

Zurich Insurance (Taiwan) Ltd.

蘇黎世產物保險股份有限公司

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



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## Zurich Directors, Officers and Company Liability Insurance Policy (Type B)- Claims Made Policy : International Program Endorsement

(蘇黎世產物董監事經理人責任保險(B型)-賠償請求制：國際保險單附加條款)

98.06.23 (98)台蘇保行展字第 125922 號函

In consideration of the premium charged, it is hereby understood and agreed that the following Clauses are hereby added to the Policy:

### 1. Financial Interest Cover

The **Insurer** will pay the **Financial Interest** of the **Policyholder** in connection with the **Financial Loss** of any:

(1) **Subsidiary Company** located in a **Restricted Foreign Jurisdiction** in respect of **Securities Claim** made against such **Subsidiary Company**; and/or

(2) **Insured Person** of such **Subsidiary Company** in respect of any **Claim** made against such **Insured Person**;

but only if and to the extent that:

- (a) such **Claim** would fall within an Insurance Cover or Extension provided under this Policy but for the fact that this Policy is not permitted to provide coverage for such **Claim** due to the law of such **Restricted Foreign Jurisdiction**; and
- (b) (i) an **International Program Policy** for such **Restricted Foreign Jurisdiction** has not been purchased; or  
(ii) an **International Program Policy** for such **Restricted Foreign Jurisdiction** has been purchased, but the Limit of Liability of such **International Program Policy** is not sufficient to cover the entire **Financial Loss** of such **Claim**; subject to local legal restrictions.

Each **Insured** accepts that any payment by the **Insurer** to the **Policyholder** pursuant to this endorsement shall discharge any liability which the **Insurer** might have had to such **Insured** in respect of the relevant liability.

### 2. Non-Aggregation of Limits of Liability

It is hereby understood and agreed that corresponding to the liability of the **Policyholder** and all **Subsidiary Companies** to pay the aggregate premium for this Policy and all **International Program Policies**, all contractual parties to this Policy and all **International Program Policies** agree that for the purpose of the calculation of the limits of liability of this Policy and all **International Program Policies** (combined), all payments of **Financial Loss/loss** (or equivalent terms as defined under each **International Program Policy**) under:

- this Policy; and
- all **International Program Policies**;

(or any combination of the above mentioned policies)

are added up and are limited to the amount of the **Limit of Liability** of this Policy as indicated in the Schedule (hereinafter called "**Aggregate Limit of Liability**"). The **Aggregate Limit of Liability** shall be the maximum limit of liability and payment of the **Insurer** and **ZURICH**, in the aggregate, for all **Financial Loss/loss** (or equivalent terms as defined under each **International Program Policy**) payable under this Policy AND all **International Program Policies** combined.

It is further understood and agreed that nothing in this Clause shall be construed to increase: (i) the limit of liability set forth in the Schedule of any **International Program Policies**, which shall remain the maximum liability of the insurer under such policy; or (ii) the **Insurer's Limit of Liability** under this Policy as set forth in the Schedule of this Policy which shall remain the maximum liability of the **Insurer** under this Policy.

### **3. Hold Harmless Agreement - Special Conditions regarding Aggregation**

In the event that the **Aggregate Limit of Liability** (defined in above paragraph) is exceeded by any and all payments under this Policy and/or any or all **International Program Policies**, the **Policyholder** of this Policy shall reimburse the **Insurer** or **ZURICH** and/or any partners of **ZURICH** that issued any **International Program Policy** in respect of any **Financial Loss/loss** (or equivalent terms as defined under each **International Program Policy**) paid by any of the insurers of the **International Program Policies** in excess of the **Aggregate Limit of Liability**.

Any amount due to the terms of this clause shall be paid by the party within twenty-eight (28) days of notice from the other party.

### **4. Notice and Authority for International Programs**

It is agreed that the **Policyholder** shall act on behalf of its **Subsidiary Companies** and each and every **Insured** with respect to the issuance and development of all **International Program Policies**, including all terms, conditions, exclusions and limitations of such **International Program Policies**, including, but not limited to point 2 above. It is further understood and agreed that the **Policyholder** will inform its **Subsidiary Company** of any **International Program Policy** to be issued for such **Subsidiary Company**.

### **5. Cancellation and Non-renewal of International Program Policies**

All **International Program Policies** are coterminous, accordingly if this Policy is cancelled, rescinded or non-renewed then all other **International Program Policies** shall be deemed cancelled, rescinded or non-renewed with effect from the same date as this Policy.

### **6. Territorial Scope**

Coverage under this Policy shall apply to **Financial Loss** incurred, resulting from **Claims** made and **Wrongful Acts** occurring anywhere in the world, where legally permissible.

Solely in the event that a:

1. **Securities Claim** is brought in a **Foreign Jurisdiction** against a **Subsidiary Company** domiciled in such foreign territory (other than a **Restricted Foreign Jurisdiction**) and/or a **Claim** is brought in a **Foreign Jurisdiction** against any **Insured Person** of such **Subsidiary Company**; or

2. **Securities Claim** is brought in a **Foreign Jurisdiction** against the **Policyholder** or a **Subsidiary Company** domiciled outside such **Foreign Jurisdiction** and/or a **Claim** is brought in a **Foreign Jurisdiction** against any **Insured Person** of such entities;

and the **Insurer** or **ZURICH** offers to other insureds in such **Foreign Jurisdiction** in the ordinary course of business a **Foreign Policy** in such **Foreign Jurisdiction**, then coverage under this Policy for such **Claim** brought in such **Foreign Jurisdiction** shall follow and be in accordance with those terms and conditions in such **Foreign Policy** that are more favourable to the **Insured**, than the terms and conditions

of this Policy; notwithstanding the foregoing, in all events this Point 6 shall not apply to the Definitions of **Insured, Insured Person, Financial Loss**, Covers 1.1-1.4 of the Policy and point 1 in this endorsement, the **Limit of Liability**, the cancellation or non-renewal procedures, claim made provisions, premium, and the extended reporting or discovery periods of this Policy or similar provision in such **Foreign Policy**. If there is a sub-Limit of Liability within the cover of the **Foreign Policy** such sub-Limit of Liability shall be no more than US\$1,000,000 for the purposes of this Point 6.

#### 7. Currency

All premiums, limits, **Deductibles**, retentions, **Financial Loss** and other amounts under this Policy are expressed and payable in the currency indicated and shown on the Schedule for the **Limit of Liability**. If judgment is rendered, settlement is denominated or another element of **Financial Loss** under this Policy is stated in a currency other than this currency, payment of covered **Financial Loss** due under this Policy (subject to the terms, conditions, exclusions and limitations of this Policy) will be made either in such other currency at the option of the **Insurer** or **ZURICH** and if agreeable to the **Policyholder** or, in the currency indicated and shown on the Schedule for the **Limit of Liability**, at the rate of exchange published in The Wall Street Journal on the inception date of this Policy (or if not published on such date the next publication date of The Wall Street Journal).

### **Zurich Directors, Officers and Company Liability Insurance Policy (Type B) - Patent-Copyright Exclusion**

(蘇黎世產物董監事經理人責任保險(B型)- 智慧財產權除外不保附加條款)

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#### **Cover**

The **Insurer** shall not be liable under this Policy to make any payment for **Financial Loss** (including **Defence Costs**) in connection with any **Claim** made against any **Insured**, or **Investigation Costs** alleging, arising out of, based upon or attributable to any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.