

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。

COMMERCIAL CRIME INSURANCE POLICY

SECTION 1- COVER

The Insurer will indemnify the Policyholder for the Financial Interest of the Policyholder for a Loss occurring in any Group Company resulting directly from any Criminal Act which is first Discovered during the Period of Insurance or any Extended Reporting Period (if applicable) and notified to the Insurer in accordance with Section 6.1 of this Policy.

SECTION 2 – EXTENSIONS TO COVER

Subject to all the terms, conditions and limitations of this Policy, cover is extended as follows:

2.1 EXTENDED REPORTING PERIOD

If this Policy upon termination is neither renewed nor replaced by any other policy covering the same or a similar risk, the Policyholder shall have the right to a single Extended Reporting Period as stated in Item 9 of the Schedule and subject to payment of the additional premium stated in Item 9 of the Schedule with respect to any Loss Discovered during such Extended Reporting Period and notified to the Insurer in accordance with Section 6.1 of this Policy, but only with respect to Criminal Acts committed prior to the expiry date of the Period of Insurance. This Extended Reporting Period shall not apply in the event of cancellation of this Policy due to the non-payment of the premium.

The right to the single Extended Reporting Period shall terminate unless written notice is given to the Insurer by the Policyholder within thirty (30) days of the effective date of the non-renewal of this Policy. Once the Extended Reporting Period has been elected by the Policyholder, the entire premium for the Extended Reporting Period shall be deemed earned at its commencement.

2.2 NEW SUBSIDIARY COMPANIES

2.2.1 Any entity (other than a Financial Institution), whether created or acquired, that becomes a Subsidiary Company during the Period of Insurance of this Policy shall be included as a Group Company under this Policy, at no additional premium, with respect to Losses for Criminal Acts committed after the date such entity became a Subsidiary Company and while such entity remains a Subsidiary Company, subject to the following:

The Subsidiary Company has gross annual turnover and number of employees which are less than 25% of the gross annual turnover and

number of Employees of the Group Companies at the inception date of this Policy; and

The Subsidiary Company has not, in the preceding 3 years, suffered Loss of a type covered by this Policy (whether insured or not) which was greater than the amount of the Deductible.

Any such newly acquired or created Subsidiary Company not meeting the above requirements acquired or created during the Period of Insurance shall be included under this policy as a Group Company for a period of sixty (60) days from becoming a Subsidiary Company or until the expiry date of the Period of Insurance, whichever period expires first. The Policyholder shall (i) notify the Insurer in writing of the creation or acquisition of such entity, (ii) provide the Insurer with full underwriting information as the Insurer may require, and (iii) agree to any additional premium and/or amendment of the provisions of this Policy required by the Insurer relating to such Subsidiary Company. Further, the Insurer will only indemnify the Policyholder for the Financial Interest for a Loss resulting from Criminal Acts committed after the date such entity became a Subsidiary Company and while such entity remains a Subsidiary Company conditional upon the Policyholder paying, when due, any additional premium required by the Insurer for such new Subsidiary Company.

2.2.2 The Insurer may, at its sole discretion, also agree in writing, after having received all appropriate information to indemnify the Policyholder for the Financial Interest for a Loss resulting from Criminal Acts committed prior to the date of acquisition. With regard to such cover for prior acts, the Insurer reserves the right to vary the terms of this Policy.

2.3 CARE, CUSTODY AND CONTROL

The Insurer shall indemnify the Policyholder for the Loss of Property, money or Securities which is under the control and custody of a Group Company and for which such Group Company is legally liable.

2.4 INTEREST

The Insurer shall indemnify the Policyholder for the amount of any interest receivable or payable by the Group Company resulting directly from a Loss covered by this Policy provided that the Insurer's liability for such interest receivable or payable is calculated by applying the average base rate in force by the Central Bank in the country of the Policyholder, between the time of sustaining such Loss and the date of Discovery of such Loss.

