

**※72 Hours-Clause/Time Adjustment Clause**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed that any loss of or damage to the insured property arising during any one period of 72 consecutive hours, caused by storm, cyclone, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Deductibles stated in the Schedule.

For the purpose of the foregoing the commencement of any such 72 hour period shall be decided at the discretion of the Insured, it being understood and agreed, however, that there shall be no overlapping in any one, two or more such 72 hour periods in the event of loss or damage occurring over a more extended period of time.

**Cessation of Work**

97.02.01.(96)台蘇保行展字第 125808-1 號

Notwithstanding General Exclusion d) of the Policy,

Should the works insured by this Policy, or any part thereof, be entirely stopped by any cause whatsoever and provided the Insured gives notice thereof to the Insurers within fourteen days of such cessation, the cover under this Policy shall continue for a period to be agreed, at terms and conditions to be agreed.

Subject otherwise to the terms, Exclusions, Provisions and Conditions of the Policy.

**Special Condition Concerning Waiver of Subrogation**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the Insurers shall waive all rights of subrogation arising out of loss or damage indemnifiable under the Policy which the Insurers may have against persons using the insured items with the consent of the Insured.

**Cover for Cross Liability**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had

been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

- loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit,
- fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employers' liability insurance.

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

### **Maintenance Visits Cover**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover solely loss of or damage to the contract works caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

### **Extended Maintenance Cover**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss or damage to the contract works

- caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract,
- occurring during the maintenance period provided such loss or damage was caused on the site during the erection period before the certificate of completion for the lost or damaged section was issued.

### **Special Conditions Concerning the Construction and/or Erection Time Schedule**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance:

The construction and/or erection time schedule together with any other statements made in writing by the Insured for the purpose of obtaining cover under the Policy as well as technical information forwarded to the Insurers is deemed to be incorporated herein.

The Insurers shall not indemnify the Insured in respect of loss or damage caused by or arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding the number of weeks stated below unless the Insurers had agreed in writing to such a deviation before the loss occurred.

### **Warranty Concerning Structures in Earthquake Zones**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 loss, damage or liability arising out of earthquake if the Insured proves that the earthquake risk was taken into account in design according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

### **Exclusion of Loss, Damage or Liability Due to Earthquake**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 not indemnify the Insured for loss, damage or liability directly or indirectly caused by or resulting from earthquake.

### **Exclusion of Loss, Damage or Liability Due to Flood and Inundation**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 not indemnify the Insured for loss, damage or liability directly or indirectly caused by or resulting from flood and inundation.

### **Exclusion of Loss, Damage or Liability due to Windstorm or Wind Related Water Damage**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon, the Insurers shall not indemnify the Insured for loss or damage or liability directly or indirectly caused by or resulting from windstorm equal to or exceeding grade 8 on the Beaufort Scale (mean windspeed exceeding 62 km/h) or any water damage occurring in connection with or as a consequence of such windstorm.

### **Property in Off-Site Storage**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section I of the policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in offsite storage within the territorial limits as stated below.

The Insurers will not indemnify the Insured for loss or damage caused by the neglect of generally accepted loss prevention measures for warehouses or storage units. Such measures include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced-in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 meters;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;
- limiting the value per storage unit.

### **Cover for Testing of Machinery and Installations**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the period of cover shall be extended to include a test operation or a test loading but not beyond four weeks from the date of commencement of the test.

If, however, a part of a plant or one or several machine(s) is (are) tested and/or put into operation or taken over, the cover for that particular part of the plant or machine(s) and any liability resulting therefrom ceases whereas the cover continues for the remaining parts to which the above does not apply.

It is further agreed and understood that for the machinery and installations undergoing a test, exclusions c and d of the Exclusions to Section 1 of the Policy are deleted and the following exclusion shall apply:

"loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;"

In the case of second-hand items, the insurance hereunder shall, however, cease immediately on the commencement of the test.

**Special Conditions Concerning the Construction of Tunnels, Galleries, Temporary or Permanent Subsurface Structures or Installations**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers will not indemnify the Insured in respect of the expenses incurred for

- alterations in the construction method or due to unforeseen ground conditions or obstructions,
- measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage,
- removing material which has been excavated, or due to overbreak in excess of the design profile and/or for refilling cavities resulting therefrom,
- dewatering unless necessary to reinstate indemnifiable loss or damage,
- loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities,
- the abandonment or recovery of tunnel-boring machines,
- the loss of bentonite, suspension, or any media or substance used for excavation support or as a ground-conditioning agent.

In the event of indemnifiable loss or damage the maximum amount payable under this Policy shall be limited to the expenses incurred to reinstate the Insured Property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per meter construction cost of the immediate damaged area.

