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 四、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

### 特定大眾運輸工具團體傷害附加條款

#### 承保範圍

被保險人於附加條款有效期間內，搭乘特定大眾運輸工具，於上、下車時遭受附加條款約定的意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照附加條款的約定，給付保險金。

前項被保險人搭乘領有合法營業載客執照之特定大眾運輸工具，因遭劫持，於劫持中附加條款的保險期間如已終止，保單自動延長有效期間至劫持事故終了。劫持事故終了係指被保險人完全脫離被劫持的狀況。

#### 除外責任與不保事項

同附加之主契約規範。

### 團體海外突發疾病健康保險附加條款

#### 承保範圍

被保險人於本附加條款有效期間內，於海外因發生本附加條款第二條第六項約定之「突發疾病」而需門診或住院治療時，本公司依照本附加條款的約定，給付保險金。

#### 除外責任與不保事項

除外責任

被保險人因下列各項原因所發生之門診或住院醫療費用，本公司不負給付「海外突發疾病門診醫療保險金」或「海外

突發疾病住院醫療保險金」之責任。

一、被保險人之故意行為（包括自殺及自殺未遂）。

二、被保險人之犯罪行為。

三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而門診或住院診療者，本公司不負給付各項保險金的責任。

一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。

二、外觀可見之天生畸形。

三、非因當次門診或住院事故治療之目的所進行之牙科手術。

四、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。但因遭受意外傷害事故所致者，不在此限，且其裝設以一次為限。

五、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。

六、懷孕、流產或分娩及其併發症。但下列情形不在此限：

（一）懷孕相關疾病：

1. 子宮外孕。

2. 葡萄胎。

3. 前置胎盤。

4. 胎盤早期剝離。

5. 產後大出血。

6. 子癲前症。

7. 子癲症。

8. 萎縮性胚胎。

9. 胎兒染色體異常之手術。

（二）因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。

2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。

3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。

4. 有醫學上理由，足以認定胎兒有畸型發育之虞。

5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

（三）醫療行為必要之剖腹產，並符合下列情況者：

1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。

2. 胎兒窘迫，係指下列情形之一者：

a. 在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。

b. 胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。

3. 胎頭骨盆不對稱，係指下列情形之一者：

a. 胎頭過大（胎兒頭圍 37 公分以上）。

b. 胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。

c. 骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。

d. 骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。

4. 胎位不正。

5. 多胞胎。

6. 子宮頸未全開而有臍帶脫落時。

7. 兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。

8. 分娩相關疾病：

a. 前置胎盤。

b. 子癲前症及子癲症。

c. 胎盤早期剝離。

d. 早期破水超過 24 小時合併感染現象。

e. 母體心肺疾病：

(a) 嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。

(b) 經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。

(c) 嚴重肺氣腫，並附胸腔科專科醫師診斷證明。

七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。  
不保事項  
同附加之主契約規範。

## 日額型住院醫療健康保險

### 承保範圍

被保險人於本契約有效期間內因本契約第二條約定之疾病或傷害住院診療、急診或接受門診手術時，本公司依本契約約定給付保險金。

### 除外責任與不保事項

#### 除外責任

被保險人因下列原因所致之疾病或傷害而住院診療者，本公司不負給付各項保險金的責任。

- 一、被保險人之故意行為（包括自殺及自殺未遂）。
- 二、被保險人之犯罪行為。

三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院診療者，本公司不負給付各項保險金的責任。

- 一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。二、外觀可見之天生畸形。
- 三、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。
- 四、懷孕、流產或分娩及其併發症。但下列情形不在此限：

#### (一) 懷孕相關疾病：

1. 子宮外孕。
2. 葡萄胎。
3. 前置胎盤。
4. 胎盤早期剝離。
5. 產後大出血。
6. 子癲前症。
7. 子癲症。
8. 萎縮性胚胎。
9. 胎兒染色體異常之手術。

#### (二) 因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
4. 有醫學上理由，足以認定胎兒有畸型發育之虞。
5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

#### (三) 醫療行為必要之剖腹產，並符合下列情況者：

1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
2. 胎兒窘迫，係指下列情形之一者：
  - a. 在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
  - b. 胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
3. 胎頭骨盆不對稱，係指下列情形之一者：
  - a. 胎頭過大（胎兒頭圍 37 公分以上）。
  - b. 胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
  - c. 骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
  - d. 骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
4. 胎位不正。
5. 多胞胎。
6. 子宮頸未全開而有臍帶脫落時。
7. 兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
8. 分娩相關疾病：
  - a. 前置胎盤。
  - b. 子癲前症及子癲症。
  - c. 胎盤早期剝離。



- d. 早期破水超過 24 小時合併感染現象。
  - e. 母體心肺疾病：
    - (a) 嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
    - (b) 經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
    - (c) 嚴重肺氣腫，並附胸腔科專科醫師診斷證明。
- 五、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

### 癌症身故健康保險

#### 承保範圍

被保險人於本契約有效期間內經醫院醫師確定診斷因本契約第二條第一項約定之「癌症」而致身故時，本公司依本契約約定之保險金額給付保險金，本契約效力即行終止。

#### 不保事項

- 一、被保險人非因遭受本契約第二條第一項約定之「癌症」致其身故，本公司按日數比例計算未滿期保險費退還要保人。
- 二、被保險人於本契約生效日起九十日內（即本公司應負之保險責任開始前），經醫院醫師確定診斷罹患本契約第二條第一項約定之「癌症」，本公司對該被保險人不負保險責任且無息退還保險費予要保人。

### 初次罹患癌症健康保險

#### 承保範圍

被保險人於本契約有效期間內經醫院醫師診斷確定初次罹患本契約第二條第二項約定之「癌症」時，本公司依本契約約定之保險金額給付保險金，本契約效力即行終止。

#### 不保事項

- 一、被保險人身故，但已依本契約約定申領「初次罹患癌症保險金」者，不在此限，本公司按日數比例計算未滿期保險費退還要保人。
- 二、被保險人於本契約生效日起九十日內（即本公司應負之保險責任開始前），經醫院醫師診斷確定罹患本契約第二條第二項約定之「癌症」，本公司對該被保險人不負保險責任且無息退還保險費予要保人。

### 初次罹患特定癌症健康保險

#### 承保範圍

被保險人於本契約有效期間內經醫院醫師診斷確定初次罹患本契約第二條約定之「癌症」，且前述「癌症」符合本契約附表二「特定癌症項目」所列之項目時，本公司依本契約約定之保險金額給付保險金，本契約效力即行終止。

#### 不保事項

- 一、被保險人身故，本公司按日數比例計算未滿期保險費退還要保人。
- 二、被保險人於本契約生效日起九十日內（即本公司應負之保險責任開始前），經醫院醫師診斷確定罹患本契約第二條第二項約定之「癌症」，本公司對該被保險人不負保險責任且無息退還保險費予要保人。
- 三、被保險人於本契約生效日起第九十一日起（即本公司應負之保險責任開始後），經醫院醫師診斷確定罹患本契約第二條第二項約定之「癌症」，且前述「癌症」非本契約附表二「特定癌症項目」所列之項目，本公司按日數比例計算未滿期保險費退還要保人。

### 航空飛行傷害保險附加條款

#### 承保範圍

被保險人於本附加條款有效期間內，以乘客身份因搭乘空中大眾運輸工具而遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本附加條款的約定，給付保險金。

前項被保險人搭乘領有合法營業載客執照之空中大眾運輸工具，因遭劫持，於劫持中本附加條款的保險期間如已終止，本保單自動延長有效期間至劫持事故終了。劫持事故終了係指被保險人完全脫離被劫持的狀況。

#### 除外責任與不保事項

同附加之主契約規範。

### 商務旅行團體傷害保險

#### 承保範圍

被保險人於「商務旅行保障期間」內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢、死亡或需治療，本公司依照本契約的約定，給付保險金。

#### 除外責任與不保事項

除外責任（原因）

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付該被保險人保險金的責任。

- 一、要保人、被保險人的故意行為。
- 二、被保險人犯罪行為。

- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、非以乘客身分搭乘航空器具或搭乘非經當地政府登記許可之民用飛行客機者。但契約另有約定者，不在此限。
  - 六、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

**不保事項**

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付該被保險人保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

**商務旅行團體傷害保險(甲型)**

**【承保範圍】**

被保險人於「商務旅行保障期間」內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢、死亡或需治療，本公司依照本契約的約定，給付保險金。

本契約所稱「商務旅行保障期間」係指於本契約有效期間內，由要保單位指定安排之商務旅行，起訖時間依要保單位出具之相關證明為準，但每次「商務旅行保障期間」最高保障天數為 180 天。

**【除外責任與不保事項】**

**【除外責任（原因）】**

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付該被保險人保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

**【不保事項】**

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付該被保險人保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

**商務旅行團體傷害保險**

**學校團體附加條款**

本契約第二條【名詞定義】第四項完全刪除而為下述約定所取代：

本契約所稱「被保險人」是指每月要保單位提供之商務旅行人員名冊內所載之人員，其身分應為公私立學校編制內現職員工及學生，包含依相關法令進用之約、聘僱人員（不含留職停薪人員）。

本契約第二條【名詞定義】新增第九項約定如下：

本契約所稱「商務旅行」係指參加要保單位所安排之研習、訓練、會議、參訪或競賽活動，但不含在要保單位之機關場所內所舉行之活動。

**【承保範圍】**

同其主保險契約。

**【除外責任與不保事項】**

同其主保險契約。

**安心療養津貼日額傷害保險附加條款**

**承保範圍**

被保險人於本附加條款有效期間內，因本附約第三條約定之傷害住院治療時，本公司依本附加條款的約定，給付保險

金。

#### 除外責任與不保事項

同附加之附約規範。

### 一年定期保障健康保險

#### 承保範圍

被保險人於本契約有效期間內經醫院醫師診斷確定因本契約第二條約定之疾病所致身故或重度殘廢時，本公司依本契約約定給付保險金。

被保險人在本契約生效日起三十日（含）以內因疾病所致而發生重度殘廢之第一級殘廢或死亡者，本公司對被保險人不負保險責任且無息退還被保險人之保險費予要保人。

#### 除外責任與不保事項

##### 除外責任

有下列情形之一者，本公司不負給付保險金的責任。

- 一、要保人故意致被保險人於死。
- 二、被保險人故意自殺或自成重度殘廢。
- 三、被保險人因犯罪處死或拒捕或越獄致死或重度殘廢。

前項第一款及第九條情形致被保險人重度殘廢時，本公司按第六條的約定給付疾病重度殘廢保險金。

### 團體一年定期保障健康保險

#### 承保範圍

被保險人於本契約有效期間內，經醫院醫師診斷確定因本契約第二條所約定之疾病所致重度殘廢或死亡時，本公司依照本契約約定給付保險金。

本契約第二條所稱「疾病」係指被保險人自本契約生效日起持續有效三十日以後所發生之疾病，但續保者不受三十日之限制。符合行政院衛生署最新公告之新生兒先天性代謝異常疾病篩檢項目之疾病，亦不受三十日之限制。

被保險人在本契約生效日起三十日（含）以內，因疾病所致而發生重度殘廢之第一級殘廢或死亡者，本公司對該被保險人不負保險責任且無息退還該被保險人之保險費予要保人。

被保險人非因疾病致其身故時，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未到期保險費予要保人，其保險效力終止。

#### 除外責任與不保事項

##### 除外責任

有下列情形之一者，本公司不負給付保險金的責任。

- 一、要保人故意致被保險人於死。
- 二、被保險人故意自殺或自成殘廢。
- 三、被保險人因犯罪處死或拒捕或越獄致死或殘廢。

前項第一款及第二十一條情形致被保險人疾病重度殘廢時，本公司按第七條的約定給付疾病重度殘廢保險金。

### 骨折意外傷害保險

#### 承保範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致骨折或脫臼時，本公司依照本契約的約定，給付保險金。

#### 除外責任與不保事項

##### 除外責任（原因）

被保險人因下列原因致成骨折或脫臼時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人骨折或脫臼時，本公司仍給付保險金。

##### 不保事項

被保險人從事下列活動，致成骨折或脫臼時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 癌症外科手術健康保險

### 承保範圍

被保險人於本契約有效期間內且於等待期間屆滿後，經醫院醫師診斷確定因罹患本契約第二條第二項約定之「癌症」而接受外科手術治療（不包含「化學治療」及「放射線治療」）時，本公司依本契約約定給付保險金。

### 除外責任與不保事項

#### 不保事項

- 一、被保險人身故，本公司按日數比例計算未滿期保險費退還要保人。
- 二、被保險人於本契約生效日起九十日內（即本公司應負之保險責任開始前），經醫院醫師診斷確定罹患本契約約定之「癌症」，本公司對該被保險人不負保險責任且無息退還保險費予要保人。

## 空中大眾運輸傷害保險

### 承保範圍

被保險人於本契約有效期間內，以乘客身份因搭乘空中大眾運輸工具而遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本契約的約定，給付保險金。

前項被保險人搭乘領有合法營業載客執照之空中大眾運輸工具，因遭劫持，於劫持中本契約的保險期間如已終止，本保單自動延長有效期間至劫持事故終了。劫持事故終了係指被保險人完全脫離被劫持的狀況。

**除外責任與不保事項**

#### 除外責任

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
- 四、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給空中大眾運輸殘廢保險金。

## 住院手術健康保險

### 承保範圍

被保險人於本契約有效期間內因第二條約定之疾病或傷害或其引致之併發症，而經醫院醫師診斷必須且實際於醫院住院並接受手術治療者，本公司依本契約約定給付保險金。

### 除外責任與不保事項

#### 除外責任

被保險人因下列原因所致之疾病或傷害而住院手術診療者，本公司不負給付住院手術保險金的責任。

- 一、被保險人之故意行為（包括自殺及自殺未遂）。
- 二、被保險人之犯罪行為。
- 三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院手術診療者，本公司不負給付住院手術保險金的責任。

- 一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。
- 二、外觀可見之天生畸形。
- 三、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。
- 四、懷孕、流產或分娩及其併發症。但下列情形不在此限：

（一）懷孕相關疾病：

1. 子宮外孕。
2. 葡萄胎。
3. 前置胎盤。
4. 胎盤早期剝離。
5. 產後大出血。
6. 子癲前症。
7. 子癲症。
8. 萎縮性胚胎。
9. 胎兒染色體異常之手術。

（二）因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
4. 有醫學上理由，足以認定胎兒有畸型發育之虞。
5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

（三）醫療行為為必要之剖腹產，並符合下列情況者：

- 1.產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
  - 2.胎兒窘迫，係指下列情形之一者：
    - a.在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
    - b.胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
  - 3.胎頭骨盆不對稱，係指下列情形之一者：
    - a.胎頭過大（胎兒頭圍 37 公分以上）。
    - b.胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
    - c.骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
    - d.骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
  - 4.胎位不正。
  - 5.多胞胎。
  - 6.子宮頸未全開而有臍帶脫落時。
  - 7.兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
  - 8.分娩相關疾病：
    - a.前置胎盤。
    - b.子癲前症及子癲症。
    - c.胎盤早期剝離。
    - d.早期破水超過 24 小時合併感染現象。
    - e.母體心肺疾病：
      - (a)嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
      - (b)經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
      - (c)嚴重肺氣腫，並附胸腔科專科
- 五、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

### 重大疾病暨特定傷病健康保險(甲型)

#### 承保範圍

被保險人於本契約有效期間內且於等待期間屆滿後，初次發生並經醫院醫師診斷確定為本契約第二條所定義之重大疾病或特定傷病時，本公司依本契約約定給付保險金。

#### 除外責任與不保事項

被保險人因下列原因所致本契約約定之「重大疾病」或「特定傷病」時，本公司不負給付重大疾病暨特定傷病保險金的責任。

- 一、被保險人之故意行為（包括自殺及自殺未遂）。
- 二、被保險人之犯罪行為。
- 三、被保險人非法施用防制毒品相關法令所稱之毒品。

### 重大燒燙傷團體意外傷害保險附加條款

#### 承保範圍

被保險人於本附加條款有效期間內，因遭受意外傷害事故，致其身體蒙受重大燒燙傷時，本公司依照本附加條款的約定，給付保險金。

#### 除外責任與不保事項

同附加之主契約規範。

### 電梯意外傷害事故團體傷害保險附加條款

#### 承保範圍

被保險人於本附加條款有效期間內，因出入或乘坐電梯遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另行依照本附加條款之約定，給付電梯意外傷害事故保險金。

本附加條款所稱電梯意外傷害事故，係指因開始進入電梯車箱內至完全離開該部電梯車箱後之期間，該部電梯車箱發生非人為故意操作所致之故障，而遭受之意外傷害事故。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

本附加條款所稱電梯，係指已有張貼經由主管機關核發並符合使用期限之「昇降設備使用許可證」，並且設計為載運人員之箱型昇降電梯設備，不包括電扶梯、載貨專用電梯、緊急用電梯（消防專用）、汽車專用升降梯、其他昇降器具設備及未經完工驗收之電梯。