2.5 RUN OFF COVER FOR CEASED SUBSIDIARY COMPANIES

In respect of any entity which is being sold or discontinued during the Period of Insurance and which was previously included as a Group Company under this Policy, this Policy shall continue to indemnify the Policyholder for any Loss in connection with any Criminal Act which was committed whilst such entity was a Group Company.

This extension will not apply if the Policyholder has no contractual liability for Loss arising out of Criminal Acts committed prior to the date of sale or discontinuation of such former Group Company.

SUBJECT TO ALL THE TERMS, CONDITIONS AND LIMITATIONS OF

THIS POLICY, COVER IS EXTENDED AS FOLLOWS FOR THOSE SECTIONS SHOWN AS OPERATIVE IN ITEM 8 OF THE SCHEDULE TO THIS POLICY:

2.6 INVESTIGATION COSTS

The Insurer shall indemnify the Policyholder for Investigation Costs incurred by a Group Company, which are directly related to a Loss covered under this Policy.

2.7 CONTRACTUAL PENALTIES

The Insurer shall indemnify the Policyholder for any contractual penalty assumed by and enforced against a Group Company under a written contract, resulting directly from a Loss covered under this Policy. The Insurer's liability provided by this extension is sub-limited to the percentage specified in Item 5 of the Schedule.

2.8 DATA RECONSTITUTION COSTS

The Insurer shall indemnify the Policyholder for reasonable Data Reconstitution Costs.

2.9 EXTORTION

The Insurer shall indemnify the Policyholder for any Loss due to Extortion committed by an Employee of a Group Company.

2.10 BUSINESS INTERRUPTION

The Insurer shall indemnify the Policyholder for any reasonable Additional Costs incurred during the Indemnification Period and after the Waiting Period caused by a Loss covered under this Policy provided that these Additional Costs are beyond the Group Company's usual operational costs and necessary to the restoration of the normal course of operations of the Group Company's business. For the purpose of this extension:

- (i) Additional Costs shall mean:
 - renting fee for temporary replacement equipment and temporary additional premises;
 - costs of additional external workforce and overtime of Employees;
 - costs related to transportation of equipment or documents which have been incurred by the Group Company in which the Loss has been Discovered.
- (ii) Waiting Period shall mean the period of 48 hours starting from the Discovery of the Loss.
- (iii) Indemnification Period shall mean the period of 90 days immediately starting after the Waiting Period.

SECTION 5– EXCLUSIONS

THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR:

5.1 WAR & TERRORISM

Loss which arises directly or indirectly out of war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be 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, the act of any lawfully constituted authority.

5.2 KIDNAP AND RANSOM

Loss arising out of or in connection with kidnap, ransom or any threat thereof.

5.3 INTELLECTUAL PROPERTY RIGHTS AND TRADE SECRETS

Loss of or arising from the accessing of any confidential information including but not limited to trade secrets, computer programs, customer information, patents, trademarks, copyrights or processing methods, except to the extent that any such information is used to support or facilitate the committing of a **Criminal Act** covered by this Policy.

5.4 TAXES, FINES AND PENALTIES

Taxes, fines and penalties of any type for which the **Group Company** is legally liable, except direct compensatory damages arising out of a **Loss** covered under this Policy or as provided under extension 2.7 above.

5.5 CONSEQUENTIAL LOSS

Indirect or consequential loss, unless covered under extensions 2.4, 2.6, 2.7, 2.8 and 2.10 above.

5.6 PENDING AND PRIOR LOSSES AND CIRCUMSTANCES

Loss which was pending at, or **Loss** or circumstances the **Group Company** discovered prior to the inception date of the **Period of Insurance**.

5.7 RETROACTIVE COVER

Loss sustained by the Group Company resulting from Criminal Acts committed prior to the Retroactive Date stated in Item 4 of the Schedule (if applicable). If the first Criminal Act of a series of Criminal Acts, which are connected causally with another or which are by any means inter-related or inter-connected, was committed before the Retroactive Date, the total Loss sustained by the Group Company shall be deemed not covered under this Policy.