**Special Conditions Concerning Underground Cables, Pipes and Other Facilities**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20 % of the loss amount or the deductible stated under a below, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under b below.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover.

#### **Exclusion of Loss of or Damage to Crops, Forests and Cultures**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 not indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

#### **Special Conditions Concerning the Construction of Dams and Water Reservoirs**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 not indemnify the Insured in respect of

- grouting of soft rock areas and/or other additional safety measures even if their necessity arises only during construction,
- expenses incurred for dewatering even if the quantities of water originally expected are exceeded substantially,
- loss or damage due to breakdown of the dewatering system if such breakdown could have been avoided by sufficient stand-by facilities,



### **Warranty Concerning Construction Material**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 loss, damage or liability directly or indirectly caused to construction material by flood and inundation if such construction material does not exceed three days' demand and the exceeding quantities are kept in areas not endangered by 20-year floods.

### **Special Conditions Concerning Safety Measures with Respect to Precipitation, Flood and Inundation**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

Adequate safety measures shall mean that allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured and the entire policy period on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

### **Special Conditions Concerning Removal of Debris from Landslides**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 not indemnify the Insured in respect of

- expenses incurred for the removal of debris from landslides in excess of the costs of excavating the original material from the area affected by such landslides,
- expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time.

## **Special Conditions concerning Fire-Fighting Facilities and Fire Safety on Construction Sites**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that:

1. With regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.  
Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps.
2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week.
3. Fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.  
Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fitout work.
4. Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day.
5. A "permit to work" system is implemented for all contractors engaged in 'hot work' of any kind such as but not limited to
  - grinding, cutting or welding operations,
  - use of blow lamps and torches,
  - application of hot bitumen,or any other heat producing operation.

'Hot work' is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any 'hot work' is examined one hour after the work has finished.

6. Storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls.

All inflammable material and especially all inflammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work.

7. A Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times.

8. The site is fenced off and access controlled.

### **Inland Transit**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that, otherwise subject to the terms, exclusions, provisions, and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to the property insured whilst in transit to the contract site other than on waterways or by air within the territorial limits of provided that the maximum amount payable under this Endorsement does not exceed per conveyance.

### **Serial Losses**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following clause shall apply to this insurance:

Loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type shall be indemnified according to the following scale after applying the Policy deductible for each loss:

100% of the first 2 losses  
80% of the 3rd loss  
60% of the 4th loss  
50% of the 5th loss

Further losses shall not be indemnified.

### **Cover for Designer's Risk**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, exclusion c under Special Exclusions to

Section I of the Policy shall be deleted and exclusion d replaced by the following wording:

"d The cost of replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship and/or faulty design."

### **Cover for Insured Contract Works Taken Over or Put into Service**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover

- loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section I and happens during the period of cover.

### **Special Conditions for Laying Water Supply and Sewer Pipes**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 indemnify the Insured for any loss, damage or liability due to the flooding or silting of pipes, trenches or shafts only up to the maximum length of open trench stated below, partially or completely excavated, for any one loss event.

The Insurers shall be liable only if

1. the pipes, immediately after laying, have been secured in such a manner by backfilling that they cannot be displaced if the trench is flooded;
2. the pipes, immediately after laying, have been closed to prevent water, silt or the like from penetrating;
3. the trenches of tested pipe sections have been backfilled immediately upon completion of the pressure test.

### **Drilling Work for Water Wells**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions

and conditions contained in the Policy or endorsed thereon, the cover for well drilling work shall be restricted to loss or damage due to or resulting from the following named perils:

- Earthquake, volcanism, tsunami
- Storm, cyclone, flood, inundation, landslide
- Blow-out and/or cratering
- Fire/explosion
- Artesian waterflow
- Mud loss, which cannot be overcome by known practice
- Collapse of hole including collapse of casing due to abnormal pressure or heaving shales, which cannot be overcome by known practice.

The indemnity shall be calculated on the basis of the costs (including material) spent for drilling the well up to the very moment when the first phenomena of the above perils are apparent and the well has to be abandoned due to a hazard insured against, and the Insured shall bear a deductible of 10 % of the loss amount, minimum as stated below for any one occurrence.

Special exclusions:

The Insurers shall not be liable for

- loss of or damage to drilling rig and drilling equipment (for which the drilling contractor may conclude a special insurance),
- costs of fishing operations of all kinds,
- costs of reconditioning and workover operations to restore well conditions including all stimulation work (acidizing, fracturing, etc).

Deductible: 10 % of the loss amount,  
minimum

any one occurrence

**Principal's Existing Property or Property Belonging to or Held in Care, Custody or Control by the Insured**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured under Section I.

Insured property:

Sum insured:

The Insurers will only indemnify the Insured for loss of or damage to the insured property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken.