#### 除外責任與不保事項

同附加之主契約規範。

### 新重大燒燙傷團體傷害保險附加條款

#### 承保範圍

被保險人於本附加條款有效期間內，因遭受本附加條款所約定之意外傷害事故，致其身體蒙受傷害而致重大燒燙傷時，本公司依照本附加條款之約定，給付重大燒燙傷保險金。前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

#### 除外責任與不保事項

同附加之主契約規範。

### 火災意外傷害事故團體傷害保險附加條款

#### 承保範圍

被保險人於本附加條款有效期間內，直接因所處場所遭受火災意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另行依照本附加條款之約定，給付火災意外傷害事故保險金。

本附加條款所稱火災意外傷害事故，係指意外發生超過正常範圍的燃燒狀態所造成之意外傷害事故。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

#### 除外責任與不保事項

同附加之主契約規範。

### 特定事故團體傷害保險附加條款

#### 承保範圍

被保險人於本附加條款有效期間內，因遭受特定事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本附加條款的約定，給付保險金。

前項所稱「特定事故」，係指於下意外傷害事故之任一者。當同時發生於下之二項(含)以上特定事故時，僅視為一項特定事故。

一、直接因身處建築物室內場所遭受火災或該火災引起爆炸所致之意外傷害事故。

二、直接因身處場所遭受地震所致之意外傷害事故。地震係指其發生於中華民國境內，依中華民國行政院交通部中央氣象局所正式發布之地震消息為準。

三、於特定假日遭受意外傷害事故。特定假日係指週六、日或中華民國行政院人事行政局公告全國各機關、學校之放假日，但不包含該局授權各級地方政府決定之放假日。

#### 除外責任與不保事項

同附加之主契約規範。

### 配偶同一事故身故團體傷害保險附加條款

#### 承保範圍

被保險人之配偶於本附加條款有效期間內，因與被保險人遭受同一意外傷害事故，致被保險人及其配偶身體蒙受傷害而致死亡時，本公司依照本附加條款之約定，給付身故或喪葬費用保險金。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

「配偶」係指發生意外傷害事故時，依民法之規定與被保險人間具有合法婚姻關係之人。

#### 除外責任與不保事項

同附加之主契約規範。

### 團體加護病房暨燒燙傷中心傷害保險附加條款(日額型)

#### 承保範圍

茲經雙方同意，要保人於投保安達產物團體傷害保險(以下簡稱主保險契約)後，加繳保險費，投保安達產物團體加護病房暨燒燙傷中心傷害保險附加條款(日額型)(以下簡稱本附加條款)，本公司對於被保險人於本附加條款有效期間內遭受主保險契約第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫師診斷必須住院診療時，本公司按本附加條款之約定給付保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

#### 加護病房日額保險金的給付

被保險人於本附加條款有效期間內遭受意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院醫師診斷必須住進加護病房治療時，本公司按保險單所記載該被保險人之「加護病房日額」乘以實際住進加護病房日數給付「加護病房日額保險金」。

前項因同一意外傷害事故致成而住進加護病房時，其最高給付日數以保險單約定之加護病房日數為限。

#### 燒燙傷中心日額保險金的給付

被保險人於本附加條款有效期間內遭受意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院醫師診斷必須住進燒燙傷中心治療時，本公司按保險單所記載該被保險人之「燒燙傷中心日額」乘以實際住進燒燙

傷中心日數給付「燒燙傷中心日額保險金」。

前項因同一意外傷害事故致成而住進燒燙傷中心時，其最高給付日數以保險單約定之燒燙傷中心日數為限。

**除外責任與不保事項**

同附加之主契約規範。

**團體海外突發疾病健康保險附約**

**承保範圍**

被保險人於本附約有效期間內進行商務旅行時，於海外因發生本附約第二條第六項約定之「突發疾病」而需門診或住院治療時，本公司依照本附約的約定，給付保險金。

**除外責任與不保事項**

同附加之主契約規範。

**團體海外突發疾病健康保險附約(甲型)**

**【承保範圍】**

**第三條**

被保險人於本附約有效期間內進行商務旅行時，於海外因發生本附約第二條第六項約定之「突發疾病」而需急診、門診或住院治療時，本公司依照本附約的約定，給付保險金。

**【除外責任】**

**第十七條**

被保險人因下列各項原因所發生之急診、門診或住院醫療費用，本公司不負給付各項保險金的責任。

一、被保險人之故意行為（包括自殺及自殺未遂）。

二、被保險人之犯罪行為。

三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而急診、門診或住院治療者，本公司不負給付各項保險金的責任。

一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。

二、外觀可見之天生畸形。

三、非因當次急診、門診或住院事故治療之目的所進行之牙科手術。

四、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。

五、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。

六、懷孕、流產或分娩及其併發症。但下列情形不在此限：

(一) 懷孕相關疾病：

1. 子宮外孕。

2. 葡萄胎。

3. 前置胎盤。

4. 胎盤早期剝離。

5. 產後大出血。

6. 子癲前症。

7. 子癲症。

8. 萎縮性胚胎。

9. 胎兒染色體異常之手術。

(二) 因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。

2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。

- 3.有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
- 4.有醫學上理由，足以認定胎兒有畸型發育之虞。
- 5.因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

(三) 醫療行為為必要之剖腹產，並符合下列情況者：

- 1.產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
- 2.胎兒窘迫，係指下列情形之一者：
  - a.在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
  - b.胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
- 3.胎頭骨盆不對稱，係指下列情形之一者：
  - a.胎頭過大（胎兒頭圍 37 公分以上）。
  - b.胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
  - c.骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
  - d.骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
- 4.胎位不正。
- 5.多胞胎。
- 6.子宮頸未全開而有臍帶脫落時。
- 7.兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
- 8.分娩相關疾病：
  - a.前置胎盤。
  - b.子癲前症及子癲症。
  - c.胎盤早期剝離。
  - d.早期破水超過 24 小時合併感染現象。
  - e.母體心肺疾病：
    - (a)嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
    - (b)經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
    - (c)嚴重肺氣腫，並附胸腔科專科醫師診斷證明。

七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

### 團體海外突發疾病急診醫療保險金附加條款

#### 承保範圍

茲經雙方同意，要保人於投保安達產物團體海外突發疾病健康保險附約或安達產物團體新海外突發疾病健康保險附約（以下簡稱本附約）後，加繳保險費，投保安達產物團體海外突發疾病急診醫療保險金附加條款（以下簡稱本附加條款）對於被保險人於本附加條款有效期間內進行商務旅行時，因本附約第二條約定之突發疾病急診診療時於海外實際發生之醫療費用，本公司依本附加條款之約定給付保險金。

#### 除外責任與不保事項

同附加之主契約規範。

### 團體海外突發疾病返國繼續住院治療保險金附加條款

#### 承保範圍

茲經雙方同意，要保人於投保安達產物團體海外突發疾病健康保險附約、安達產物團體新海外突發疾病健康保險附約或安達產物團體海外突發疾病健康保險附約（甲型）（以下簡稱本附約）後，加繳保險費，投保安達產物團體海外突發疾病返國繼續住院治療保險金附加條款（以下簡稱本附加條款），對於被保險人於本附加條款有效期間內進行商務旅行



時，因本附約第二條約定之突發疾病實際住院治療而於返國前一日內始出院，並因同一疾病於入境後一日內住院治療者，本公司對所發生返國繼續住院治療之醫院住院費用，依本附加條款之約定給付保險金，單一被保險人每個保單年度以一次為限。

#### **除外責任與不保事項**

同附加之主契約規範。

### **團體海外突發疾病返國繼續住院治療保險金附加條款(甲型)**

#### **【承保範圍】**

##### **第一條**

茲經雙方同意，要保人於投保安達產物團體海外突發疾病健康保險附約、安達產物團體新海外突發疾病健康保險附約或安達產物團體海外突發疾病健康保險附約(甲型)(以下簡稱本附約)後，加繳保險費，投保安達產物團體海外突發疾病返國繼續住院治療保險金附加條款(甲型)(以下簡稱本附加條款)，對於被保險人於本附加條款有效期間內進行商務旅行時，因本附約第二條約定之突發疾病實際住院治療而於返國前一日內始出院，並因同一疾病於入境後一日內住院治療者，本公司對所發生返國繼續住院治療之醫院住院費用，依本附加條款之約定給付保險金。

#### **【海外突發疾病返國繼續住院治療保險金之給付】**

##### **第二條**

被保險人因本附加條款第一條之約定而住院診療時，本公司按被保險人返國後所實際發生之醫療費用給付「海外突發疾病返國繼續住院治療保險金」。

#### **【海外突發疾病返國繼續住院治療保險金的申領】**

##### **第三條**

受益人申領本附加條款之保險金時，應檢具下列文件：

- 一、保險金申請書。
- 二、被保險人有效護照及出入境資料。
- 三、醫療診斷書或住院證明。
- 四、醫療費用收據。
- 五、商務旅行證明文件。
- 六、受益人的身分證明。

受益人申領保險金時，本公司於必要時得經其同意調閱被保險人之就醫相關資料，其費用由本公司負擔。

#### **【契約之終止與保險費返還】**

##### **第四條**

要保人得隨時終止本附加條款。

前項附加條款之終止，除終止日另有約定外，自終止之通知以書面或傳真送達本公司翌日零時起契約終止之，並按日數比例返還未滿期之保險費。

被保險人於保險期間內身故時，本附加條款效力即為終止。

本附加條款因前項情形終止時，本公司應按日數比例計算已經過期間之保險費後，將其未滿期保險費退還要保人。

#### **【條款之適用】**

##### **第五條**

本附加條款所記載事項，如與本附約條款相抵觸時，依本附加條款約定辦理，其他事項仍適用本附約之條款約定。

### 團體海外突發疾病住院慰問金保險附加條款

#### 承保範圍

茲經雙方同意，要保人於投保安達產物團體海外突發疾病健康保險附約或安達產物團體新海外突發疾病健康保險附約(以下簡稱本附約)後，加繳保險費，投保安達產物團體海外突發疾病住院慰問金保險附加條款(以下簡稱本附加條款)本公司就被保險人於本附加條款有效期間內進行商務旅行時，因本附約第二條約定之突發疾病須住院治療且實際住院日數達五日(含)以上時，按本附加條款約定之保險金額給付「住院慰問保險金」。但每次海外突發疾病之給付以一次為限。

#### 除外責任與不保事項

同附加之主契約規範。

### 團體傷害保險傷害醫療保險附加條款(實支實付及日額型)

#### 【承保範圍】

##### 【實支實付型(甲型)傷害醫療保險金的給付】

#### 第二條

被保險人於本附加條款有效期間內遭受主契約第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付「實支實付型(甲型)傷害醫療保險金」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項同一次傷害的給付總額不得超過保險單所記載的「每次實支實付型(甲型)傷害醫療保險金限額」。

被保險人若以實際發生之醫療費用申領「實支實付型(甲型)傷害醫療保險金」，且非以全民健康保險身分就診者，或雖以全民健康保險身分就診，但有未經全民健康保險給付分攤之費用發生者，本公司就其實際醫療費用的百分之七十給付實支實付型(甲型)傷害醫療保險金。但同一次傷害的給付總額不得超過保險單所記載的「每次實支實付型(甲型)傷害醫療保險金限額」。

如被保險人身故時，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未到期保險費予要保人，其保險效力終止。

##### 【日額型(乙型)傷害醫療保險金的給付】

#### 第二條

被保險人於本附加條款有效期間內遭受主契約第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院治療者，本公司就其住院日數，給付保險單所記載的「傷害醫療保險金日額」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項每次傷害給付日數不得超過九十日。

被保險人因第一項傷害蒙受骨折未住院治療者，或已住院但未達下列骨折別所定日數表，其未住院部分本公司按下列骨折別所定日數乘「傷害醫療保險金日額」的二分之一給付。合計給付日數以按骨折別所訂日數為上限。

前項所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者按完全骨折日數四分之一給付，如同時蒙受下列二項以上骨折時，僅給付一項較高等級的醫療保險金。

如被保險人身故時，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未到期保險費予要保人，其保險效力終止。

#### 【不保事項】

同主契約之不保事項與除外責任。

### 團體新海外突發疾病健康保險附約

#### 壹、承保範圍

被保險人於本附約有效期間內進行商務旅行時，於海外因發生本附約第二條第六項約定之「突發疾病」，而需門診或住院治療時，本公司依照本附約的約定，給付保險金。

#### 貳、除外責任

##### 第十一條 除外責任

被保險人因下列各項原因所發生之門診或住院醫療費用，本公司不負給付「海外突發疾病門診醫療保險金」或「海外突發疾病住院醫療保險金」之責任。

一、被保險人之故意行為(包括自殺及自殺未遂)。

二、被保險人之犯罪行為。

三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而門診或住院治療者，本公司不負給付各項保險金的責任。

- 一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。
- 二、外觀可見之天生畸形。
- 三、非因當次門診或住院事故治療之目的所進行之牙科手術。
- 四、裝設義齒、義肢、義眼、眼鏡、助聽器或其它附屬品。但因遭受意外傷害事故所致者，不在此限，且其裝設以一次為限。
- 五、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。
- 六、懷孕、流產或分娩及其併發症。但下列情形不在此限：

(一) 懷孕相關疾病：

1. 子宮外孕。
2. 葡萄胎。
3. 前置胎盤。
4. 胎盤早期剝離。
5. 產後大出血。
6. 子癲前症。
7. 子癲症。
8. 萎縮性胚胎。
9. 胎兒染色體異常之手術。

(二) 因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病
2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
4. 有醫學上理由，足以認定胎兒有畸型發育之虞。
5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

(三) 醫療行為必要之剖腹產，並符合下列情況者：

1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
2. 胎兒窘迫，係指下列情形之一者：
  - a. 在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
  - b. 胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
3. 胎頭骨盆不對稱，係指下列情形之一者：
  - a. 胎頭過大（胎兒頭圍 37 公分以上）。
  - b. 胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
  - c. 骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
  - d. 骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
4. 胎位不正。
5. 多胞胎。
6. 子宮頸未全開而有臍帶脫落時。
7. 兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
8. 分娩相關疾病：
  - a. 前置胎盤。
  - b. 子癲前症及子癲症。
  - c. 胎盤早期剝離。
  - d. 早期破水超過 24 小時合併感染現象。
  - e. 母體心肺疾病：
    - (a) 嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
    - (b) 經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
    - (c) 嚴重肺氣腫，並附胸腔科專科醫師診斷證明。
- 七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

#### **壹、承保範圍**

被保險人於本契約有效期間內經醫院醫師診斷確定初次罹患本契約第二條約定之「癌症」，且前述「癌症」符合本契約附表二「特定癌症項目」所列之項目時，本公司依本契約約定之保險金額給付保險金，本契約效力即行終止。

#### **貳、除外責任**

本契約所稱「初次罹患」係指被保險人於本契約生效日前，從未經醫院醫師診斷確定罹患符合第二項所稱之「癌症」且於本契約生效日後第九十一日起（即本公司應負之保險責任開始後）第一次罹患「癌症」，但續保者則不受本項所述九十日約定之限制。

### **安達產物信用卡綜合保險**

#### **【承保範圍】**

#### **第二條 承保項目**

本保險契約之承保範圍，經雙方當事人同意如下：

- 一、信用卡旅遊不便保險
- 二、信用卡旅行平安保險

#### **第二章 信用卡旅遊不便保險**

##### **第十九條 承保範圍及項目**

被保險人於保險期間內，以有效之承保信用卡支付於出發前已確認班次之公共運輸工具全部票款或百分之八十以上團費，若於保障期間內因意外事故致其須支付下列合理且必要費用時，本公司依本保險契約之規定負賠償之責；但被保險人嗣後取消前述公共運輸工具或團費之交易者，本公司即不負理賠之責：

- 一、班機延誤費用
- 二、行李延誤費用
- 三、行李遺失購物費用
- 四、旅行文件重置及留滯必要費用
- 五、行程取消費用
- 六、行程縮短費用
- 七、劫機補償

前項信用卡旅遊不便保險之承保範圍，得由本公司與要保單位選擇一項或多項投保之。

被保險人所使用之公共運輸工具票證，若係航空公司或旅行社提供之優惠票、部份以優待憑證(含優惠憑證、兌換券、折價券、酬賓券、抵用券、優待券、哩程數及信用卡點數等)抵付票款、或任何繳交機會中獎獎金所得稅所獲得的票證，而被保險人實際支付之金額未達該公共運輸工具票證面額之百分之三十者，本公司對第一項各項費用或損失不負理賠之責。

#### **第三章 信用卡旅行平安保險**

##### **第三十四條 信用卡公共運輸工具期間旅行平安保險承保範圍**

被保險人於保險期間內，以有效之承保信用卡支付公共運輸工具全部票款或百分之八十以上團費，於保障期間內，因於下列搭乘公共運輸工具期間遭受意外傷害事故致殘廢或死亡者，本公司依本契約之約定給付保險金：