5.8 FIRE

Loss caused by any fire.

5.9 FRAUDULENT EMPLOYEE

Loss caused by any Employee whom the Group Company was aware had previously committed a criminal act before or after the date of commencement of employment by the Group Company.

5.10 EXCLUSIONS ONLY APPLICABLE TO EXTERNAL CRIME

The Insurer shall not be liable to make any payment for:

5.10.1 TRADE FINANCE AND TRADE LOANS

Loss resulting from the full or partial non-payment of or default under any:
(i) credit agreement, extension of credit or hire purchase agreement;

- (ii) loan or transaction of the nature of a loan;
 - (iii) lease or rental agreement;
 - (iv) invoice, account, agreement or any other evidence of debt; or
- However, this exclusion shall not apply to any Loss where the Group Company has relied or acted upon any document that contains Forgery, Fraudulent Alteration or Counterfeit of currency notes or coins.

5.10.2 SPECIFIC DOCUMENTS

Any Loss in connection with the Forgery, Counterfeit or Fraudulent Alteration of, on or in, any account receivable, or assignments thereof, bills of lading, warehouse or trust receipts, or receipts serving a similar purpose.

SECTION 6– GENERAL CONDITIONS

6.1 NOTIFICATION OF LOSS

It is a condition precedent to the liability of the Insurer under this Policy that as soon as reasonably possible upon the Discovery of Loss the Policyholder shall notify the Insurer by written notice, but in all events no later than thirty (30) days after the expiry of the Period of Insurance or the Extended Reporting Period (if applicable). Such notice shall include but not be limited to a description of the circumstances leading to the Loss.

Written notice hereunder shall be given in writing to the Insurer named in Item 10 of the Schedule at the address indicated in Item 11 of the Schedule, and be effective from the date of receipt by the Insurer at the above address.

6.2 SUBROGATION

The Insurer may at any time at its own expense take such steps as it may deem necessary to obtain reimbursement from any person (or that person's estate) committing a Criminal Act against the Group Company resulting in a Loss which the Insurer shall have paid or become liable to pay under this Policy and for this purpose use the name of the Group Company. The Policyholder shall as and when required give all necessary information and assistance to the Insurer.

6.3 RELIANCE

In granting cover under this Policy the Insurer has relied upon the Proposal which forms the basis of this contract of insurance and shall be considered as incorporated in and constituting part of this Policy.

6.4 VALUATION OF LOSSES

(i) SECURITIES

In no event shall the Insurer be liable in respect of Securities for more than the actual cash value thereof at the close of business on the business day on which the Loss was Discovered.

(ii) BOOKS OF ACCOUNTS AND RECORDS

In the case of Loss of or damage to property consisting of books of accounts or other records (other than electronic data) used by the Group Company in the conduct of their business, the Insurer shall be liable under this Policy only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which shall have

been furnished by the Group Company in order to reproduce such books and other records.

(iii) ELECTRONIC DATA

In the event that a Loss covered under this Policy results in the destruction, erasure or theft of electronic data used by the Group Company while such data is stored within the Group Company's computer systems, the Insurer shall be liable under this Policy if such data is actually reproduced and cover hereunder shall only apply to the cost of labour for the actual transcription or copying of data, which shall have been furnished by the Group Company in order to reproduce such electronic data.

(iv) DAMAGE TO PREMISES

In the case of damage to the premises, the Insurer shall not be liable for more than the actual diminution in value of the property.

(v) FOREIGN CURRENCY

If a foreign currency (being a currency other than the currency in which this Policy is written) is involved in a Loss sustained by the Group Company under this Policy, then for the purpose of any calculation required in the settlement of a Loss, the rate of exchange shall be the published rate by Financial Times on the date of such settlement.

