

蘇黎世產物保險股份有限公司

Zurich Insurance (Taiwan) Ltd

總公司地址：台北市敦化北路 56 號 電話: 02-27316300 傳真: 02-27416004

資訊公開查詢: <http://www.zurich.com.tw> 免費申訴電話: 0800-880550

消費者可至本公司總、分支機構、網址查閱或索取書面資訊公開說明文件。

本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。



## Professional Indemnity Insurance

(97)台蘇保行展字第 125904 號函

The written **Proposal** made by the **Insured** to Zurich containing particulars and statements, together with other information provided by the **Insured**, is the basis of and is incorporated into this contract.

### 1. Insurance Cover

This policy cover **Claims** made against the **Insured**, by a **Third Party**, for Loss arising due to actual or alleged legal liability provided that the **Claim**

1. arises out of an actual or alleged negligent act, error or omission in the provision of the **Professional Services** by the **Insured** within the Geographical Limit specified in Item 7 of the Schedule; and
2. is made during the **Policy Period** and reported to Zurich in writing during the **Policy Period** and the negligent act, error or omission first takes place on or after the Retroactive Date but before the expiration of the policy; and

Zurich shall not be liable under this Policy in respect of any **Claims** or **Circumstances** known to the Insured prior to inception of this Policy or that in Zurich's reasonable opinion ought to have been known to the Insured or notified by the Insured under any other insurance prior to inception of this Policy or disclosed in the latest **Proposal** made to Zurich.

## 4. Exclusions

This Policy will not indemnify the **Insured** in respect of any of the following:

**4.1** any **Claim** directly or indirectly arising out of, based upon, attributable to or as a consequence of, any **Personal Injury** or **Property Damage**.

**4.2** any **Claim** where the **Insured's** liability or loss results from a failure by the **Insured** or any other party acting for the **Insured** to make an accurate preassessment of the cost of performing their **Professional Services**.

**4.3** any **Claim** arising out of, based upon, attributable to or as a consequence of a delay in the performance of, and/or non-completion of any contractual obligation to any **Third Party**, unless such a delay and/or non-completion of any contractual obligation arises from an actual or alleged negligent act, error or omission committed by the **Insured** in the execution of such contract. It is understood and agreed that any actual or alleged late delivery or delay shall not in itself constitute an actual or alleged negligent act, error or omission.

**4.4** any **Claim**

- brought against a **Director** or **Officer** of the **Insured**, in their capacity as such.
- arising from any obligation owed by the **Insured** as an employer or potential employer to any employee, including claims for wrongful dismissal, unfair dismissal or under any contract of employment or under any retainer with any consultant or under any training contract.
- whether from any **Employee** or not, alleging sexual, racial or other harassment and/or sexual molestation and/or sexual and/or racial and/or disability and/or sexual orientation and/or religious and/or age discrimination or victimisation, or discrimination or victimisation of any other kind.

**4.5.** any **Claim** arising out of, based upon, attributable to or as a consequence of:

- fines, taxes, penalties, treble or other multiple compensatory **Damages**; or punitive or exemplary **Damages**; or
- the return, restitution, or offset of fees, expenses or costs paid to the **Insured**; or any other **Damages** deemed uninsurable in law.

**4.6** any **Claim** arising from, based upon, attributable to or as a consequence of any **Professional Financial Services** rendered by the **Insured**.

**4.7** any **Claim** arising out of, based upon, attributable to or as a consequence of any intentional, dishonest, fraudulent or criminal act committed by the **Insured**.

**4.8** any **Claim** made against the **Insured**, where all or part of such **Claim** is directly or indirectly based upon or attributable to the insolvency of the **Insured** or the suppliers and/or **sub-contractors** of the **Insured**.

**4.9** any **Claim** arising out of directly or indirectly, based upon, attributable to or in any way connected with a **Claim** for any actual or alleged misappropriation, infringement or violation of any confidential

4.10 any **Claim** brought in the courts of the United States and/or Canada

4.11 any **Claim** made against the **Insured** for work carried out by the **Insured** for and in the name of any other companies, firm(s) or other associations of which the **Insured** form part for the purpose of undertaking any joint ventures unless Zurich's agreement has been first obtained and an extension made upon this policy.

4.12 any **Claim** arising under any warranty or under any contractual obligation to the extent that the obligation gives rise to a **Claim** to which the **Insured** would not have been subject and/or to loss for which the **Insured** would not have been liable in the absence of the warranty or contract.

4.13 any **Claim** by reason of any libel or slander or malicious falsehood or any other sort of defamation by the **Insured** or any **Third Party** including **Sub-contractors**.

4.14 any **Claim** arising out of actual or alleged blasphemy or obscenity or that arises in any way from pornography or its production or use.

4.15 any **Claim** arises out of

- any computer viruses, worms or similar damaging or malicious electronically transmitted material or code, whether or not created or transmitted (directly or indirectly) by the **Insured** or
- hacking denial of service attack or other computer misuse intended to cause damage to the **Insured** or anyone else, whoever the perpetrator.

4.16 any **Claim** in respect of loss, damage to or destruction of, or expenses incurred in the replacement or restoration of any **Document**.

4.17 any **Claim**

- directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.
- arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving,
  - ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- arising out of, based upon, attributable to, as a consequence or in any way involving, directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**.
- arising out of, based upon, attributable to, as a consequence of or in any way involving war (whether declared or not), civil war, acts of terrorism, sabotage, force of arms, armed international action, civil disorder or terrorist actions.

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## 5. Conditions

### 5.1 Notice of Claim

The **Insured** as a condition precedent to payment under this Policy shall provide written notice to Zurich of any **Claim** made against an **Insured** as soon as practicable and in any case during the **Policy Period**.

### 5.2 Notice of Circumstances

Written notice shall include but not be limited to a description of the **Circumstances** with full particulars as to dates and persons involved, the date and manner in which the **Insured** first became aware of a **Circumstance** and the reasons for anticipating a **Claim**.