一、被保險人搭乘商用飛機時：

- (1) 於飛機原訂起飛前或抵達目的地機場後五小時內，使用車輛直接往返機場期間；
- (2) 於機場內等候搭機期間；
- (3) 搭乘及上下商用飛機期間。

二、被保險人搭乘前款以外之「公共運輸工具」時，限於搭乘及上下該「公共運輸工具」之期間。

前項被保險人所使用之公共運輸工具票證，若係航空公司或旅行社提供之優惠票、部份以優待憑證(含優惠憑證、兌

換券、折價券、酬賓券、抵用券、優待券、哩程數及信用卡點數等)抵付票款、或任何繳交機會中獎獎金所得稅所獲得的票證，而且被保險人實際支付之金額未達該公共運輸工具票證面額之百分之三十者，本公司不負理賠之責。  
【不保事項】

## 第二章 信用卡旅遊不便保險

### 第二十七條 本章共同不保事項

因下列事項所致之事故或損失，本公司不負理賠責任：

- 一、戰爭、類似戰爭(不論宣戰與否)、敵人侵略、外敵行為、叛亂、內亂或其他類似之武裝變亂所致者。
- 二、因核子分裂或輻射作用所致者。
- 三、被海關或其他政府機關沒收、扣留、徵收或銷毀者。
- 四、被保險人之故意或犯罪行為所致者。
- 五、罷工、暴動、民眾騷擾，但於第二十六條之劫機補償不適用之。
- 六、對於直接或間接因任何恐怖主義之行為或與其有關之行動所致者。
- 七、對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或其有關之行動所致者。

前項所稱「恐怖主義者之行為」係指任何個人或團體，不論單獨或任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識形態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

### 第二十八條 特別不保事項

被保險人因受麻醉藥、大麻、鴉片、興奮劑及類似物品之影響，而致生之「旅行文件重置費用損失」，本公司不負賠償責任。

被保險人、其配偶、父母或子女之死亡或病危係因下列原因所致者，其「行程取消費用及行程縮短費用」之損失，本公司不負賠償責任：

- 一、自殺、自殘或鬥毆行為。但為正當防衛者，不在此限。
- 二、受麻醉藥、大麻、鴉片、興奮劑、及類似物品之影響。
- 三、飲酒後駕(騎)車，吐氣或血液所含酒精成分超過道路交通法令規定標準者。

## 第三章 信用卡旅行平安保險

### 第四十一條 不保事項

被保險人直接因下列事由致成死亡、殘廢時，本公司不負給付保險金之責：

- 一、被保險人的故意行為。
- 二、被保險人的犯罪行為。
- 三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過當地道路交通法令規定標準者。
- 四、被保險人受麻醉藥、大麻、鴉片、興奮劑、及類似物品之影響。
- 五、戰爭、類似戰爭(不論宣戰與否)、敵人侵略、外敵行為、叛亂、內亂或其他類似之武裝變亂。但契約另有約定者，不在此限。
- 六、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者，不在此限。
- 七、非以乘客身份搭乘航空器或非經當地政府登記許可之民用飛行客機者。但契約另有約定者不在此限。
- 八、對於直接或間接因任何恐怖主義之行為或與其有關之行動所致者。
- 九、對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或其有關之行動所致者。

前項所稱「恐怖主義者之行為」係指任何個人或團體，不論單獨或任何組織、團體或政府機構共謀，運用武力、暴

力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識形態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

### 安達產物信用卡綜合保險公共運輸工具期間旅行平安保險傷害醫療費用附加條款

#### 【承保範圍】

茲經雙方同意，加繳保險費後，投保安達產物信用卡綜合保險公共運輸工具期間旅行平安保險傷害醫療費用附加條款（以下簡稱本附加條款），本公司就被保險人於保險期間內，以有效之承保信用卡支付公共運輸工具全部票款或百分之八十以上團費，若於保障期間內，因於下列搭乘公共運輸工具期間遭受意外傷害事故，並自事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部份，給付實支實付醫療保險金，被保險人不得以全民健康保險之保險對象身分住院診療；或前往不具有全民健康保險之醫院住院診療者，致各項醫療費用未經全民健康保險給付，本公司依被保險人實際支付之各項費用之 65% 給付。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

一、被保險人搭乘商用飛機時：

- (一) 於飛機原訂起飛前或抵達目的地機場後五小時內，使用車輛直接往返機場期間；
- (二) 於機場內等候搭機期間；
- (三) 搭乘及上下商用飛機期間。

二、被保險人搭乘前款以外之「公共運輸工具」時，限於搭乘及上下該「公共運輸工具」之期間。

前項同一次傷害的給付總額不得超過保險單所記載的每次傷害醫療保險金限額。被保險人所使用之公共運輸工具票證，若係航空公司或旅行社提供之優惠票、部份以優待憑證(含優惠憑證、兌換券、折價券、酬賓券、抵用券、優待券、哩程數及信用卡點數等)抵付票款、或任何繳交機會中獎獎金所得稅所獲得的票證，且被保險人實際支付之金額未達該公共運輸工具票證面額之百分之三十者，本公司不負理賠之責。

#### 【不保事項】

同主保險契約

### 特定期間團體傷害保險(國軍單位適用)

#### 【承保範圍】

本公司於本契約有效期間內，就被保險人於特定期間內遭受意外傷害事故，致其身體蒙受傷害而致殘廢、死亡或傷害醫療時，依照本契約的約定給付保險金。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故，包括於特定期間內所致中暑、休克、猝死、心臟衰竭、蟲蛇咬傷、昏倒、中風、破傷風等原因引起之殘廢或死亡。

被保險人非於特定期間內所遭受之意外傷害事故，本公司不負給付保險金的責任。

#### 【名詞定義】

本契約所使用名詞定義如下：

一、要保人：係指要保單位。

二、被保險人：係指本契約所附被保險人名冊內所載之人員。

三、團體：係指具有五人以上且非以購買保險而組織之下列之一團體：

- (一) 有一定雇主之員工團體。
- (二) 依法成立之合作社、協會、職業工會、聯合團體、或聯盟所組成之團體。
- (三) 債權、債務人團體。
- (四) 依規定得參加公教人員保險、勞工保險、軍人保險、農民健康保險或依勞動基準法、勞工退休金條例規定參

加退休金計畫之團體。

(五)中央及地方民意代表所組成之團體。

(六)凡非屬以上所列而具有法人資格之團體。

四、特定期間：係指被保險人於本契約有效期間內，依要保人之指派而執行或參加下列各項活動(含往、返時間及合理路程)之期間：

(一)要保人所指派任務或執行勤務。

(二)要保人舉辦或核准參加之教育訓練、會議及表揚活動。

(三)要保人核准派遣之內、外服勤活動或臨時性活動支援。

五、醫院：係指依照醫療法規定領有開業執照並設有病房收治病人之公立、私立及醫療法人醫院。

六、住院：係指被保險人經醫師診斷其傷害必須入住醫院，且正式辦理住院手續並確實在醫院接受診療者。但不包含全民健康保險法第五十一條所稱之日間住院及精神衛生法第三十五條所稱之日間留院。

七、診所：係指合法設立並具備開業登記之公、私立診所。

#### 【不保事項】

除外責任(原因)

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任：

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

前項第一款情形(除被保險人的故意行為外)，致被保險人傷害或殘廢時，本公司仍給付保險金。

不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任：

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 借貸團體傷害保險

### 壹、保險範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本契約的約定，給付保險金。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

### 貳、除外責任與不保事項

第二十一條 除外責任(原因)

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

前項第一款情形(除被保險人的故意行為外)，致被保險人傷害或殘廢時，本公司仍給付保險金。

第二十二條 不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任。

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 借貸團體傷害保險汽車駕駛人交通事故保險附加條款

#### 壹、保險範圍

茲經雙方同意，要保人於投保安達產物借貸團體傷害保險（以下簡稱本契約）後，加繳保險費，投保安達產物借貸團體傷害保險汽車駕駛人交通事故保險附加條款（以下簡稱本附加條款），被保險人於本附加條款有效期間內因駕駛合法領有行車執照之汽車發生汽車交通事故，致被保險人身體蒙受傷害而自汽車交通事故發生之日起一百八十日以內殘廢或死亡者，本公司依本附加條款約定之保險金額給付保險金（殘廢保險金依本契約附表一殘廢等級表給付比例計算）。但超過一百八十日致成殘廢或死亡者，受益人若能證明被保險人之殘廢或死亡與該意外傷害事故具有因果關係者，不在此限。

#### 貳、除外責任與不保事項

##### 第四條 除外責任

被保險人直接因下列事由致成殘廢或死亡時，本公司不負給付保險金的責任：

- 一、被保險人駕駛之汽車因作收受報酬載運乘客或貨物等類似行為之使用所致者。
- 二、被保險人未經駕駛之汽車的車主許可或違反道路交通管理處罰條例第二十一條、二十一之一條以及二十二條規定，駕駛汽車所致者。
- 三、被保險人因吸毒、服用安非他命、大麻、海洛因、鴉片或服用、施打其他違禁藥物，駕駛汽車所致者。

本附加條款所記載事項，如與本契約條款抵觸時，依本附加條款約定辦理，其他事項仍適用本契約條款之約定。

### 借貸團體傷害保險一至三級殘廢生活扶助保險金附加條款

#### 壹、保險範圍

茲經雙方同意，要保人於投保安達產物借貸團體傷害保險（以下簡稱本契約）後，加繳保險費，投保安達產物借貸團體傷害保險一至三級殘廢生活扶助保險金附加條款（以下簡稱本附加條款），本公司對於被保險人在本附加條款有效期間內遭受本契約保險範圍內所約定之意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列第一級至第三級十六項殘廢程度之一者，且自診斷確定殘廢之日起屆滿三十天仍生存者，本公司除依本契約約定之保險金額給付保險金外，並另行全額給付本附加條款所約定之「一至三級殘廢生活扶助保險金」。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

前項一至三級殘廢生活扶助保險金之給付以一次為限。

#### 貳、除外責任與不保事項

依主保險契約約定辦理。

### 借貸團體意外傷害暫時失能保險

#### 壹、承保範圍

被保險人於本契約有效期間內，經醫院醫師診斷確定因意外傷害所致發生暫時失能者，本公司依照本契約第六條的約定給付暫時失能保險金。

#### 貳、除外責任

##### 除外責任（原因）

被保險人因下列原因致成暫時失能時，本公司不負給付暫時失能保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人之犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害時，本公司仍給付保險金。

#### 不保事項

被保險人從事下列活動，致成「暫時失能」時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 實支實付傷害醫療保險金暨意外門診手術醫療保險金附約

#### 壹、承保範圍



被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

## 貳、除外責任與不保事項

### 除外責任(原因)

被保險人因下列原因致成傷害時，本公司不負給付該被保險人保險金的責任：

- 一、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
- 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。

### 不保事項

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付該被保險人保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 日額型意外傷害住院保險附約

### 壹、承保範圍

#### 第六條 保險範圍

被保險人於本附約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害因而需接受住院治療時，本公司依照本附約的約定，給付保險金。

### 貳、除外責任與不保事項

#### 第十二條 除外責任

被保險人因下列原因致成傷害時，本公司不負給付保險金的責任：

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但本附約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本附約另有約定者不在此限。
- 前項第一款情形(除被保險人的故意行為外)，致被保險人傷害時，本公司仍給付保險金。

#### 第十三條 不保事項

被保險人從事下列活動，致成傷害時，除本附約另有約定外，本公司不負給付保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 特定地區除外責任附加條款

### 【適用範圍】

#### 第一條

本「安達產物特定地區除外責任附加條款」(以下簡稱本附加條款)，附加於本公司之「安達產物旅行平安保險」、「安達產物海外旅行綜合保險(個人保障型)」、「安達產物海外旅行平安保險」、「安達產物商務旅行團體傷害保險」、「安達產物海外旅行綜合保險(團體保障型)」或「安達產物海外突發疾病健康保險」(以下統稱本契約)，並構成本契約之一部份，始生效力。

### 【特定地區除外責任】

#### 第二條

被保險人於本契約有效期間內，因自中華民國或第三地出境前往古巴、經古巴轉運、在古巴境內、或由古巴離境至入境中華民國或第三地前之期間，發生本契約所約定之保險事故，本公司不負給付各項保險金的責任，但被保險人非自願出入古巴者，不在此限。

### 【條款之適用】

#### 第三條

本附加條款有關之約定與保險單條款、附著之要保書、批註及其他約定書抵觸時，以本附加條款之約定為準，其他未約定事項仍依保險單條款、附著之要保書、批註及其他約定書辦理。

## 航空旅行傷害保險特定地區除外責任附加條款

### 【適用範圍】

#### 第一條

本「安達產物航空旅行傷害保險特定地區除外責任附加條款」(以下簡稱本附加條款)，附加於本公司之「安達產物航

空旅行傷害保險」(以下簡稱本契約),並構成本契約之一部份,始生效力。

#### 【特定地區除外責任】

##### 第二條

被保險人於本契約有效期間內,因自中華民國或第三地出境前往古巴、經古巴轉運、在古巴境內、或由古巴離境至入境中華民國或第三地前之期間,發生本契約所約定之保險事故,本公司不負給付各項保險金的責任,但被保險人非自願出入古巴者,不在此限。

#### 【條款之適用】

##### 第三條

本附加條款有關之約定與保險單條款、附著之要保書、批註及其他約定書抵觸時,以本附加條款之約定為準,其他未約定事項仍依保險單條款、附著之要保書、批註及其他約定書辦理。

### 空中大眾運輸傷害保險特定地區除外責任附加條款

#### 【適用範圍】

##### 第一條

本「安達產物空中大眾運輸傷害保險特定地區除外責任附加條款」(以下簡稱本附加條款),附加於本公司之「安達產物空中大眾運輸傷害保險」(以下簡稱本契約),並構成本契約之一部份,始生效力。

#### 【特定地區除外責任】

##### 第二條

被保險人於本契約有效期間內,因自中華民國或第三地出境前往古巴、經古巴轉運、在古巴境內、或由古巴離境至入境中華民國或第三地前之期間,發生本契約所約定之保險事故,本公司不負給付各項保險金的責任,但被保險人非自願出入古巴者,不在此限。

#### 【條款之適用】

##### 第三條

本附加條款有關之約定與保險單條款、附著之要保書、批註及其他約定書抵觸時,以本附加條款之約定為準,其他未約定事項仍依保險單條款、附著之要保書、批註及其他約定書辦理。

### 團體海外突發疾病門診津貼健康保險附加條款

#### 保險範圍

被保險人於本附加條款有效期間內進行商務旅行時,於海外因發生本附約第二條第六項約定之「突發疾病」而需門診治療時,本公司依照本附加條款的約定,給付保險金。

#### 除外責任

被保險人因本附約所約定各項除外責任原因所發生之門診醫療費用,本公司不負給付「海外突發疾病門診津貼醫療保險金」之責任。

### 團體海外突發疾病住院保險附約

#### 保險範圍

被保險人於本附約有效期間內進行商務旅行時,於海外因發生本附約第二條第五項約定之「突發疾病」而需住院治療時,本公司依照本附約的約定,給付保險金。

#### 除外責任

被保險人因下列各項原因所發生之住院醫療費用,本公司不負給付「海外突發疾病住院保險金」或「海外突發疾病看護病房保險金」之責任。

一、被保險人之故意行為(包括自殺及自殺未遂)。

二、被保險人之犯罪行為。

三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院診療者,本公司不負給付各項保險金的責任。

一、美容手術、外科整型。但為重建其基本功能所作之必要整型,不在此限。

二、外觀可見之天生畸形。

三、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。

四、懷孕、流產或分娩及其併發症。但下列情形不在此限:

(一)懷孕相關疾病:

1.子宮外孕。

2.葡萄胎。

3.前置胎盤。

4.胎盤早期剝離。

5.產後大出血。

6.子癲前症。

7.子癲症。

8.萎縮性胚胎。

9.胎兒染色體異常之手術。

(二) 因醫療行為所必要之流產，包含：

1.因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。

2.因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。

3.有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。

4.有醫學上理由，足以認定胎兒有畸型發育之虞。

5.因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

(三) 醫療行為必要之剖腹產，並符合下列情況者：

1.產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。

2.胎兒窘迫，係指下列情形之一者：

a.在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。

b.胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。

3.胎頭骨盆不對稱，係指下列情形之一者：

a.胎頭過大（胎兒頭圍 37 公分以上）。

b.胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。

c.骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆攝影確定者。

d.骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。

4.胎位不正。

5.多胞胎。

6.子宮頸未全開而有臍帶脫落時。

7.兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。

8.分娩相關疾病：

a.前置胎盤。

b.子癲前症及子癲症。

c.胎盤早期剝離。

d.早期破水超過 24 小時合併感染現象。

e.母體心肺疾病：

(a)嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。

(b)經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。

(c)嚴重肺氣腫，並附胸腔科專科醫師診斷證明。

七、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

## 執行職務期間團體傷害保險附加條款

### 保險範圍

本公司對於已參加勞工保險之被保險人於本附加條款有效期間內，因執行職務遭受本契約第二條約定的意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本附加條款的約定，給付保險金。