(vi) PROPERTY

In no event shall the Insurer be liable in respect of Property (not included in the above), for more than the actual cash value thereof at the time of Loss or for more than the diminution in value of the property of such property or of replacing same with property or material of like quality and value, provided however, the actual cash value of such other property held by the Group Company as a pledge, or as collateral for an advance or loan, shall be deemed not to exceed the value of the property as determined and recorded by the Group Company when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

6.5 RECOVERIES

Any sums recovered following a payment or payments under this Policy shall, after the deduction of the costs incurred in the course of such recovery be distributed as follows:

- (i) Firstly to the Policyholder in respect of any amount by which the amount of the Loss exceeded the Limit of Liability;
- (ii) Secondly to the Insurer to the extent of the Loss paid or payable;
- (iii) Finally to the Policyholder for the amount of any Deductible applicable.

6.6 CHANGE IN CONTROL

If during the Period of Insurance a Change in Control occurs which results in

- (i) the liquidation (whether voluntary or compulsory) of the Policyholder or the appointment of a trustee in bankruptcy, receiver, or liquidator (or similar official or person) for the Policyholder, or
- (ii) control of the Policyholder being taken over by any government or by officials appointed by any government or local authority

(hereafter called 'Change in Control')

then the cover provided by this Policy shall only apply to Criminal Acts which occurred prior to the effective date of such Change in Control and which were

first Discovered during the Period of Insurance and notified to the Insurer in accordance with Section 6.1 of this Policy.

The Policyholder shall give written notice to the Insurer of such Change in Control as soon as reasonably practicable. Notwithstanding the effect on cover caused by such a Change in Control there shall be no entitlement to cancellation of this Policy by any party hereto and the entire original premium for this Policy shall be deemed to have been fully earned as of the date of the Change in Control.

6.7 OTHER INSURANCE

If a Loss under this Policy would, but for the existence of this Policy, be insured by any other valid and collectable policy or indemnity, the Insurer shall only be liable for any amount beyond that collectable under such other policy.

6.8 CANCELLATION

This Policy may not be cancelled by the Insurer, except for non-payment of premium.

6.9 APPLICABLE LAW

This Policy shall be exclusively governed by and shall be exclusively construed in accordance with the applicable law as specified in Item 12 of the Schedule of this Policy and is subject to the exclusive jurisdiction specified in Item 12 of the Schedule of this Policy.

6.10 ARBITRATION

Prior to the commencement of any judicial proceeding, the Policyholder or the Insurer may request that any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

The Arbitration Tribunal shall consist of three arbitrators, one to be appointed by the Policyholder, one to be appointed by the Insurer and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable (and no later than thirty (30) days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator. The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

The arbitration shall be conducted in English and it will take place in the jurisdiction specified in Item 12 of the Schedule of this Policy.

6.11 ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest and rights under this Policy shall be effective under any circumstances except when made by a written endorsement to this Policy which is signed by an authorized representative of the **Insurer**.

6.12 FRAUDULENT NOTIFICATIONS

If any notification under this Policy is in any respect fraudulent or if any fraudulent means be used by the Policyholder or any one acting on their behalf to obtain any benefit under this Policy or if any Loss be caused or contributed to by the wilful act or with the connivance of the Group Company all benefit under this Policy shall be forfeit and the Policyholder shall immediately reimburse the Insurer for any payments that it may have made in respect of such notification.

6.13 PAYMENT OF LOSS

Payment of any Loss under this Policy to the Policyholder shall fully release the Insurer on account of such Loss.

6.14 KNOWLEDGE

Knowledge possessed or discovery made by any person, company or entity forming part of the Group Companies or by any partner, director or officer, departmental head or other senior manager or the equivalent thereof shall be deemed to constitute knowledge possessed or discovery made by all other persons, companies or entities forming part of the Group Companies.

