

## **Zurich Public and Product Liability Insurance Policy (Occurrence)**

(蘇黎世產物公共意外及產品責任綜合保險單-事故發生制)

97.12.16 (97)台蘇保行展字第 125936 號函備查

### **LIABILITIES WHICH ARE INSURED**

1. Subject to the terms, limitations, definitions, exceptions and conditions of this Policy Zurich will pay to or on behalf of the Insured all sums which the Insured becomes legally liable to pay as compensation for

- ◆ **Bodily Injury and or**
- ◆ **Property Damage**

which occurs during the Period of Insurance within the Geographical Limits as a result of an Occurrence and which arises out of the Business of the Insured, including

#### **FIRE AND EXPLOSION**

1.1. Bodily Injury or Property Damage arising from fire and/or explosion occurring at the Insured's premises and

#### **FIRE EXTINGUISHMENT**

1.2. Property Damage caused by or arising out of the use of water or chemicals by the Fire Brigade to extinguish a fire on the Insured's premises and

#### **FOOD AND DRINK**

1.3. Bodily Injury arising from food and drinks sold or supplied by the Insured for consumption on the premises and

#### **LOADING AND UNLOADING**

1.4. Except to the extent that indemnity is granted by another insurance: Bodily Injury or Property Damage arising from the loading or unloading of any Vehicle in the care or custody or legal control of the Insured which is used in work undertaken by or on behalf of the Insured and

#### **PRODUCTS**

1.5. Bodily Injury and/or Property Damage caused by the nature, condition or quality of the Insured's Products and

### **LIABILITIES WHICH ARE INSURED Continued**

#### **STRIKE, RIOT, CIVIL COMMOTION**

1.6. Bodily Injury and/or Property Damage arising from Strike, Riot or Civil Commotion and

#### **UNLICENSED VEHICLES**

1.7. Bodily Injury or Property Damage arising from the use within the Insured's premises of a Vehicle not licensed for road use and not subject to compulsory insurance requirements or securities.

#### **VISITORS EFFECTS AND VEHICLES**

1.8. Property Damage to personal effects (including vehicles and their contents) belonging to directors, visitors or Employees of the Insured and

#### **WORK AWAY**

1.9. Property Damage to premises (and their contents) not owned or rented by the Insured but which are temporarily occupied by the Insured for the purpose of work therein but excluding that part of such property upon which the Insured is or has been working.

### **LIABILITIES WHICH ARE NOT INSURED**

2. Zurich will not be liable under this Policy for claims in respect of

#### **AIDS, ASBESTOS, ETC.**

2.1. Any liability arising directly or indirectly out of or consequent upon or contributed to or by

- 2.1.1. Human Immunodeficiency Virus (HIV) or any illness thereby induced, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC) or any related diagnostic or therapeutic products
- 2.1.2. Human implants;
- 2.1.3. Human biological materials including extracts therefrom
- 2.1.4. Asbestos, asbestos products or asbestos contained in any products
- 2.1.5. Tobacco
- 2.1.6. Urea Formaldehyde; Polychlorinated Biphenyl; 8-Hydroxyquinoline derivatives; Contraceptives; Vaccine; Diethylstilbestrol; RU 486 and any other Chemical Abortifacients; Fenfluramine; Phentermine; Dexfenfluramine;

#### AIRCRAFT, RIGS, WATERCRAFT

- 2.2. Bodily Injury and/or Property Damage arising from the ownership, possession, legal control, operation, maintenance, loading, unloading or use of any
  - 2.2.1. Aircraft or hovercraft or
  - 2.2.2. oil drilling platform or rig or
  - 2.2.3. Watercraft other than Watercraft which are manually propelled and less than 8 metres in length
- 2.3. Bodily Injury and/or Property Damage arising from the Insured's Products which are to the Insured's knowledge sold supplied erected manufactured installed serviced processed repaired or treated by or on behalf of the Insured for use in connection with oil drilling platforms rigs Aircraft Watercraft or nuclear installations

#### LIABILITIES WHICH ARE NOT INSURED Continued

##### CARE CUSTODY AND CONTROL

- 2.4. Property Damage to property belonging to or in the custody, care or control of the Insured.

##### CONTRACTUAL LIABILITY

- 2.5. Liability for Bodily Injury and/or Property Damage imposed by any contract warranty or agreement unless such liability would have attached to the Insured in the absence of any such contract warranty or agreement

##### DAMAGED PRODUCTS

- 2.6. Property Damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of the Insured's Products or work completed by the Insured

##### DESIGN, PLAN AND SPECIFICATION

- 9.7 Bodily Injury and/or Property Damage arising from the design plan formula pattern or specification provided by the Insured other than Bodily Injury and/or Property Damage arising from the design plan formula pattern or specification about any Insured's Products.