前項所稱執行職務之認定標準悉依行政院勞工委員會所頒佈施行之「勞工保險被保險人因執行職務而致傷病審查準則」。

第二項「勞工保險被保險人因執行職務而致傷病審查準則」於本附加條款有效期間內如有修正時，應適用修正後之條文。

### 除外責任與不保事項

同本契約之除外責任與不保事項。

## 天災意外傷害事故團體傷害保險附加條款

### 保險範圍

被保險人於本附加條款有效期間內，因遭受天災意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另行依照本附加條款之約定，給付天災意外傷害事故保險金。

#### 除外責任與不保事項

同本契約之除外責任與不保事項。

### 團體傷害保險意外傷害住院慰問保險金附加條款

#### 保險範圍

被保險人於保險期間內因遭受本契約第二條約定之意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院住院治療連續達三日以上(含三日)時，本公司按本附加條款之約定給付「意外傷害住院慰問保險金」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。前項因同一意外傷害事故而多次住院者仍以一次為限。

本附加條款所稱「醫院」係指依照醫療法規定領有開業執照並設有病房收治病人之公、私立及醫療法人醫院。本附加條款所稱「醫師」係指依法令取得相關專科醫師資格並經核准執業者，且非要保人本人或被保險人本人。本附加條款所稱「住院」係指被保險人經醫師診斷其傷害必須入住醫院，且正式辦理住院手續並確實在醫院接受診療者。

#### 除外責任與不保事項

同本契約之除外責任與不保事項。

### 團體傷害保險意外門診手術醫療慰問保險金附加條款

#### 保險範圍

被保險人於本附加條款有效期間內，因遭受本契約第二條約定的意外傷害事故，致其身體蒙受傷害時，本公司依照本附加條款之約定，給付「意外門診手術醫療慰問保險金」。

#### 除外責任與不保事項

同本契約之除外責任與不保事項。

### 地震意外傷害事故團體傷害保險附加條款

#### 保險範圍

被保險人於本附加條款有效期間內，因遭受地震意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司除依本契約給付保險金外，另行依照本附加條款之約定，給付地震意外傷害事故保險金。前項所稱「地震」，其發生與否，在中華民國境內依中央氣象局所正式發佈之地震消息為準；在中華民國境外悉依意外事故發生地之政府主管機關所正式發佈之地震消息為準。

#### 除外責任與不保事項

同本契約之除外責任與不保事項。

### 團體傷害保險食物中毒慰問保險金附加條款

#### 保險範圍

被保險人於本附加條款有效期間內因食物中毒事故，經登記合格的醫院或診所治療者，本公司依本附加條款所約定之保險金額給付「食物中毒慰問保險金」。

#### 除外責任與不保事項

同本契約之除外責任與不保事項。

### 新團體傷害保險

#### 保險範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本契約的約定，給付保險金。

#### 除外責任與不保事項

##### 除外責任(原因)

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形(除被保險人的故意行為外)，致被保險人傷害或殘廢時，本公司仍給付保險金。

### 不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 團體傷害醫療保險附約

### 保險範圍

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

### 除外責任與不保事項

#### 除外責任（原因）

被保險人因下列原因致成傷害時，本公司不負給付保險金的責任：

- 一、要保人、被保險人的故意行為。
  - 二、被保險人的犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害時，本公司仍給付保險金。

### 不保事項

被保險人從事下列活動，致成傷害時，除契約另有約定外，本公司不負給付保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 殘廢增額給付團體傷害保險附加條款

### 保險範圍

被保險人於本附加條款有效期間內，因遭受本附加條款所約定之意外傷害事故，自意外傷害事故發生之日起一百八十日以內，致成本附加條款附表所列殘廢程度之一者，本公司依照本附加條款的約定，給付殘廢增額保險金，其金額按該表所列之給付比例乘以本附加條款之保險金額計算。

但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因同一意外傷害事故致成本附加條款附表所列二項以上殘廢程度時，本公司給付各該項殘廢增額保險金之和，最高以本附加條款之保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢增額保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢增額保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含主保險契約及本附加條款訂立前）的殘廢，可領附表所列較嚴重項目的殘廢增額保險金者，本公司按較嚴重的項目給付殘廢增額保險金，但以前的殘廢，視同已給付殘廢增額保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本附加條款有效期間內因不同意外傷害事故申領殘廢增額保險金時，本公司累計給付金額最高以本附加條款之保險金額為限。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

### 除外責任與不保事項

#### 除外責任（原因）

同主保險契約。

#### 不保事項

同主保險契約。

## 重大燒燙傷團體傷害保險附加條款

### 保險範圍

被保險人於本附加條款有效期間內，因遭受本附加條款所約定之意外傷害事故，致其身體蒙受傷害而致重大燒燙傷時，本公司依照本附加條款的約定，給付重大燒燙傷保險金。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

### 除外責任與不保事項

#### 除外責任（原因）

同主保險契約。  
**不保事項**  
同主保險契約。

## 居家療養保險金團體傷害保險附加條款

### 【承保範圍】

被保險人於本附加條款有效期間內，因遭受本附加條款所約定之意外傷害事故，致其身體蒙受傷害時，經醫師診斷必須住院治療，且已住院治療出院後，本公司依照本附加條款的約定，給付居家療養保險金。  
前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

### 除外責任與不保事項

#### 除外責任（原因）

同主保險契約。

#### 不保事項

同主保險契約。

## 非執行職務期間團體傷害殘廢保險

### 一、承保範圍

#### 第五條 保險範圍

被保險人在本契約有效期間內，於非執行職務期間遭受第二條約定之意外傷害事故，自意外傷害事故發生之日起一百八十日以內致成附表所列殘廢程度之一者，本公司給付殘廢保險金，其金額按該表所列之給付比例計算。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。  
被保險人因同一意外傷害事故致成附表所列二項以上殘廢程度時，本公司給付各該項殘廢保險金之和，最高以保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本契約訂立前）的殘廢，可領附表所列較嚴重項目的殘廢保險金者，本公司按較嚴重的項目給付殘廢保險金，但以前的殘廢，視同已給付殘廢保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領殘廢保險金時，本公司累計給付金額最高以保險金額為限。

### 二、除外責任與不保事項

#### 第十六條 除外責任（原因）

被保險人因下列原因致成殘廢或傷害時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。

前項第一款情形（除被保險人的故意行為外），致被保險人傷害或殘廢時，本公司仍給付保險金。

#### 第十七條 不保事項

被保險人從事下列活動，致成殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任。

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 金安心個人傷害保險身故受益人約定附加條款

### 一、承保範圍

茲經雙方同意，要保人投保安達產物金安心個人傷害保險（以下簡稱本契約），加保安達產物金安心個人傷害保險身故受益人約定附加條款（以下簡稱本附加條款），本公司依本附加條款之約定，給付身故保險金。

### 二、給付方式

要保人指定被保險人之債權人為第一順位之受益人且經被保險人書面同意後，被保險人於本契約有效期間內，因遭遇本契約第二條所約定之意外傷害事故而致成死亡時，本公司依下列方式給付身故保險金：

身故保險金或喪葬費用保險金於清償被保險人所欠第一順位受益人之債務後仍有餘額時，該餘額之身故保險金或喪葬費用保險金受益人之指定及變更以被保險人之家屬或法定繼承人為限。

## 新平安個人傷害保險

### 保險範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢、燒燙傷、死亡或需接受治療時，

本公司依照本契約約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

- 一、一般意外身故保險金或喪葬費用保險金
- 二、海外活動期間意外身故增額保險金或喪葬費用增額保險金
- 三、搭乘大眾運輸工具意外身故增額保險金或喪葬費用增額保險金
- 四、搭乘國內非大眾運輸工具意外身故增額保險金或喪葬費用增額保險金
- 五、特定天災意外身故增額保險金或喪葬費用增額保險金
- 六、高速公路乘客特定期間意外身故增額保險金或喪葬費用增額保險金
- 七、一般意外殘廢保險金
- 八、海外活動期間意外殘廢增額保險金
- 九、搭乘大眾運輸工具意外殘廢增額保險金
- 十、搭乘國內非大眾運輸工具意外殘廢增額保險金
- 十一、特定天災意外殘廢增額保險金
- 十二、高速公路乘客特定期間意外殘廢增額保險金
- 十三、特定燒燙傷保險金
- 十四、一至三級殘廢生活補助保險金
- 十五、意外傷害住院醫療保險金
- 十六、意外傷害加護病房住院醫療保險金
- 十七、意外傷害燒燙傷病房住院醫療保險金
- 十八、重大傷殘住院補償保險金
- 十九、住院慰問保險金
- 二十、特定人工器官保險金
- 二十一、食物中毒住院慰問保險金

#### **除外責任與不保事項**

##### **除外責任（原因）**

被保險人因下列原因致成死亡、殘廢、燒燙傷或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害而致成殘廢時，本公司仍給付保險金。

##### **不保事項**

被保險人從事下列活動，致成死亡、殘廢、燒燙傷或傷害時，除本契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。同主保險契約。

### **新平安個人傷害醫療保險附約**

#### **保險範圍**

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

- 一、實支實付傷害醫療保險金
- 二、意外門診手術醫療保險金
- 三、顏面傷殘整型費用保險金
- 四、救護車費用保險金

#### **除外責任與不保事項**

##### **除外責任(原因)**

被保險人因下列原因致成傷害時，本公司不負給付該被保險人保險金的責任：

- 一、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
- 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。

##### **不保事項**

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付該被保險人保險金的責任：  
一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。  
二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 團體加護病房傷害保險附加條款(日額型)

#### 保險範圍

被保險人於本附加條款有效期間內遭受意外傷害事故，自意外傷害事故發生之日起一百八十日以內，經登記合格的醫院醫師診斷必須住進加護病房治療時，本公司按保險單所記載該被保險人之「加護病房日額」乘以實際住進加護病房日數給付「加護病房日額保險金」。

前項因同一意外傷害事故致成而住進加護病房時，其給付日數以九十日為限。

#### 除外責任與不保事項

##### 除外責任(原因)

同主保險契約。

##### 不保事項

同主保險契約。

### 團體傷害保險傷害醫療保險擇一給付附加條款(0000000 適用)

#### 保險範圍

茲經雙方同意，要保人於投保安達產物團體傷害保險(以下簡稱主保險契約)後，加繳保險費，投保安達產物團體傷害保險傷害醫療保險擇一給付附加條款(以下簡稱本附加條款)，本公司對於被保險人於本附加條款有效期間內，因遭受意外傷害事故，自意外傷害事故發生之日起一百八十日以內，經登記合格之醫院或診所治療者，被保險人得就下列理賠方式請求擇一給付。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

##### 一、實支實付：

本公司就被保險人實際醫療費用，超過全民健康保險給付部分，給付「實支實付傷害醫療保險金」。

本公司對於同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

被保險人若以實際發生之醫療費用申領「實支實付傷害醫療保險金」，且非以全民健康保險身分就診者，或雖以全民健康保險身分就診，但有未經全民健康保險給付分攤之費用發生者，本公司就其實際醫療費用的百分之七十給付實支實付傷害醫療保險金。但同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

##### 二、住院日額：

本公司就被保險人住院日數，依下列約定病房等級給付保險金：

(一) 一般病房住院日額保險金：本公司按本附加條款所約定之「一般病房住院日額」乘以該次實際住院日數(含入院及出院當日)，給付「一般病房住院日額保險金」，但同一意外傷害事故最高給付日數以六十日為限。

(二) 加護病房住院日額保險金：本公司除給付本附加條款所約定「一般病房住院日額保險金」外，就其實際住進加護病房日數(含入、出加護病房當日)給付本附加條款所約定的「加護病房住院日額保險金」，但同一意外傷害事故最高給付日數以三十日為限。

本公司對於住院日額保險金給付限額最高以本附加條款所約定之「一般病房住院日額」乘以六十日為限。

#### 除外責任與不保事項

##### 除外責任(原因)

同主保險契約。

##### 不保事項

同主保險契約。

### 團體傷害保險傷害醫療保險日額丙型附加條款

#### 承保範圍

茲經雙方同意，要保人於投保安達產物團體傷害保險(以下簡稱主保險契約)後，加繳保險費，投保安達產物團體傷害保險傷害醫療保險日額丙型附加條款(以下簡稱本附加條款)，本公司對於被保險人於本附加條款有效期間內遭受主保險契約第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日以內，經登記合格的醫院治療者，本公司就其住院日數，給付保險單所記載的「傷害醫療保險金日額」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項每次傷害給付日數不得超過九十日。

如被保險人身故時，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未到期保險費予要保人，其保險效力終止。

#### 除外責任與不保事項

##### 除外責任(原因)

同主保險契約。



**不保事項**  
同主保險契約。

## 特定期間團體傷害保險

### 承保範圍

本公司於本契約有效期間內，就被保險人於特定期間內遭受意外傷害事故，致其身體蒙受傷害而致殘廢、死亡或傷害醫療時，依照本契約的約定給付保險金。

前項所稱意外傷害事故，指非由疾病引起之外來突發事故。

被保險人非於特定期間內所遭受之意外傷害事故，本公司不負給付保險金的責任。

### 除外責任與不保事項

#### 除外責任(原因)

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任：

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者不在此限。
- 前項第一款情形(除被保險人的故意行為外)，致被保險人傷害或殘廢時，本公司仍給付保險金。

### 不保事項

被保險人從事下列活動，致成死亡、殘廢或傷害時，除契約另有約定外，本公司不負給付保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 重大疾病健康保險(乙型)

### 壹、保險範圍

被保險人於本契約有效期間內且於等待期間屆滿後，初次發生並經醫院醫師診斷確定為本契約第二條所定義之重大疾病時，本公司依本契約約定給付「輕度重大疾病保險金」或「重大疾病保險金」。

### 貳、除外責任與不保事項

被保險人因下列原因所致本契約約定之「重大疾病」時，本公司不負給付「輕度重大疾病保險金」及「重大疾病保險金」的責任。

- 一、被保險人之故意行為(包括自殺及自殺未遂)。
- 二、被保險人之犯罪行為。
- 三、被保險人非法施用防制毒品相關法令所稱之毒品。

## 團體傷害保險傷害醫療保險附加條款(實支實付型)

### 壹、保險範圍

茲經雙方同意，要保人於投保安達產物團體傷害保險(以下簡稱主保險契約)後，加繳保險費，投保安達產物團體傷害保險傷害醫療保險附加條款(實支實付型)(以下簡稱本附加條款)，本公司對於被保險人於本附加條款有效期間內遭受主保險契約第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付「傷害醫療保險金」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項同一次傷害的給付總額不得超過保險單所記載的「每次傷害醫療保險金限額」。

被保險人若以實際發生之醫療費用申領「傷害醫療保險金」，且非以全民健康保險身分就診者，或雖以全民健康保險身分就診，但有未經全民健康保險給付分攤之費用發生者，本公司就其實際醫療費用的百分之七十給付傷害醫療保險金。但同一次傷害的給付總額不得超過保險單所記載的「每次傷害醫療保險金限額」。

如被保險人身故時，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未到期保險費予要保人，其保險效力終止。

### 貳、除外責任與不保事項

#### 除外責任(原因)

同主保險契約。

#### 不保事項

同主保險契約。

## 團體傷害保險特定燒燙傷給付附加條款

### 【承保範圍】

被保險人於本附加條款有效期間內，因遭受主保險契約保險範圍所約定之意外傷害事故，致其身體蒙受特定燒燙傷時，本公司依照本附加條款之約定給付特定燒燙傷保險金。

前項所稱特定燒燙傷係指身體蒙受燒燙傷達「特定燒燙傷給付等級表」所列燒燙傷程度者（詳附表）。

**【除外責任與不保事項】**

**除外責任（原因）**

同主保險契約。

**不保事項**

同主保險契約。

### 團體傷害保險特定燒燙傷給付附加條款(甲型)

**【承保範圍】**

被保險人於本附加條款有效期間內，因遭受主保險契約保險範圍所約定之意外傷害事故，致其身體蒙受特定燒燙傷時，本公司依照本附加條款之約定給付特定燒燙傷保險金。

前項所稱特定燒燙傷係指身體蒙受燒燙傷達「特定燒燙傷給付等級表」所列燒燙傷程度者（詳附表）。

被保險人於本附加條款有效期間內遭受主保險契約保險範圍所約定之意外傷害事故，致其身體蒙受傷害因而致成附表所列十一項特定燒燙傷程度之一，且於意外傷害事故發生之日起第六日仍存活者，本公司按本附加條款約定之保險金額乘以「特定燒燙傷給付等級表」所列之給付比例計算，給付被保險人「特定燒燙傷保險金」。被保險人因同一意外傷害事故，致成同一部位符合附表所列二項以上特定燒燙傷程度時，本公司按較嚴重項目給付特定燒燙傷保險金。