In respect of loss or damage caused by vibration or by the removal or weakening of support Insurers will only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users.

The Insurers will not indemnify the Insured for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

**Vibration, Removal or Weakening of Support**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section II of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

- the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;
- the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken;
- the Insured if required shall before commencement of construction and at his own expense prepare a report on the condition of any endangered property or land or building.

The Insurers will not indemnify the Insured in respect of liability for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,

- superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

**Special Conditions Concerning Piling Foundation and Retaining Wall Works**

97.02.01.(96)台蘇保行展字第 125808-1 號

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 not indemnify the Insured in respect of expenses incurred

1. for replacing or rectifying piles or retaining wall elements
  - a which have become misplaced or misaligned or jammed during their construction;
  - b which are lost or abandoned or damaged during driving or extraction;or
  - c which have become obstructed by jammed or damaged piling equipment or casings;
2. for rectifying disconnected or declutched sheet piles;
3. for rectifying any leakage or infiltration of material of any kind;
4. for filling voids or for replacing lost bentonite;
5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
6. for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.

**Professional Fees**

97.02.01.(96)台蘇保行展字第 125808-1 號

Subject to the Sum Insured stated in the Schedule for this Item, this insurance extends to include Architects', Surveyors', Consulting Engineers' and other professional fees

necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its loss or damage (but not any amount incurred in the preparation of a claim).

It being understood that the amount payable for such fees shall not exceed that authorized under the scale of the various institutes or bodies regulating such charges.

**Public Authority Clause**

97.02.01.(96)台蘇保行展字第 125808-1 號

The insurance extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By-Law of any Municipal or Local authority provided that:

- 1) The amount recoverable under this Extension shall not include:
  - a) the cost incurred in complying with any of the aforesaid Regulations or By-Laws
    - i) in respect of destruction or damage occurring prior to the granting of this Extension
    - ii) in respect of destruction or damage not insured by this Section
    - iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
    - iv) in respect of undamaged property or undamaged portions of property.
  - b) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or By-Laws.
- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- 3) If the liability of the Company under (any item of) this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the Liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion).
- 4) The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

- 5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

### **Representatives Clause**

97.02.01.(96)台蘇保行展字第 125808-1 號

Wherever the expression "the Insureds' Representatives" is used in this Policy, the following are considered to be such representatives :

In the case of:

- public limited companies  
members of the Board of Directors or their Executive Managers;
- private limited companies  
the Manager(s);
- limited partnerships  
the personally liable partner(s);
- unlimited partnerships  
the partners;
- civil-law partnerships  
the partners;
- private firms  
the proprietor;
- foreign companies  
the equivalent category of people.

### **Tunnel Boring Machines**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that, in respect of loss or damage to Tunnel Boring Machines, the following shall apply:

Commencement of Coverage for Each TBM: After transport and initial unloading of the TBM at the first actual launch site.

Termination of Coverage for EACH TBM: The cover expires for any part of the TBM machine immediately after it has been removed to surface subsequent to the completion of tunnelling work and the cessation of mining. Any elements of the TBM forming part of, or included in, the permanent works after the completion

of tunnelling work and the cessation of mining shall be deemed as such.

Basis of Loss Settlement for each TBM: The Actual Value of the TBM before the completion of tunnelling work and/or cessation of mining will be calculated according to the depreciation formula as given below but not less than 40% of the new replacement value. The formula is based on the Actual Value formula given in the BGL (Baugeräteliste) for construction plant. After the completion of tunnelling works and/or cessation of mining the Actual Value shall be deemed to be the salvage or residual value of the individual parts or elements of the TBM that will be removed to surface.

$$\text{Actual Value} = \frac{1}{2} \times A \times (t+s)$$

Where

A = new replacement value

t = uncompleted length of tunnel divided by the total length of tunnel that was to be originally driven by the TBM (which is analogous to the expression “n-g over g” given in the BGL).

s = coefficient of TBM condition whereby:

e = 1.0 if t > 0.8	for new condition
e = 0.9 if t ≤ 0.8 but > 0.6	for very good condition
e = 0.8 if t ≤ 0.6 but > 0.4	for good condition
e = 0.7 if t ≤ 0.4 but > 0.2	for satisfactory condition
e = 0.6 if t ≤ 0.2	for sufficient condition

It is further agreed and understood that any guarantee, bond or insurance provided by the TBM Manufacturer or supplier or any other more specific insurance shall have precedence over any indemnity provided by this Memorandum

### **Transit from Warehouse to Site**

97.02.01.(96)台蘇保行展字第 125808-1 號

This policy also covers, within the scope of cover hereby granted, loss of or damage to the goods insured whilst being transported by road and/or rail between offsite storage place(s) and the site(s); including loading and unloading.