##### ELECTRONIC DATE RECOGNITION

- 9.8. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any computer or other equipment or system for processing storing or receiving data, whether the property of the Insured or not, occurring at any time, to:-
  - 9.8.1. correctly recognise any date as its true calendar date
  - 9.8.2. capture save or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

#### LIABILITIES WHICH ARE NOT INSURED Continued

- 9.8.3. capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date.

##### ELECTRONIC DATA

- 9.9. Any liability arising from
  - 9.9.1. the transmission of any computer code, programme or other data
  - 9.9.2. the unauthorised taking of or accessing of data

#### EMPLOYEE INJURY

9.10. Bodily Injury to any Employee in the service of the Insured or claiming compensation from the Insured under any Workers Compensation or similar legislation as a workman in the service of a subcontractor of the Insured.

#### FAILURE TO PERFORM

9.11. Any liability arising directly or indirectly from any failure of the Insured's Products to perform their intended function or meet the performance requirements of their specification.

#### INTELLECTUAL PROPERTY

9.12. Bodily Injury and/or Property Damage arising from the infringement of plans copyright patent trademark or registered design or other intellectual property.

#### PENALTIES AND FINES

9.13. Bodily Injury and/or Property Damage arising from

9.13.1. non-completion, non-performance or delay in completion of any contract or agreement or

9.13.2. the payment of any penalty sums fines or liquidated damages or punitive or exemplary or aggravated damages.

### LIABILITIES WHICH ARE NOT INSURED Continued

#### PROFESSIONAL LIABILITY

9.14. Bodily Injury and/or Property Damage arising out of a breach of the duty owed in a professional capacity by the Insured and/or by persons for whose breaches of such duty the Insured may be legally liable.

#### RECALL COSTS AND DAMAGES

9.15. Any costs or expenses arising from a recall of the Insured's Products

9.16. Damages claimed for the recall inspection repair replacement or loss of use of the Insured's Products or work completed by or for the Insured or of any property if such products are recalled from the market or from use because of any known or suspected defect or deficiency therein.

#### REMOVAL OR WEAKENING OF SUPPORT

9.17. Property Damage to land buildings or other structures caused by pile-driving subsidence or demolition or resulting from the removal or weakening of support to such land buildings or other structure or claims arising in consequence of such Property Damage.

#### RADIOACTIVE CONTAMINATION

9.18. Bodily Injury and/or Property Damage directly or indirectly caused by or contributed to or arising from

9.18.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

9.18.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

9.19. For the purpose of Article 9.18.1 combustion will include any self-sustaining process of nuclear fission.

### LIABILITIES WHICH ARE NOT INSURED Continued

#### VEHICLES

9.20. The ownership possession or use of any mechanically propelled Vehicle except as described in Article 4.7

#### WAR

9.21. Bodily Injury and/or Property Damage arising from any consequence whether direct or indirect or war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

#### POLLUTION & CONTAMINATION

9.22. Bodily injury and/or Property Damage arising out and in connection with the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste

- material or other irritants, contaminants or pollutants by the Insured into or upon land atmosphere or any water course or body of water
- 9.22.1. in the United States of America or Canada.
  - 9.22.2. elsewhere in the world unless such discharge, dispersal, release or escape is sudden and accidental

#### TERRORISM

- 9.23. any liability arising directly or indirectly out of or consequent upon or contributed to or by any injury, loss, damage, cost or expense arising from any consequence, whether direct or indirect, of
- 9.23.1. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- 9.23.2. any other action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism

#### LIABILITIES WHICH ARE NOT INSURED Continued

- 9.23.3. any failure to control, prevent or suppress any act of terrorism
- 9.24. For the purpose of this exclusion 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), 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
- 9.25. If Zurich alleges that by reason of this exclusion, any claim for injury, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

#### CLAIMS

20. The Insured will give written notice to Zurich of any Bodily Injury, Property Damage or claim or proceeding impending prosecution inquest or fatal accident enquiry immediately the same comes to the knowledge of the Insured or his legal personal representative
21. The Insured will not admit liability for or negotiate the settlement of any claim without the written consent of Zurich. Zurich will be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured will give all such information and assistance as Zurich may require.
22. The Insured shall not waive or limit their right of recovery against any other party without the consent of Zurich.
23. The Insured will retain unaltered and unrepaired anything in any way causing or connected with any event which may give rise to any claim under this Policy for such time as Zurich may reasonably require
24. If Zurich is required to indemnify more than one party named in the definition in this Policy of the "Insured" the liability of Zurich will not exceed in all the Limits of Liability stated in the Schedule
25. In connection with any claim or number of claims occurring in any one Period of Insurance Zurich may at any time pay to the Insured the amount of the Limits of Liability stated in the Schedule (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter Zurich will be under no further liability under this Policy