前項「特定燒燙傷保險金」的給付，保險期間內累計最高以保險金額為限。

**【除外責任/不保事項】**

同主契約條款之約定。

### 團體傷害保險特定燒燙傷給付附加條款(乙型)

**【承保範圍】**

**第一條 承保範圍**

茲經雙方同意，要保人於投保「安達產物團體傷害保險」、「安達產物新團體傷害保險」（以下簡稱主保險契約）後，加繳保險費，投保安達產物團體傷害保險特定燒燙傷給付附加條款(乙型)（以下簡稱本附加條款），被保險人於本附加條款有效期間內，因遭受主保險契約保險範圍所約定之意外傷害事故，致其身體蒙受特定燒燙傷時，本公司依照本附加條款之約定給付特定燒燙傷保險金。

**第二條 特定燒燙傷保險金的給付**

被保險人於本附加條款有效期間內遭受主保險契約保險範圍所約定之意外傷害事故，自意外傷害事故發生之日起一百八十日以內致成本條第二項約定之「特定燒燙傷」者，本公司按本附加條款約定之保險金額給付「特定燒燙傷保險金」。但超過一百八十日致成特定燒燙傷者，受益人若能證明被保險人之特定燒燙傷與該意外傷害事故具有因果關係者，不在此限。

「特定燒燙傷」係指由火焰、化學物品、電器、輻射能、爆炸、或高溫造成皮膚損傷或肺功能障礙，其範圍依附表國際疾病分類標準，且嚴重程度達下列四種情形之一，並自意外傷害事故發生日起第十五日仍生存者：

一、二度燒燙傷面積全身百分之二十(含)以上。

二、三度燒燙傷面積全身百分之十(含)以上。

三、顏面燒燙傷合併五官(臉、眼、耳、鼻、口)功能障礙。係指下列二種情形者：

(一)眼及其附屬器官(如水晶體、瞳孔、角膜、視網膜等等)之燒傷。

(二)臉及頭之燒傷，深部組織壞死(深三度)，併有身體部份損傷。

四、肺部有吸入熱氣或煙而引發肺功能障礙。所謂肺功能障礙係指須由呼吸科(胸腔科)專科醫師透過肺功能檢查認定為重度，且經三個月治療未改善者。

**第三條 保險給付的限制**

被保險人於本附加條款有效期間內因不同意外傷害事故申領特定燒燙傷保險金時，本公司累計給付金額最高以保險金額為限。

同一被保險人依本附加條款及其他包含特定燒燙傷保險金給付之保險契約、保險附約、附加條款，所得申請之特定燒燙傷保險金合計最高為本附加條款約定之保險金額，並以一次為限。

**【除外責任與不保事項】**

**除外責任（原因）**

同主保險契約。

**不保事項**

同主保險契約。

### 團體傷害保險門診日額津貼附加條款

#### **壹、保險範圍**

茲經雙方同意，要保人於投保安達產物團體傷害保險、安達產物新團體傷害保險或安達產物特定期間團體傷害保險（以下簡稱主保險契約）後，加繳保險費，投保安達產物團體傷害保險門診日額津貼附加條款（以下簡稱本附加條款），本公司就被保險人於本附加條款有效期間內，因遭受主保險契約保險範圍約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所之醫師門診治療者，本公司就每次門診按本附加條款所約定之保險金額給付「意外傷害門診日額津貼保險金」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項保險金之給付每日門診限一次，同一保險事故之給付次數最多以十次為限，於保險期間內累計賠償次數以二十次為限。

#### **貳、除外責任與不保事項**

##### **除外責任(原因)**

同主保險契約。

##### **不保事項**

同主保險契約。

### **團體保險被保險人異動通知附加條款**

#### **被保險人異動之通知**

茲經雙方同意，於要保人投保附表所列任一種保險（以下簡稱主保險契約）後，附加安達產物團體保險被保險人異動通知附加條款（以下簡稱本附加條款），要保人因所屬人員異動而申請加保時，應立即將前述異動以書面通知本公司或傳真或電子郵件方式發送至本公司指定之傳真電話或電子郵件信箱，或至本公司所提供之加退保系統完成通知作業，經本公司同意承保者，自收到書面之翌日零時、傳真所載傳真時間、電子郵件所載寄送時間，或加退保系統所示異動完成之時起開始生效。如通知起保日期在後，經本公司同意承保者，則自該起保日零時起生效。未經本公司同意承保者，該人員所發生之任何意外事故，本公司不負理賠之責。

要保人因所屬人員因離職、退休或其他原因而退保時，應立即以書面通知本公司，或傳真或電子郵件方式發送至本公司指定之傳真電話或電子郵件信箱，或至加退保系統完成通知作業，被保險人資格自通知到達或加退保系統所示異動完成之時起喪失，如通知退保日期在後，則自該退保日零時起喪失，其保險效力終止。

前項之其他原因係指所屬人員非因遭意外傷害事故致其身故時，本公司依平均保險費率乘以該被保險人的保險金額計算，按日數比例返還未到期保險費予要保人。

#### **條款之適用**

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款約定辦理，其他事項仍適用主保險契約條款之約定。

### **安達產物團體住院醫療健康保險(日額型)**

#### **壹、保險範圍**

被保險人於本契約有效期間，因疾病或意外傷害，或因此所引起之併發症，經醫師或醫院診斷確定必須住院，並符合本契約各項規定者，經登記合格的醫院治療者，本公司就其住院日數（包含住院日及出院日）乘以投保的「一般住院日額」給付一般住院日額保險金。但每次住院給付日數不得超過九十日。

#### **貳、除外責任與不保事項**

##### **除外責任(原因)**

被保險人因下列原因所致之疾病或傷害而住院診療者，本公司不負給付各項保險金的責任。

一、被保險人之故意行為（包括自殺及自殺未遂）。

二、被保險人之犯罪行為。

三、被保險人非法施用防制毒品相關法令所稱之毒品。

被保險人因下列事故而住院診療者，本公司不負給付各項保險金的責任。

一、美容手術、外科整型。但為重建其基本功能所作之必要整型，不在此限。

二、外觀可見之天生畸形。

三、健康檢查、療養、靜養、戒毒、戒酒、護理或養老之非以直接診治病人為目的者。

四、懷孕、流產或分娩及其併發症。但下列情形不在此限：

(一) 懷孕相關疾病：

1. 子宮外孕。
2. 葡萄胎。
3. 前置胎盤。
4. 胎盤早期剝離。
5. 產後大出血。
6. 子癲前症。
7. 子癲症。
8. 萎縮性胚胎。
9. 胎兒染色體異常之手術。

(二) 因醫療行為所必要之流產，包含：

1. 因本人或其配偶患有礙優生之遺傳性、傳染性疾病或精神疾病。
2. 因本人或其配偶之四親等以內之血親患有礙優生之遺傳性疾病。
3. 有醫學上理由，足以認定懷孕或分娩有招致生命危險或危害身體或精神健康。
4. 有醫學上理由，足以認定胎兒有畸型發育之虞。
5. 因被強制性交、誘姦或與依法不得結婚者相姦而受孕者。

(三) 醫療行為為必要之剖腹產，並符合下列情況者：

1. 產程遲滯：已進行充足引產，但第一產程之潛伏期過長（經產婦超過 14 小時、初產婦超過 20 小時），或第一產程之活動期子宮口超過 2 小時仍無進一步擴張，或第二產程超過 2 小時胎頭仍無下降。
2. 胎兒窘迫，係指下列情形之一者：
  - a. 在子宮無收縮情況下，胎心音圖顯示每分鐘大於 160 次或少於 100 次且呈持續性者，或胎兒心跳低於基礎心跳每分鐘 30 次且持續 60 秒以上者。
  - b. 胎兒頭皮酸鹼度檢查 PH 值少於 7.20 者。
3. 胎頭骨盆不對稱，係指下列情形之一者：
  - a. 胎頭過大（胎兒頭圍 37 公分以上）。
  - b. 胎兒超音波檢查顯示巨嬰（胎兒體重 4000 公克以上）。
  - c. 骨盆變形、狹窄（骨盆內口 10 公分以下或中骨盆 9.5 公分以下）並經骨盆腔攝影確定者。
  - d. 骨盆腔腫瘤（包括子宮下段之腫瘤，子宮頸之腫瘤及會引起產道壓迫阻塞之骨盆腔腫瘤）致影響生產者。
4. 胎位不正。
5. 多胞胎。
6. 子宮頸未全開而有臍帶脫落時。
7. 兩次（含）以上的死產（懷孕 24 周以上，胎兒體重 560 公克以上）。
8. 分娩相關疾病：
  - a. 前置胎盤。
  - b. 子癲前症及子癲症。
  - c. 胎盤早期剝離。
  - d. 早期破水超過 24 小時合併感染現象。
  - e. 母體心肺疾病：
    - (a) 嚴重心律不整，並附心臟科專科醫師診斷證明或心電圖檢查認定須剖腹產者。
    - (b) 經心臟科採用之心肺功能分級認定為第三或第四級心臟病，並附診斷證明。
    - (c) 嚴重肺氣腫，並附胸腔科專科醫師診斷證明。

五、不孕症、人工受孕或非以治療為目的之避孕及絕育手術。

## 安達產物三年期安心 123 個人傷害保險

### 【承保範圍】

#### 第六條 保險範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致燒燙傷、殘廢或死亡時，本公司依照本契約約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

- 一、一般意外身故保險金或喪葬費用保險金及一般意外殘廢保險金
- 二、海外活動期間意外身故或喪葬費用增額保險金及海外活動期間意外殘廢增額保險金

- 三、搭乘大眾運輸工具意外身故或喪葬費用增額保險金及搭乘大眾運輸工具意外殘廢增額保險金
- 四、搭乘國內非大眾運輸工具意外身故或喪葬費用增額保險金及搭乘國內非大眾運輸工具意外殘廢增額保險金
- 五、特定天災意外身故或喪葬費用增額保險金及特定天災意外殘廢增額保險金
- 六、個人配戴自行車安全設備意外身故或喪葬費用增額保險金及個人配戴自行車安全設備意外殘廢增額保險金
- 七、特定燒燙傷保險金
- 八、一至三級殘廢生活補助保險金

**第七條 一般意外身故保險金或喪葬費用保險金的給付**

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金，本契約效力即行終止。但超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力。

訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其身故保險金均變更為喪葬費用保險金。

前項被保險人於民國九十九年二月三日（含）以後所投保之喪葬費用保險金額總和（不限本公司），不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家（含）以上保險公司投保，或向同一保險公司投保數個保險契（附）約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依約給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之限額比例分擔其責任。

**第八條 特定意外身故或喪葬費用增額保險金的給付**

本契約之特定意外身故或喪葬費用增額保險金依保險事故區分如下：

**一、海外活動期間意外身故或喪葬費用增額保險金：**

被保險人於本契約有效期間內遭受第二條約定的海外活動期間特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

**二、搭乘大眾運輸工具意外身故或喪葬費用增額保險金：**

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

**三、搭乘國內非大眾運輸工具意外身故或喪葬費用增額保險金：**

被保險人於本契約有效期間內遭受第二條約定的搭乘國內非大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

**四、特定天災意外身故或喪葬費用增額保險金：**

被保險人於本契約有效期間內遭受第二條約定的特定天災意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

**五、個人配戴自行車安全設備意外身故或喪葬費用增額保險金：**

被保險人於本契約有效期間內遭受第二條約定的個人配戴自行車安全設備特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

被保險人自特定意外傷害事故發生之日起超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

同一意外傷害事故，致成被保險人同時符合二種（含）以上特定意外傷害事故之身故或喪葬費用增額保險金情形時，本公司僅就其中金額最高者給付保險金。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力。

訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其身故保險金均變更為喪葬費用保險金。

前項被保險人於民國九十九年二月三日（含）以後所投保之喪葬費用保險金額總和（不限本公司），不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家（含）以上保險公司投保，或向同一保險公司投保數個保險契（附）約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依約給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其

要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之附額比例分擔其責任。

#### 第九條 一般意外殘廢保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金，其金額按該表所列之給付比例乘以保險金額計算。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因同一意外傷害事故致成附表一所列二項以上殘廢程度時，本公司給付各該項殘廢保險金之和，最高以保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本契約訂立前）的殘廢，可領附表一所列較嚴重項目的殘廢保險金者，本公司按較嚴重的項目給付殘廢保險金，但以前的殘廢，視同已給付殘廢保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領殘廢保險金時，本公司累計給付金額最高以保險金額為限。

#### 第十條 特定意外殘廢增額保險金的給付

本契約之特定意外殘廢增額保險金依保險事故區分如下：

##### 一、海外活動期間意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的海外活動期間特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金，其金額按附表一所列之給付比例乘以保險金額計算。

##### 二、搭乘大眾運輸工具意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金，其金額按附表一所列之給付比例乘以保險金額計算。

##### 三、搭乘國內非大眾運輸工具意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘國內非大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金。其金額按附表一所列之給付比例乘以保險金額計算。

##### 四、特定天災意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的特定天災意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金。其金額按附表一所列之給付比例乘以保險金額計算。

##### 五、個人配戴自行車安全設備意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的個人配戴自行車安全設備特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金。其金額按附表一所列之給付比例乘以保險金額計算。

被保險人自特定意外傷害事故發生之日起超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

同一意外傷害事故，致成被保險人同時符合二種(含)以上特定意外傷害事故之殘廢增額保險金情形時，本公司僅就其中金額最高者給付保險金。

被保險人因同一意外傷害事故致成附表一所列二項以上殘廢程度時，本公司給付各該項殘廢保險金之和，最高以該特定意外傷害事故之保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本契約訂立前）的殘廢，可領附表一所列較嚴重項目的殘廢保險金者，本公司按較嚴重的項目給付殘廢保險金，但以前的殘廢，視同已給付殘廢保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領同一特定意外傷害事故之殘廢保險金時，本公司累計給付金額最高以該特定意外傷害事故之保險金額為限。

#### 第十一條 特定燒燙傷保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，致成附表二所列十一項特定燒燙傷程度之一，且於意外傷害事故發生之日起第六日仍存者，本公司按本契約所約定之「特定燒燙傷保險金額」乘上該表所列之給付比例計算，給付「特定燒燙傷保險金」，但因日曬、使用日(助)曬機或進行任何皮膚美容所致之燒燙傷，本公司不負給付

保險金之責。

被保險人因同一意外傷害事故，致成同一部位符合附表二所列二項以上特定燒燙傷程度時，本公司僅給付較嚴重項目之特定燒燙傷保險金。

本契約特定燒燙傷保險金之給付，保險期間內累計最高以特定燒燙傷保險金額為限。

#### 第十二條 一至三級殘廢生活補助保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日以內致成附表一所列殘廢程度第一級至第三級之一者，本公司按本契約所約定「一至三級殘廢生活補助保險金額」乘上給付比例計算，給付「一至三級殘廢生活補助保險金」。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。給付比例如下：

1. 第一級殘廢者：給付 100%。
2. 第二級殘廢者：給付 90%。
3. 第三級殘廢者：給付 80%。

被保險人如因同一次意外傷害事故致成附表一所列第一級至第三級殘廢程度之二項以上殘廢程度時，本公司按較嚴重之殘廢程度給付一至三級殘廢生活補助保險金。

被保險人如因不同一次意外傷害事故致成相同殘廢項目之殘廢程度加重時，本公司按殘廢程度之差異給付差額。

本契約一至三級殘廢生活補助保險金之給付，保險期間內累計最高以一至三級殘廢生活補助保險金額為限。

#### 第十三條 保險給付的限制

被保險人於本契約有效期間內因同一意外傷害事故致成殘廢後身故，並符合本契約第七條、第八條、第九條及第十條約定之申領條件時，本公司之給付總金額合計最高以該項意外傷害事故約定所應給付之保險金額為限。

前項情形，受益人已受領殘廢保險金者，本公司僅就該項意外傷害事故約定所應給付保險金額與已受領金額間之差額負給付責任。

被保險人於本契約有效期間內因不同意外傷害事故致成殘廢、身故時，受益人得依第七條、第八條、第九條及第十條之約定分別申領保險金，不適用第一項之約定。

#### 【除外責任】

##### 第十四條 除外責任（原因）

被保險人因下列原因致成死亡、殘廢、燒燙傷或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害而致成殘廢時，本公司仍給付保險金。

#### 【不保事項】

##### 第十五條 不保事項

被保險人從事下列活動，致成死亡、殘廢、燒燙傷或傷害時，除本契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 安達產物三年期安心 123 個人傷害醫療保險附約

#### 【承保範圍】

##### 第三條 保險範圍

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

- 一、實支實付傷害醫療保險金
- 二、顏面傷殘整型費用保險金
- 三、意外傷害住院醫療保險金
- 四、意外傷害加護病房住院醫療保險金
- 五、意外傷害燒燙傷病房住院醫療保險金
- 六、意外傷害住院慰問保險金
- 七、救護車費用保險金
- 八、輔助器具費用補償保險金

#### 第四條 實支實付傷害醫療保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付實支實付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項同一次傷害的給付總額不得超過本附約所約定的「每次實支實付傷害醫療保險金限額」。

如被保險人未能以全民健康保險身份就醫或就醫時未在全民健康保險指定醫院或診所接受診療，致各項醫療費用未經全民健康保險給付者，本公司就其實際醫療費用的百分之七十給付實支實付傷害醫療保險金。但同一次傷害的給付總額不得超過本附約所約定的「每次實支實付傷害醫療保險金限額」。