### **Unexploded Bombs and Mines**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is hereby agreed and understood that, subject to the terms and conditions contained in this Policy or endorsed thereon, the Insurer shall not indemnify against loss, damage, liability or cost of clearance arising from unexploded bombs, mines, grenades or similar objects.

**Endorsement - Terrorism Exclusion Clause**

97.02.01.(96)台蘇保行展字第 125808-1 號

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

(1) any act of terrorism.

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 (1) above.

In any action, suit or other proceeding where Insurer alleges that by reason of the provisions of this exclusion any loss destruction damage liability or expense is not covered by this insurance the burden of proving that such any loss destruction damage liability or expense is covered shall be upon the Insured.

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

**Endorsement - Cyber Exclusion Clause (Clarification Agreement - Munich Re Form)**

97.02.01.(96)台蘇保行展字第 125808-1 號

Property Damage covered under this policy shall mean physical damage to the insured property.

This agreement clarifies that damage to data, software, or computer programs in particular any detrimental change that is caused by a deletion, corruption or distortion of the original data, software or computer program is not direct physical damage in terms of this policy.

Consequently, the following are not Ansured under this policy:

(A) Loss of or damage to data, software or computer programs, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a distortion of the original data or software, and any business interruption losses

resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data, software or computer programs which is the direct consequence of insured direct physical damage to the insured property shall be covered.

- (B) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, impairment in the function, availability, range of use or accessibility of data, software or computer programs which is the direct consequence of insured direct physical damage to the insured property shall be covered.

### **Automatic Increase Clause / Waiver of Under-Insurance**

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The premium stated in the Policy is a minimum and deposit premium.

- (a) If the final Total Contract Value exceeds the estimated Total Contract Value the Sum Insured therefore shall be automatically increased by the amount of such excess but not exceeding in all                   % of the Total Contract Value as shown in the Schedule.
- (b) Within three months from the expiry of this Policy the Insured shall supply to the Insurers a declaration of the final Total Contract Value and if such Value exceeds the estimated Total Contract Value the premium shall be adjusted accordingly by applying the agreed premium rate to the difference between the estimated and the final Total Contract Value.
- (c) In consideration of the final premium adjustment, the Insurers hereby waive their right to apply under-insurance. The last paragraph under Section I "Provisions applying to Section I" Memo I - "Sums Insured" is deemed to be deleted.

### **Coinsurance Clause**

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The term "Company" wherever it appears in this Policy shall mean the "Company" named below:

The liability of the Companies shall in no case exceed in respect of any insured item the sum insured thereon nor in all the total sum insured. The liability of each company named below shall be limited to the percentage set against its name of such amounts as may become payable under the Policy.

ZURICH INSURANCE (TAIWAN) LTD. as the Leading Company is responsible for the issuing of this Policy.

### **Debris Removal Costs**

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It is hereby understood and agreed that "debris removal costs" (up to ..... on a first loss limit basis, as stated in the Schedule) may include such costs and expenses necessarily incurred by the Insured in:

- removing debris
- dismantling or demolition
- shoring up or propping

**Cover for Loss or Damage due to Strike, Riot and Civil Commotion SRCC)**

97.02.01.(96)台蘇保行展字第 125808-1 號

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

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
3. the willful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out,
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
2. the following Special Conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

**Special Conditions**

1. This insurance shall not cover

a loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,

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

c loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,

d consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

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

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

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

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

c acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

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

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address, in which case the Insurers shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of termination.

4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

The aggregate liability of the Insurers during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

**Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays,**

### **Express Freight**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is (are) less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

### **Cover of Extra Charges for Airfreight**

97.02.01.(96)台蘇保行展字第 125808-1 號

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for airfreight.

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

Provided further that the amount payable under this Endorsement in respect of airfreight shall not exceed \_\_\_\_\_ during the period of insurance.

Deductible: 20 % of the indemnifiable extra charges,  
Minimum \_\_\_\_\_ any one occurrence.

### **Endorsement E2K1 Date Recognition Clause**

97.02.01.(96)台蘇保行展字第 125808-1 號

In no case shall this insurance cover injury, loss, damage, cost, expense or liability of whatever nature caused by, consisting of, contributed to or by or arising from, whether directly or indirectly, the use, operation or failure of any computer, computer system, computer software, data processing equipment, media, microchip, integrated circuit, processor or similar device, whether the property of the Insured or not and whether occurring before during or after the year 2000 as a consequence of

(a) a change of date or day.

(b) any change or modification in relation to any date or day to any computer, computer system, computer software, data processing equipment, media, microchip, integrated circuit, processor or similar device.

(c)any failure to make or make correctly any changes or modifications in relation to any date or day to any computer, computer system, computer software, data processing equipment, media, microchip, integrated circuit, processor or similar device.