#### 第五條 顏面傷殘整型費用保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，致其頭部、顏面部、頸部受有損傷，自意外傷害事故發生之日起一百八十日內經醫院治療後遺存顯著醜形並接受整型手術者，本公司依本附約所約定之「顏面傷殘整型費用保險金額」範圍內，就其實際手術費用給付「顏面傷殘整型費用保險金」。但超過一百八十日，受益人若能證明治療行為與該意外傷害事故具有因果關係者，不在此限。

本公司就被保險人因遭遇同一意外傷害事故所致之整型費用，自其接受第一次整型手術之日起二年內負賠償責任，且累計給付總額最高以本附約所約定之「顏面傷殘整型費用保險金額」為限。

#### 第六條 傷害醫療住院日額保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫師診斷必須住院診療時，經正式辦理住院手續並確實在醫院接受診療者，本公司按下列之約定給付保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

一、意外傷害住院醫療保險金的給付：係指被保險人於醫院接受住院治療者，本公司按致成意外傷害事故當時之「傷害醫療保險金日額」乘以該次實際住院日數（含入院及出院當日），給付「意外傷害住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過九十日。如被保險人出院後，又因同一傷害於同一日入院治療時，該日不得重覆計入住院醫療日數。

被保險人因第一項傷害蒙受骨折未住院治療者，或已住院但未達附表一「骨折別日數表」，其未住院部分本公司按「骨折別日數表」所訂日數乘以致成意外傷害事故當時之「傷害醫療保險金日額」的二分之一給付，合計給付日數以按骨折別所訂日數為上限。如同時蒙受下列二項以上骨折時，僅給付一項較高等級的保險金。

本款所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者按完全



骨折日數四分之一給付。

二、意外傷害加護病房住院醫療保險金的給付：係指被保險人於醫院之加護病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定之「傷害醫療保險金日額」乘以該被保險人實際住進加護病房的日數（含入、出加護病房當日）給付「意外傷害加護病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過四十五日。如被保險人出加護病房後，又因同一傷害於同一日入加護病房治療時，該日不得重覆計入加護病房住院醫療日數。

三、意外傷害燒燙傷病房住院醫療保險金的給付：係指被保險人於醫院之燒燙傷病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定「傷害醫療保險金日額」的二倍乘以該被保險人實際住進燒燙傷病房的日數（含入、出燒燙傷病房當日）給付「意外傷害燒燙傷病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過四十五日。如被保險人出燒燙傷病房後，又因同一傷害於同一日入燒燙傷病房治療時，該日不得重覆計入燒燙傷病房住院醫療日數。

被保險人因同一傷害入院治療時，就同一日住院不得同時請領意外傷害加護病房住院醫療保險金及意外傷害燒燙傷病房住院醫療保險金，僅能就其中乙項請領保險金。

#### 第七條 意外傷害住院慰問保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日以內，經醫師診斷必須住院治療且實際住院日數達三日(含)以上時，按本附約約定之保險金額給付「意外傷害住院慰問保險金」。但超過一百八十日，經醫師診斷必須住院治療且實際住院日數達三日(含)以上時，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。但每次事故給付以一次為限。

#### 第八條 救護車費用保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故而接受住院診療，經使用醫院或合法專營救護車業者或政府機關之救護車運送時，本公司就其實際支出之救護車費用給付「救護車費用保險金」。

本公司對於前項同一事故給付總額最高以本附約所約定之救護車費用保險金額為限。

#### 第九條 輔助器具費用補償保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，經登記合格的醫院或診所醫師診斷需要附表二所列輔助器具者，本公司就其實際支出之輔助器具費用，於附表二所載保險金給付限額內給付「輔助器具費用補償保險金」。但保險期間內同一意外事故最高給付金額以本附約所約定之輔助器具費用補償保險金額為限。

#### 【除外責任】

#### 第十三條 除外責任(原因)

被保險人因下列原因致成傷害時，本公司不負給付該被保險人保險金的責任：

- 一、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
- 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。

#### 【不保事項】

#### 第十四條 不保事項

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付該被保險人保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 安達產物三年期倍安心個人傷害保險

#### 壹、保險範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致燒燙傷、殘廢或死亡時，本公司依照本契約約定，給付保險金。

一般意外身故保險金或喪葬費用保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金，本契約效力即行終止。但超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力。

訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其身故保險金均變更為喪葬費用保險金。

前項被保險人於民國九十九年二月三日（含）以後所投保之喪葬費用保險金額總和（不限本公司），不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家(含)以上保險公司投保，或向同一保險公司投保數個保險契(附)約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依約給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之限額比例分擔其責任。

特定意外身故或喪葬費用增額保險金的給付

本契約之特定意外身故增額保險金或喪葬費用增額保險金依保險事故區分如下：

一、海外活動期間意外身故或喪葬費用增額保險金：

被保險人於本契約有效期間內遭受第二條約定的海外活動期間特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

二、搭乘大眾運輸工具意外身故或喪葬費用增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

三、搭乘國內非大眾運輸工具意外身故或喪葬費用增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘國內非大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

被保險人自特定意外傷害事故發生之日起超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

同一意外傷害事故，致成被保險人同時符合二種(含)以上特定意外傷害事故之身故或喪葬費用增額保險金情形時，本公司僅就其中金額最高者給付保險金。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力。

訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其身故保險金均變更為喪葬費用保險金。

前項被保險人於民國九十九年二月三日（含）以後所投保之喪葬費用保險金額總和（不限本公司），不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家(含)以上保險公司投保，或向同一保險公司投保數個保險契(附)約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依約給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之限額比例分擔其責任。

#### 一般意外殘廢保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金，其金額按該表所列之給付比例乘以保險金額計算。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因同一意外傷害事故致成附表一所列二項以上殘廢程度時，本公司給付各該項殘廢保險金之和，最高以保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本契約訂立前）的殘廢，可領附表一所列較嚴重項目的殘廢保險金者，本公司按較嚴重的項目給付殘廢保險金，但以前的殘廢，視同已給付殘廢保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領殘廢保險金時，本公司累計給付金額最高以保險金額為限。

#### 特定意外殘廢增額保險金的給付

本契約之特定意外殘廢增額保險金依保險事故區分如下：

##### 一、海外活動期間意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的海外活動期間特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金，其金額按附表一所列之給付比例乘以保險金額計算。

##### 二、搭乘大眾運輸工具意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金，其金額按附表一所列之給付比例乘以保險金額計算。

##### 三、搭乘國內非大眾運輸工具意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘國內非大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付殘廢保險金。其金額按附表一所列之給付比例乘以保險金額計算。

被保險人自特定意外傷害事故發生之日起超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

同一意外傷害事故，致成被保險人同時符合二種(含)以上特定意外傷害事故之殘廢增額保險金情形時，本公司僅就其中金額最高者給付保險金。

被保險人因同一意外傷害事故致成附表一所列二項以上殘廢程度時，本公司給付各該項殘廢保險金之和，最高以該特定意外傷害事故之保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本契約訂立前）的殘廢，可領附表一所列較嚴重項目的殘廢保險金者，本公司按較嚴重的項目給付殘廢保險金，但以前的殘廢，視同已給付殘廢保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領同一特定意外傷害事故之殘廢保險金時，本公司累計給付金額最高以該特定意外傷害事故之保險金額為限。

#### 特定燒燙傷保險金的給付

被保險人於本契約有效期間內，因遭受本契約第二條約定的意外傷害事故，致成附表二所列十一項特定燒燙傷程度之一，且於意外傷害事故發生之日起第六日仍存活者，本公司按保險單首頁所載之「特定燒燙傷保險金額」乘上該表所列之給付比例計算，給付特定燒燙傷保險金，但因日曬、使用日(助)曬機或進行任何皮膚美容所致之燒燙傷，本公司不負給付保險金之責。

被保險人因同一意外傷害事故，致成同一部位符合附表二所列二項以上特定燒燙傷程度時，本公司僅給付較嚴重項目之特定燒燙傷保險金。

本契約特定燒燙傷保險金之給付，保險期間內累計最高以特定燒燙傷保險金額為限。

#### 一至三級殘廢生活補助保險金的給付

被保險人於本契約有效期間內遭受意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度第一級至第三級之一者，本公司給付「一至三級殘廢生活補助保險金」。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本保險契約訂立前）的殘廢，符合附表一所列殘廢程度第

一級至第三級之一者，本公司仍給付一至三級殘廢生活補助保險金。

前項情形，若被保險人以前的殘廢已達附表一所列殘廢程度第一級至第三級之一者，本公司不負給付保險金的責任。但合併以後的殘廢等級較以前為高者，不在此限。

本公司於本契約有效期間內對被保險人「一至三級殘廢生活補助保險金」之給付，僅以一次為限。

## **貳、除外責任與不保事項**

### **除外責任(原因)**

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。

前項第一款情形(除被保險人的故意行為外)，致被保險人傷害而致成殘廢時，本公司仍給付保險金。

### **不保事項**

被保險人從事下列活動，致成死亡、殘廢或傷害時，除本契約另有約定外，本公司不負給付保險金的責任。

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

## **安達產物三年期倍安心個人傷害醫療保險附約**

### **壹、保險範圍**

#### **第三條 保險範圍**

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

#### **第四條 實支實付傷害醫療保險金的給付**

係指被保險人於本附約有效期間內遭受第二條約定意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付實支實付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

如被保險人未能以全民健康保險身份就醫或就醫時未在全民健康保險指定醫院或診所接受診療，致各項醫療費用未經全民健康保險給付者，本公司就其實際醫療費用的百分之七十給付實支實付傷害醫療保險金。但同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

#### **第五條 意外門診手術醫療保險金的給付**

係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，經合格醫師診斷進行門診手術者，本公司就每一次門診手術，定額給付被保險人本附約所約定的「意外門診手術醫療保險金」。

#### **第六條 傷害醫療住院日額保險金的給付**

係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫師診斷必須住院診療時，經正式辦理住院手續並確實在醫院接受診療者，本公司按下列之約定給付保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

一、意外傷害住院醫療保險金的給付：係指被保險人於醫院接受住院治療者，本公司按致成意外傷害事故當時之「傷害醫療保險金日額」乘以該次實際住院日數(含入院及出院當日)，給付「意外傷害住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過九十日。如被保險人出院後，又因同一傷害於同一日入院治療時，該日不得重覆計入住院醫療日數。

被保險人因第一項傷害蒙受骨折未住院治療者，或已住院但未達附表一「骨折別日數表」，其未住院部分本公司按「骨折別日數表」所訂日數乘以致成意外傷害事故當時之「傷害醫療保險金日額」的二分之一給付，合計給付日數以按骨折別所訂日數為上限。如同時蒙受下列二項以上骨折時，僅給付一項較高等級的保險金。

本款所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者按完全骨折日數四分之一給付。

二、意外傷害加護病房住院醫療保險金的給付：係指被保險人於醫院之加護病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定之「傷害醫療保險金日額」乘以該被保險人實際住進加護病房的日數(含入、出加護病房當日)給付「意外傷害加護病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出加護病房後，又因同一傷害於同一日入加護病房治療時，該日不得重覆計入加護病房住院醫療日數。

三、意外傷害燒燙傷病房住院醫療保險金的給付：係指被保險人於醫院之燒燙傷病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定「傷害醫療保險金日額」的二倍乘以該被保險人實際住進燒燙傷病房的日數（含入、出燒燙傷病房當日）給付「意外傷害燒燙傷病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出燒燙傷病房後，又因同一傷害於同一日入燒燙傷病房治療時，該日不得重覆計入燒燙傷病房住院醫療日數。

被保險人因同一傷害入院治療時，就同一日住院不得同時請領意外傷害加護病房住院醫療保險金及意外傷害燒燙傷病房住院醫療保險金，僅能就其中乙項請領保險金。

#### 第七條 意外傷害住院慰問保險金的給付

係指被保險人於本契約有效期間內，因遭受本契約第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫師診斷必須住院治療且實際住院日數達三日（含）以上時，按本契約約定之保險金額給付「意外傷害住院慰問保險金」。但超過一百八十日，經醫師診斷必須住院治療且實際住院日數達三日（含）以上時，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。但每次事故給付以一次為限。

#### **貳、除外責任與不保事項**

##### **除外責任(原因)**

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。

前項第一款情形（除被保險人的故意行為外），致被保險人傷害而致成殘廢時，本公司仍給付保險金。

##### **不保事項**

被保險人從事下列活動，致成死亡、殘廢或傷害時，除本契約另有約定外，本公司不負給付保險金的責任。

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 安達產物三年期自動續保附加條款

#### **壹、保險範圍**

茲經雙方同意，要保人投保安達產物三年期個人型保險（以下簡稱主契約）後，加保安達產物三年期自動續保附加條款（以下簡稱本附加條款），本公司依本附加條款之約定，辦理自動續保。

#### **貳、除外責任與不保事項**

同主保險契約

### 安達產物三年期個人傷害保險身故受益人約定附加條款

#### **壹、保險範圍**

茲經雙方同意，要保人投保安達產物三年期個人型傷害保險（以下簡稱主契約），加保安達產物三年期個人傷害保險身故受益人約定附加條款（以下簡稱本附加條款），本公司依本附加條款之約定，給付身故保險金。

#### **貳、除外責任與不保事項**

同主保險契約

### 安達產物三年期意保平安個人傷害保險

#### **【保險範圍】**

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本契約約定給付保險金。

一般意外身故保險金或喪葬費用保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金，本契約效力即行終止。但超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力。

訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其身故保險金均變更為喪葬費用保險金。

前項被保險人於民國九十九年二月三日（含）以後所投保之喪葬費用保險金額總和（不限本公司），不得超過訂立本

契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家(含)以上保險公司投保，或向同一保險公司投保數個保險契(附)約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之限額比例分擔其責任。

特定意外身故或喪葬費用增額保險金的給付

本契約之特定意外身故或喪葬費用增額保險金依保險事故區分如下：

一、海外活動期間意外身故或喪葬費用增額保險金：

被保險人於本契約有效期間內遭受第二條約定的海外活動期間特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

二、搭乘大眾運輸工具意外身故或喪葬費用增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

三、搭乘非大眾運輸工具意外身故或喪葬費用增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘非大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

被保險人自特定意外傷害事故發生之日起超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

同一意外傷害事故，致成被保險人同時符合二種(含)以上特定意外傷害事故之身故或喪葬費用增額保險金情形時，本公司僅就其中金額最高者給付保險金。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力。

訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其身故保險金均變更為喪葬費用保險金。

前項被保險人於民國九十九年二月三日(含)以後所投保之喪葬費用保險金額總和(不限本公司)，不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家(含)以上保險公司投保，或向同一保險公司投保數個保險契(附)約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之限額比例分擔其責任。

一般意外殘廢保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表所列殘廢程度之一者，本公司給付殘廢保險金，其金額按該表所列之給付比例乘以保險金額計算。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因同一意外傷害事故致成附表所列二項以上殘廢程度時，本公司給付各該項殘廢保險金之和，最高以保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前(含本契約訂立前)的殘廢，可領附表所列較嚴重項目的殘廢保險金者，本公司按較嚴重的項目給付殘廢保險金，但以前的殘廢，視同已給付殘廢保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領殘廢保險金時，本公司累計給付金額最高以保險金額為限。

特定意外殘廢增額保險金的給付

本契約之特定意外殘廢增額保險金依保險事故區分如下：

一、海外活動期間意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的海外活動期間特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表所列殘廢程度之一者，本公司給付殘廢保險金，其金額按附表所列之給付比例乘以保險金額計算。

二、搭乘大眾運輸工具意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日以內致成附表所列殘廢程度之一者，本公司給付殘廢保險金，其金額按附表所列之給付比例乘以保險金額計算。

三、搭乘非大眾運輸工具意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘非大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日以內致成附表所列殘廢程度之一者，本公司給付殘廢保險金。其金額按附表所列之給付比例乘以保險金額計算。

被保險人自特定意外傷害事故發生之日起超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

同一意外傷害事故，致成被保險人同時符合二種(含)以上特定意外傷害事故之殘廢增額保險金情形時，本公司僅就其中金額最高者給付保險金。

被保險人因同一意外傷害事故致成附表所列二項以上殘廢程度時，本公司給付各該項殘廢保險金之和，最高以該特定意外傷害事故之保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前(含本契約訂立前)的殘廢，可領附表所列較嚴重項目的殘廢保險金者，本公司按較嚴重的項目給付殘廢保險金，但以前的殘廢，視同已給付殘廢保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領同一特定意外傷害事故之殘廢保險金時，本公司累計給付金額最高以該特定意外傷害事故之保險金額為限。

#### 保險給付的限制

被保險人於本契約有效期間內因同一意外傷害事故致成殘廢後身故，並符合本契約第七條、第八條、第九條及第十條約定之申領條件時，本公司之給付總金額合計最高以該項意外傷害事故約定所應給付之保險金額為限。

前項情形，受益人已受領殘廢保險金者，本公司僅就該項意外傷害事故約定所應給付保險金額與已受領金額間之差額負給付責任。

被保險人於本契約有效期間內因不同意外傷害事故致成殘廢、身故時，受益人得依第七條、第八條、第九條及第十條之約定分別申領保險金，不適用第一項之約定。

#### 一般意外身故殘廢保險金之無理賠記錄優惠

被保險人於本契約及其附約、附加條款之有效期間內無各項保險金之給付紀錄，本公司就接續投保之續保保險契約，其一般意外身故殘廢保險金應提高百分之二十計算；惟於續保之保險期間內申請理賠並獲賠付者，次一續保保險契約之一般意外身故殘廢保險金應恢復為首次投保之保險金額。

如有下列情形時，視為首次投保，並按前項約定重行起算：

一、保險金額恢復；或

二、保險金額異動。

第一項保險金額之提高，以首次投保之一般意外身故殘廢保險金額的百分之二十為限。

#### 【除外責任】

被保險人因下列原因致成死亡、殘廢或傷害時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。

前項第一款情形(除被保險人的故意行為外)，致被保險人傷害而致成殘廢時，本公司仍給付保險金。

#### 【不保事項】

被保險人從事下列活動，致成死亡、殘廢或傷害時，除本契約另有約定外，本公司不負給付保險金的責任。

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 【承保範圍】

### 第三條 保險範圍

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

### 第四條 實支實付傷害醫療保險金的給付

係指被保險人於本附約有效期間內遭受第二條約定意外傷害事故，自意外傷害事故發生之日起一百八十日以內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付實支實付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。前項同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。如被保險人未能以全民健康保險身份就醫或就醫時未在全民健康保險指定醫院或診所接受診療，致各項醫療費用未經全民健康保險給付者，本公司就其實際醫療費用的百分之七十給付實支實付傷害醫療保險金。但同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

### 第五條 意外門診手術醫療保險金的給付

係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，經合格醫師診斷進行門診手術者，本公司就每一次門診手術，定額給付被保險人本附約所約定的「意外門診手術醫療保險金」。

### 第六條 傷害醫療住院日額保險金的給付

係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日以內，經醫師診斷必須住院診療時，經正式辦理住院手續並確實在醫院接受診療者，本公司按下列之約定給付保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

一、意外傷害住院醫療保險金的給付：係指被保險人於醫院接受住院治療者，本公司按致成意外傷害事故當時之「傷害醫療保險金日額」乘以該次實際住院日數（含入院及出院當日），給付「意外傷害住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過九十日。如被保險人出院後，又因同一傷害於同一日入院治療時，該日不得重覆計入住院醫療日數。

被保險人因第一項傷害蒙受骨折未住院治療者，或已住院但未達附表「骨折別日數表」，其未住院部分本公司按「骨折別日數表」所訂日數乘以致成意外傷害事故當時之「傷害醫療保險金日額」的二分之一給付，合計給付日數以按骨折別所訂日數為上限。如同時蒙受下列二項以上骨折時，僅給付一項較高等級的保險金。

本款所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者按完全骨折日數四分之一給付。

二、意外傷害加護病房住院醫療保險金的給付：係指被保險人於醫院之加護病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定之「傷害醫療保險金日額」乘以該被保險人實際住進加護病房的日數（含入、出加護病房當日）給付「意外傷害加護病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出加護病房後，又因同一傷害於同一日入加護病房治療時，該日不得重覆計入加護病房住院醫療日數。

三、意外傷害燒燙傷病房住院醫療保險金的給付：係指被保險人於醫院之燒燙傷病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定「傷害醫療保險金日額」的二倍乘以該被保險人實際住進燒燙傷病房的日數（含入、出燒燙傷病房當日）給付「意外傷害燒燙傷病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出燒燙傷病房後，又因同一傷害於同一日入燒燙傷病房治療時，該日不得重覆計入燒燙傷病房住院醫療日數。

被保險人因同一傷害入院治療時，就同一日住院不得同時請領意外傷害加護病房住院醫療保險金及意外傷害燒燙傷病房住院醫療保險金，僅能就其中乙項請領保險金。

## 【除外責任】

### 第十一條 除外責任(原因)

被保險人因下列原因致成傷害時，本公司不負給付該被保險人保險金的責任：

一、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。

## 【不保事項】



## 第十二條 不保事項

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付該被保險人保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 安達產物三年期個人傷害保險竊盜、搶奪或強盜實支實付傷害醫療保險給付附加條款

### 【承保範圍】

茲經雙方同意，要保人投保安達產物三年期個人型傷害保險(以下簡稱主契約)後，加繳保險費，投保安達產物三年期個人傷害保險竊盜、搶奪或強盜實支實付傷害醫療保險給付附加條款(以下簡稱本附加條款)，對於被保險人於本附加條款有效期間內因遭遇竊盜、搶奪或強盜所致之意外傷害事故，自前述意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。前項各次傷害的累積給付總額不得超過保險單所記載的「竊盜、搶奪或強盜實支實付傷害醫療保險金限額」。被保險人不以全民健康保險之保險對象身分住院診療；或前往不具有全民健康保險之醫院住院診療者，致第一項醫療費用未經全民健康保險給付，本公司依被保險人實際支付之各項費用的百分之七十給付，惟仍以前項約定之限額為限。第一項所稱意外傷害事故，指非由疾病引起之外來突發事故。

### 【除外責任/不保事項】

同主契約條款之約定。

## 安達產物三年期國軍個人傷害保險

### 【承保範圍】

#### 第六條 保險範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢或死亡時，本公司依照本契約約定給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

- 一、一般意外身故保險或喪葬費用保險及一般意外殘廢保險
- 二、搭乘大眾運輸工具意外身故或喪葬費用增額保險及搭乘大眾運輸工具意外殘廢增額保險
- 三、執行公務、救災及實兵演習意外身故或喪葬費用增額保險及執行公務、救災及實兵演習意外殘廢增額保險
- 四、一至六級殘廢生活補助保險

#### 第七條 一般意外身故保險金或喪葬費用保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金，本契約效力即行終止。但超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力。

訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其身故保險金均變更為喪葬費用保險金。

前項被保險人於民國九十九年二月三日(含)以後所投保之喪葬費用保險金額總和(不限本公司)，不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家(含)以上保險公司投保，或向同一保險公司投保數個保險契(附)約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依約給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之限額比例分擔其責任。

#### 第八條 特定意外身故或喪葬費用增額保險金的給付

本契約之特定意外身故或喪葬費用增額保險金依保險事故區分如下：

- 一、搭乘大眾運輸工具意外身故或喪葬費用增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

- 二、執行公務、救災及實兵演習意外身故或喪葬費用增額保險金：

被保險人於本契約有效期間內遭受第二條約定的執行公務、救災及實兵演習特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付身故保險金。

被保險人自特定意外傷害事故發生之日起超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

同一意外傷害事故，致成被保險人同時符合第一項第一款及第二款特定意外傷害事故之身故或喪葬費用增額保險金情形時，本公司僅就其中金額最高者給付保險金。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五足歲之日起發生效力。  
訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其身故保險金均變更為喪葬費用保險金。

前項被保險人於民國九十九年二月三日（含）以後所投保之喪葬費用保險金額總和（不限本公司），不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家(含)以上保險公司投保，或向同一保險公司投保數個保險契(附)約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依約給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之限額比例分擔其責任。

#### 第九條 一般意外殘廢保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表所列殘廢程度之一者，本公司給付殘廢保險金，其金額按該表所列之給付比例乘以保險金額計算。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因同一意外傷害事故致成附表所列二項以上殘廢程度時，本公司給付各該項殘廢保險金之和，最高以保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本契約訂立前）的殘廢，可領附表所列較嚴重項目的殘廢保險金者，本公司按較嚴重的項目給付殘廢保險金，但以前的殘廢，視同已給付殘廢保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領殘廢保險金時，本公司累計給付金額最高以保險金額為限。

#### 第十條 特定意外殘廢增額保險金的給付

本契約之特定意外殘廢增額保險金依保險事故區分如下：

##### 一、搭乘大眾運輸工具意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表所列殘廢程度之一者，本公司給付殘廢保險金，其金額按附表所列之給付比例乘以保險金額計算。

##### 二、執行公務、救災及實兵演習意外殘廢增額保險金：

被保險人於本契約有效期間內遭受第二條約定的執行公務、救災及實兵演習特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表所列殘廢程度之一者，本公司給付殘廢保險金，其金額按附表所列之給付比例乘以保險金額計算。

被保險人自特定意外傷害事故發生之日起超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

同一意外傷害事故，致成被保險人同時符合第一項第一款及第二款特定意外傷害事故之殘廢增額保險金情形時，本公司僅就其中金額最高者給付保險金。

被保險人因同一意外傷害事故致成附表所列二項以上殘廢程度時，本公司給付各該項殘廢保險金之和，最高以該特定意外傷害事故之保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項殘廢保險金；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的殘廢保險金。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本契約訂立前）的殘廢，可領附表所列較嚴重項目的殘廢保險金者，本公司按較嚴重的項目給付殘廢保險金，但以前的殘廢，視同已給付殘廢保險金，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領同一特定意外傷害事故之殘廢保險金時，本公司累計給付金額最高以該特定意外傷害事故之保險金額為限。

#### 第十一條 一至六級殘廢生活補助保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表所列殘廢程度第一級至第六級之一者，本公司按本契約所約定「一至六級殘廢生活補助保險金額」乘上給付比例計算給付「一至六級殘廢生活補助保險金」。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。給付比例如下：

1. 第一級殘廢者：給付 100%。
2. 第二級殘廢者：給付 80%。
3. 第三級殘廢者：給付 60%。
4. 第四級殘廢者：給付 40%。
5. 第五級殘廢者：給付 20%。
6. 第六級殘廢者：給付 10%。

被保險人如因同一次意外傷害事故致成附表所列第一級至第六級殘廢程度之二項以上殘廢程度時，本公司按較嚴重之殘廢程度給付一至六級殘廢生活補助保險金。

被保險人如因不同一次意外傷害事故致成相同殘廢項目之殘廢程度加重時，本公司按殘廢程度之差異給付差額。本契約一至六級殘廢生活補助保險金之給付，保險期間內累計最高以一至六級殘廢生活補助保險金額為限。

#### 第十二條 保險給付的限制

被保險人於本契約有效期間內因同一意外傷害事故致成殘廢後身故，並符合本契約第七條、第八條、第九條及第十條約定之申領條件時，本公司之給付總金額合計最高以該項意外傷害事故約定所應給付之保險金額為限。

前項情形，受益人已受領殘廢保險金者，本公司僅就該項意外傷害事故約定所應給付保險金額與已受領金額間之差額負給付責任。

被保險人於本契約有效期間內因不同意外傷害事故致成殘廢、身故時，受益人得依第七條、第八條、第九條及第十條之約定分別申領保險金，不適用第一項之約定。

#### 【除外責任】

##### 第十三條 除外責任（原因）

被保險人因下列原因致成死亡或殘廢時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。

前項第一款情形（除被保險人的故意行為外），致被保險人傷害而致成殘廢時，本公司仍給付保險金。

#### 【不保事項】

##### 第十四條 不保事項

被保險人從事下列活動，致成死亡或殘廢時，除本契約另有約定外，本公司不負給付保險金的責任。

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 安達產物三年期國軍個人傷害醫療保險附約

#### 【承保範圍】

##### 第三條 保險範圍

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

一、實支實付傷害醫療保險

二、意外傷害住院醫療保險

三、意外傷害加護病房住院醫療保險

四、意外傷害燒燙傷病房住院醫療保險

五、重大傷殘住院補償保險

六、意外門診手術醫療保險

##### 第四條 實支實付傷害醫療保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付實支實付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項同一次傷害的給付總額不得超過本附約所約定的每次「實支實付傷害醫療保險金限額」。

如被保險人未能以全民健康保險身份就醫或就醫時未在全民健康保險指定醫院或診所接受診療，致各項醫療費用未經全民健康保險給付者，本公司就其實際醫療費用的百分之七十給付實支實付傷害醫療保險金。但同一次傷害的給付總額不得超過本附約所約定的每次「實支實付傷害醫療保險金限額」。

##### 第五條 傷害醫療住院日額保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫師診斷必須住院診療時，經正式辦理住院手續並確實在醫院接受診療者，本公司按下述之約定給付保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

一、意外傷害住院醫療保險金的給付：係指被保險人於醫院接受住院治療者，本公司按致成意外傷害事故當時之「傷害醫療保險金日額」乘以該次實際住院日數（含入院及出院當日），給付「意外傷害住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過九十日。如被保險人出院後，又因同一傷害於同一日入院治療時，該日不得重覆計入住院醫療日數。

被保險人因第一項傷害蒙受骨折未住院治療者，或已住院但未達附表「骨折別日數表」，其未住院部分本公司按「骨折別日數表」所訂日數乘以造成意外傷害事故當時之「傷害醫療保險金日額」的二分之一給付，合計給付日數以按骨折別所訂日數為上限。如同時蒙受下列二項以上骨折時，僅給付一項較高等級的保險金。

本款所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者按完全骨折日數四分之一給付。

二、意外傷害加護病房住院醫療保險金的給付：係指被保險人於醫院之加護病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定之「傷害醫療保險金日額」乘以該被保險人實際住進加護病房的日數（含入、出加護病房當日）給付「意外傷害加護病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出加護病房後，又因同一傷害於同一日入加護病房治療時，該日不得重覆計入加護病房住院醫療日數。

三、意外傷害燒燙傷病房住院醫療保險金的給付：係指被保險人於醫院之燒燙傷病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定「傷害醫療保險金日額」的二倍乘以該被保險人實際住進燒燙傷病房的日數（含入、出燒燙傷病房當日）給付「意外傷害燒燙傷病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出燒燙傷病房後，又因同一傷害於同一日入燒燙傷病房治療時，該日不得重覆計入燒燙傷病房住院醫療日數。

被保險人因同一傷害入院治療時，就同一日住院不得同時請領意外傷害加護病房住院醫療保險金及意外傷害燒燙傷病房住院醫療保險金，僅能就其中乙項請領保險金。

#### 第六條 重大傷殘住院補償保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，至登記合格的醫院住院治療後，符合主契約附表「殘廢程度與保險金給付表」所列第一級至第六級殘廢程度之一者，本公司按本附約所約定之「重大傷殘住院補償保險金日額」乘以該被保險人實際住院日數（含入院及出院當日），給付「重大傷殘住院補償保險金」。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

前項住院治療若因同一意外傷害事故所致，其給付日數不得超過九十日。如被保險人出院後，又因同一傷害於同一日入院治療時，該日不得重覆計入住院醫療日數。

#### 第七條 意外門診手術醫療保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，經合格醫師診斷進行門診手術者，本公司就每一次門診手術，定額給付被保險人本附約所約定的「意外門診手術醫療保險金」。

#### 【除外責任】

##### 第十一條 除外責任(原因)

被保險人因下列原因致成傷害時，本公司不負給付該被保險人保險金的責任：

- 一、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
- 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。

#### 【不保事項】

##### 第十二條 不保事項

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付該被保險人保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 安達產物三年期個人傷害保險

#### 【承保範圍】

##### 第六條 保險範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致燒燙傷、殘廢或死亡時，本公司依照本契約約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

- 一、一般意外身故保險或喪葬費用保險及一般意外殘廢保險
- 二、搭乘大眾運輸工具意外身故或喪葬費用增額保險及搭乘大眾運輸工具意外殘廢增額保險
- 三、特定燒燙傷保險
- 四、一至三級殘廢生活補助保險

**第七條 一般意外身故保險金或喪葬費用保險金的給付**

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付「一般意外身故保險金」，本契約效力即行終止。但超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其「一般意外身故保險金」之給付於被保險人滿十五足歲之日起發生效力。

訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其「一般意外身故保險金」均變更為「喪葬費用保險金」。

前項被保險人於民國九十九年二月三日（含）以後所投保之喪葬費用保險金額總和（不限本公司），不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家(含)以上保險公司投保，或向同一保險公司投保數個保險契(附)約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依約給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之限額比例分擔其責任。

**第八條 搭乘大眾運輸工具意外身故或喪葬費用增額保險金的給付**

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內死亡者，本公司按保險金額給付「搭乘大眾運輸工具意外身故增額保險金」。但超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

訂立本契約時，以未滿十五足歲之未成年人為被保險人，其「搭乘大眾運輸工具意外身故增額保險金」之給付於被保險人滿十五足歲之日起發生效力。

訂立本契約時，以精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者為被保險人，其「搭乘大眾運輸工具意外身故增額保險金」均變更為「喪葬費用保險金」。

前項被保險人於民國九十九年二月三日（含）以後所投保之喪葬費用保險金額總和（不限本公司），不得超過訂立本契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任，本公司並應無息退還該超過部分之已繳保險費。

前項情形，如要保人向二家(含)以上保險公司投保，或向同一保險公司投保數個保險契(附)約，且其投保之喪葬費用保險金額合計超過前項所定之限額者，本公司於所承保之喪葬費用金額範圍內，依各要保書所載之要保時間先後，依約給付喪葬費用保險金至前項喪葬費用額度上限為止，如有二家以上保險公司之保險契約要保時間相同或無法區分其要保時間之先後者，各該保險公司應依其喪葬費用保險金額與扣除要保時間在先之保險公司應理賠之金額後所餘之限額比例分擔其責任。

**第九條 一般意外殘廢保險金的給付**

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付「一般意外殘廢保險金」，其金額按該表所列之給付比例乘以保險金額計算。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因同一意外傷害事故致成附表一所列二項以上殘廢程度時，本公司給付各該項「一般意外殘廢保險金」之和最高以保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項「一般意外殘廢保險金」；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的「一般意外殘廢保險金」。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本契約訂立前）的殘廢，可領附表一所列較嚴重項目的「一般意外殘廢保險金」者，本公司按較嚴重的項目給付「一般意外殘廢保險金」，但以前的殘廢，視同已給付「一般意外殘廢保險金」，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領「一般意外殘廢保險金」時，本公司累計給付金額最高以保險金額為限。

**第十條 搭乘大眾運輸工具意外殘廢增額保險金的給付**

被保險人於本契約有效期間內遭受第二條約定的搭乘大眾運輸工具特定意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度之一者，本公司給付「搭乘大眾運輸工具意外殘廢增額保險金」，其金額按附表一所列之給付比例乘以保險金額計算。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因同一意外傷害事故致成附表一所列二項以上殘廢程度時，本公司給付各該項「搭乘大眾運輸工具意外殘廢增額保險金」之和，最高以保險金額為限。但不同殘廢項目屬於同一手或同一足時，僅給付一項「搭乘大眾運輸工具意外殘廢增額保險金」；若殘廢項目所屬殘廢等級不同時，給付較嚴重項目的「搭乘大眾運輸工具意外殘廢增額保險金」。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本契約訂立前）的殘廢，可領附表一所列較嚴重項目的「搭乘大眾運輸工具意外殘廢增額保險金」者，本公司按較嚴重的項目給付「搭乘大眾運輸工具意外殘廢增額保險金」，但以前的殘廢，視同已給付「搭乘大眾運輸工具意外殘廢增額保險金」，應扣除之。

前項情形，若被保險人扣除以前的殘廢後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本契約有效期間內因不同意外傷害事故申領「搭乘大眾運輸工具意外殘廢增額保險金」時，本公司累計給付金額最高以保險金額為限。

#### 第十一條 特定燒燙傷保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，致成附表二所列十一項特定燒燙傷程度之一，且於意外傷害事故發生之日起第六日仍存活着，本公司按本契約所約定之「特定燒燙傷保險金額」乘上該表所列之給付比例計算，給付「特定燒燙傷保險金」，但因日曬、使用日(助)曬機或進行任何皮膚美容所致之燒燙傷，本公司不負給付保險金之責。

被保險人因同一意外傷害事故，致成同一部位符合附表二所列二項以上特定燒燙傷程度時，本公司僅給付較嚴重項目之特定燒燙傷保險金。

本契約特定燒燙傷保險金之給付，保險期間內累計最高以特定燒燙傷保險金額為限。

#### 第十二條 一至三級殘廢生活補助保險金的給付

被保險人於本契約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內致成附表一所列殘廢程度第一級至第三級之一者，本公司給付「一至三級殘廢生活補助保險金」。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。

被保險人因本次意外傷害事故所致之殘廢，如合併以前（含本保險契約訂立前）的殘廢，符合附表一所列殘廢程度第一級至第三級之一者，本公司仍給付一至三級殘廢生活補助保險金。

前項情形，若被保險人以前的殘廢已達附表一所列殘廢程度第一級至第三級之一者，本公司不負給付保險金的責任。但合併以後的殘廢等級較以前為高者，不在此限。

本公司於本契約有效期間內對被保險人「一至三級殘廢生活補助保險金」之給付，僅以一次為限。

#### 第十三條 保險給付的限制

被保險人於本契約有效期間內因同一意外傷害事故致成殘廢後身故，並符合本契約第七條、第八條、第九條及第十條約定之申領條件時，本公司之給付總金額合計最高以該項意外傷害事故約定所應給付之保險金額為限。

前項情形，受益人已受領殘廢保險金者，本公司僅就該項意外傷害事故約定所應給付保險金額與已受領金額間之差額負給付責任。

被保險人於本契約有效期間內因不同意外傷害事故致成殘廢、身故時，受益人得依第七條、第八條、第九條及第十條之約定分別申領保險金，不適用第一項之約定。

#### 【除外責任】

##### 第十四條 除外責任（原因）

被保險人因下列原因致成死亡、殘廢、燒燙傷或傷害時，本公司不負給付保險金的責任。

一、要保人、被保險人的故意行為。

二、被保險人犯罪行為。

三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。

四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。

五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。

前項第一款情形（除被保險人的故意行為外），致被保險人傷害而致成殘廢時，本公司仍給付保險金。

#### 【不保事項】

##### 第十五條 不保事項

被保險人從事下列活動，致成死亡、殘廢、燒燙傷或傷害時，除本契約另有約定外，本公司不負給付保險金的責任。

一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。

二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 安達產物三年期個人傷害醫療保險附約

#### 【承保範圍】

##### 第三條 保險範圍

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

一、實支實付傷害醫療保險

- 二、意外門診手術醫療保險
- 三、意外傷害住院醫療保險
- 四、意外傷害加護病房住院醫療保險
- 五、意外傷害燒燙傷病房住院醫療保險
- 六、意外傷害住院慰問保險
- 七、顏面傷殘整型費用保險
- 八、特定人工器官保險

#### 第四條 實支實付傷害醫療保險金的給付

係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經登記合格的醫院或診所治療者，本公司就其實際醫療費用，超過全民健康保險給付部分，給付實支實付傷害醫療保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。前項同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

如被保險人未能以全民健康保險身份就醫或就醫時未在全民健康保險指定醫院或診所接受診療，致各項醫療費用未經全民健康保險給付者，本公司就其實際醫療費用的百分之七十給付實支實付傷害醫療保險金。但同一次傷害的給付總額不得超過保險單所記載的「每次實支實付傷害醫療保險金限額」。

#### 第五條 意外門診手術醫療保險金的給付

係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，經合格醫師診斷進行門診手術者，本公司就每一次門診手術，定額給付被保險人本附約所約定的「意外門診手術醫療保險金」。

#### 第六條 傷害醫療住院日額保險金的給付

係指被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫師診斷必須住院診療時，經正式辦理住院手續並確實在醫院接受診療者，本公司按下列之約定給付保險金。但超過一百八十日繼續治療者，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。

一、意外傷害住院醫療保險金的給付：係指被保險人於醫院接受住院治療者，本公司按致成意外傷害事故當時之「傷害醫療保險金日額」乘以該次實際住院日數（含入院及出院當日），給付「意外傷害住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過九十日。如被保險人出院後，又因同一傷害於同一日入院治療時，該日不得重覆計入住院醫療日數。

被保險人因第一項傷害蒙受骨折未住院治療者，或已住院但未達附表一「骨折別日數表」，其未住院部分本公司按「骨折別日數表」所訂日數乘以致成意外傷害事故當時之「傷害醫療保險金日額」的二分之一給付，合計給付日數以按骨折別所訂日數為上限。如同時蒙受下列二項以上骨折時，僅給付一項較高等級的保險金。

本款所稱骨折是指骨骼完全折斷而言。如係不完全骨折，按完全骨折日數二分之一給付；如係骨骼龜裂者按完全骨折日數四分之一給付。

二、意外傷害加護病房住院醫療保險金的給付：係指被保險人於醫院之加護病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定之「傷害醫療保險金日額」乘以該被保險人實際住進加護病房的日數（含入、出加護病房當日）給付「意外傷害加護病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出加護病房後，又因同一傷害於同一日入加護病房治療時，該日不得重覆計入加護病房住院醫療日數。

三、意外傷害燒燙傷病房住院醫療保險金的給付：係指被保險人於醫院之燒燙傷病房接受住院治療者，本公司除給付本附約所約定「意外傷害住院醫療保險金」外，另按本附約所約定「傷害醫療保險金日額」的二倍乘以該被保險人實際住進燒燙傷病房的日數（含入、出燒燙傷病房當日）給付「意外傷害燒燙傷病房住院醫療保險金」。

本款住院治療若因同一意外傷害事故所致，其給付日數不得超過三十日。如被保險人出燒燙傷病房後，又因同一傷害於同一日入燒燙傷病房治療時，該日不得重覆計入燒燙傷病房住院醫療日數。

被保險人因同一傷害入院治療時，就同一日住院不得同時請領意外傷害加護病房住院醫療保險金及意外傷害燒燙傷病房住院醫療保險金，僅能就其中乙項請領保險金。

#### 第七條 意外傷害住院慰問保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，經醫師診斷必須住院治療且實際住院日數達三日(含)以上時，按本附約約定之保險金額給付「意外傷害住院慰問保險金」。但超過一百八十日，經醫師診斷必須住院治療且實際住院日數達三日(含)以上時，受益人若能證明被保險人之治療與該意外傷害事故具有因果關係者，不在此限。但每次事故給付以一次為限。

#### 第八條 顏面傷殘整型費用保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，致其頭部、顏面部、頸部受有損傷，自意外傷害事故發生之日起一百八十日內經醫院治療後遺存顯著醜形並接受整型手術者，本公司依本附約所約定之「顏面傷殘整型費用保險金額」範圍內，就其實際手術費用給付「顏面傷殘整型費用保險金」。但超過一百八十日，受益人若能證明治療行為與該意外傷害事故具有因果關係者，不在此限。

本公司就被保險人因遭遇同一意外傷害事故所致之整型費用，自其接受第一次整型手術之日起二年內負賠償責任，且累計給付總額最高以本附約所約定之「顏面傷殘整型費用保險金額」為限。

#### 第九條 特定人工器官保險金的給付

被保險人於本附約有效期間內遭受第二條約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內，於登記合格的醫院住院治療者，且經該院合格醫師診斷，於住院治療期間內須施行義眼、義齒、義乳或義肢四項器官手術時，本公司按附表二「特定人工器官保險金項目表」所列各項人工器官補助金額，給付「特定人工器官保險金」，各項人工器官採定額給付，以實際支付之數量為準，且保險期間內累積最高賠償金額不超過本附約所約定之各項人工器官補助給付上限。

#### 【除外責任】

##### 第十三條 除外責任(原因)

被保險人因下列原因致成傷害時，本公司不負給付該被保險人保險金的責任：

- 一、被保險人的故意行為。
- 二、被保險人犯罪行為。
- 三、被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
- 四、戰爭(不論宣戰與否)、內亂及其他類似的武裝變亂。但附約另有約定者不在此限。
- 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但附約另有約定者不在此限。

#### 【不保事項】

##### 第十四條 不保事項

被保險人從事下列活動，致成傷害時，除附約另有約定外，本公司不負給付該被保險人保險金的責任：

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 安達產物三年期個人傷害保險海外活動期間意外事故增額給付附加條款

#### 【承保範圍】

##### 第一條 承保範圍

茲經雙方同意，要保人於投保安達產物三年期個人傷害保險(以下簡稱主保險契約)後，加繳保險費，投保本安達產物三年期個人傷害保險海外活動期間意外事故增額給付附加條款(以下簡稱本附加條款)，本公司就被保險人於本附加條款有效期間內遭受第二條約定的海外活動期間特定意外傷害事故，致其身體蒙受傷害而自意外傷害事故發生之日起一百八十日內殘廢或死亡時，本公司除依主保險契約之約定給付保險金外，另依照本附加條款約定給付「海外活動期間意外身故或喪葬費用或殘廢增額保險金」(殘廢增額保險金，依主保險契約附表「殘廢程度與保險金給付表」之比例計算)。但超過一百八十日致成殘廢或死亡者，受益人若能證明被保險人之殘廢或死亡與該意外傷害事故具有因果關係者，不在此限。

#### 【除外責任】

同主保險契約

#### 【不保事項】

同主保險契約

### 安達產物三年期個人傷害保險一至六級殘廢生活補助保險金附加條款

#### 【承保範圍】

##### 第一條 承保範圍

茲經雙方同意，要保人於投保安達產物三年期個人傷害保險(以下簡稱主保險契約)後，加繳保險費，投保本安達產物三年期個人傷害保險一至六級殘廢生活補助保險金附加條款(以下簡稱本附加條款)，本公司就被保險人於本附加條款有效期間內，遭受主保險契約約定的意外傷害事故，自意外傷害事故發生之日起一百八十日內致成主保險契約附表「殘廢程度與保險金給付表」所列殘廢程度第一級至第六級之一者，本公司按本附加條款所約定「一至六級殘廢生活補助保險金額」乘上給付比例計算，給付「一至六級殘廢生活補助保險金」。但超過一百八十日致成殘廢者，受益人若能證明被保險人之殘廢與該意外傷害事故具有因果關係者，不在此限。給付比例如下：

1. 第一級殘廢者：給付 100%。
2. 第二級殘廢者：給付 80%。
3. 第三級殘廢者：給付 60%。
4. 第四級殘廢者：給付 40%。
5. 第五級殘廢者：給付 20%。
6. 第六級殘廢者：給付 10%。

##### 第二條 保險給付的限制



被保險人如因同一次意外傷害事故致成主保險契約附表所列第一級至第六級殘廢程度之二項以上殘廢程度時，本公司按較嚴重之殘廢程度給付一至六級殘廢生活補助保險金。

被保險人如因不同一次意外傷害事故致成相同殘廢項目之殘廢程度加重時，本公司按殘廢程度之差異給付差額。本附加條款一至六級殘廢生活補助保險金之給付，保險期間內累計最高以一至六級殘廢生活補助保險金額為限。

**【除外責任】**

同主保險契約

**【不保事項】**

同主保險契約

## 福氣 168 個人傷害保險

### 承保範圍

被保險人於本契約有效期間內，因遭受意外傷害事故，致其身體蒙受傷害而致殘廢、燒燙傷或死亡時，本公司依照本契約約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

- 一、一般意外身故保險金或喪葬費用保險金及一般意外殘廢保險金
- 二、搭乘大眾運輸工具意外身故或喪葬費用增額保險金及搭乘大眾運輸工具意外殘廢增額保險金
- 三、特定天災意外身故或喪葬費用增額保險金及特定天災意外殘廢增額保險金
- 四、特定燒燙傷保險金

### 除外責任與不保事項

#### 除外責任

被保險人因下列原因致成死亡、殘廢、燒燙傷或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害而致成殘廢時，本公司仍給付保險金。

#### 不保事項

被保險人從事下列活動，致成死亡、殘廢、燒燙傷或傷害時，除本契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

## 福氣 168 個人傷害醫療保險附約

### 承保範圍

被保險人於本附約有效期間內，因遭受第二條約定的意外傷害事故，致其身體蒙受傷害，及因傷害而接受治療時，本公司依照本附約的約定，給付保險金。

被保險人得擇下列保障項目同時或分別訂之：

- 一、實支實付傷害醫療保險金
- 二、意外傷害住院醫療保險金
- 三、意外傷害加護病房住院醫療保險金
- 四、意外傷害燒燙傷病房住院醫療保險金
- 五、意外傷害住院慰問保險金

### 除外責任與不保事項

#### 除外責任

被保險人因下列原因致成死亡、殘廢、燒燙傷或傷害時，本公司不負給付保險金的責任。

- 一、要保人、被保險人的故意行為。
  - 二、被保險人犯罪行為。
  - 三、被保險人飲酒後駕（騎）車，其吐氣或血液所含酒精成份超過道路交通法令規定標準者。
  - 四、戰爭（不論宣戰與否）、內亂及其他類似的武裝變亂。但本契約另有約定者不在此限。
  - 五、因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但本契約另有約定者不在此限。
- 前項第一款情形（除被保險人的故意行為外），致被保險人傷害而致成殘廢時，本公司仍給付保險金。

#### 不保事項

被保險人從事下列活動，致成死亡、殘廢、燒燙傷或傷害時，除本契約另有約定外，本公司不負給付保險金的責任。

- 一、被保險人從事角力、摔跤、柔道、空手道、跆拳道、馬術、拳擊、特技表演等的競賽或表演。
- 二、被保險人從事汽車、機車及自由車等的競賽或表演。

### 保險契約用詞異動批註條款

第一條 本批註條款構成本契（附）約（含保險商品名稱、保險單條款、附著之要保書、附加條款、批註及其他約定書）之一部分，本契（附）約與本批註條款牴觸部分不生效力。

第二條 與本批註條款有關之本契（附）約（含保險商品名稱、保險單條款、附著之要保書、附加條款、批註及其他約定書）之用詞依附表調整。

附表：

原用詞	新用詞
殘廢	失能
死殘	死亡及失能
全殘	完全失能
腦中風後殘障	腦中風後障礙
殘障	機能障礙
殘缺	缺損
殘扶	失能扶助
殘疾	疾病失能
傷殘	傷害失能
失能	喪失工作能力
精神障礙或其他心智缺陷，致不能辨識其行為或欠缺依其辨識而行為之能力者	受監護宣告尚未撤銷者

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