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。

商業犯罪保險-商品簡介

98.10.29.(98)台蘇保行展字第 126212 號函備

第一條 承保範圍

任何集團公司直接因任何犯罪行為發生損失，而該犯罪行為是在保險期間或延長報案期間（如適用）內首次發現並已按照本保險契約第 6.1 條通知本公司，本公司將賠償保單持有人經濟利益的損失。

第二條 擴大承保範圍

基於本保險契約的所有條款、條件及限額的約定下，擴大承保範圍如下：

2.1 延長報案期間

在本保險契約終止時如未續保，或未以其他承保範圍相同或相似的保險契約取代本保險契約者，保單持有人有權獲得延長報案期間（如承保明細第 9 項所述，但要繳納承保明細第 9 項列明的附加保費）。該延長報案期間適用於在此期間發現並已按照本保險契約第 6.1 條通知本公司的損失，但僅限於在保險期間屆滿日前發生的犯罪行為。如因未繳保費導致本保險契約被註銷者，則本保險契約不給予延長報案期間。

除非保單持有人在本保險契約的不續保日期過後的三十(30)天內以書面通知本公司，否則上述延長報案期間的權利將會終止。當保單持有人選擇延長報案期間後，延長報案期間的全部保費將被視為已在延長報案期間開始時收取。

2.2 新附屬公司

2.2.1 凡在本保險契約的保險期間內成立一家附屬公司的實體（金融機構除外），不論屬新設或收購性質，均將作為一集團公司被納入本保險契約之承保範圍（無附加保費）；對因在該實體成為附屬公司之日過後及該實體保持作為附屬公司期間所發生的犯罪行為造成的損失，本保險契約亦予以承保，但前提如下：

(i) 該附屬公司的全年營業總額及員工人數，低於本保險契約起始日期集團公司的全年營業總額及員工人數的 25%；及 (ii) 該附屬公司過去 3 年不曾發生本保險契約承保範圍（不論是否投保）內之事故且金額超過自負額的損失。

凡在保險期間內收購或設立的附屬公司不符合上述規定，則在其成為附屬公司滿六十(60)天後，或直至保險期間屆滿日（以先到者為準）方可成為集團公司的成員被納入本保險契約。保單持有人應 (i) 書面通知

本公司設立或收購該實體；(ii) 向本公司提供本公司要求的詳盡核保資料；及 (iii) 同意本公司就該附屬公司所要求的任何附加保費及／或對本保險契約的條文的修訂。本公司僅會就因在該實體成為附屬公司之日過後及該實體保持作為附屬公司期間發生的犯罪行為造成的損失，賠償保單持有人，但前提是保單持有人已如期繳納本公司就這家新的附屬公司所要求的附加保費。

2.2.2 本公司在收到所有適當的資料後，亦可全權酌情決定以書面形式同意就由收購日期前發生的犯罪行為造成的損失，賠償保單持有人的經濟利益。但就承保這種先前的行為而言，本公司保留修改本保險契約條款的權利。

2.3 照管、保管及控制

本公司對於集團公司控制及保管下的財物、貨幣或證券發生損失，且集團公司依法應負賠償責任者，本公司對保單持有人予以賠償。

2.4 利息

集團公司直接因本保險契約承保的損失而有任何應收或應付的利息損失金額亦由本公司賠償給保單持有人。本公司對該應收或應付利息的責任要按保單持有人所在國家的中央銀行在蒙受該損失時至發現該損失之日期間公佈的平均基礎利率計算。

2.5 附屬公司終止後的保障展延

任何實體如先前曾作為集團公司之成員被納入本保險契約，但在保單期間內被出售或停業，本保險契約將繼續就因該實體作為附屬公司期間發生的犯罪行為造成的損失，對保單持有人作出賠償。

如保單持有人對因在原集團公司被出售或停業之日前發生的犯罪行為造成的損失並無契約的責任，則不適用本擴展條款。

依據本保險契約的所有條款、條件及限額的約訂，就本保險契約承保明細第8項約定的保險金額擴展承保範圍如下：

2.6 調查費用

集團公司產生的調查費用，如因本保險契約承保範圍內的損失直接所致者，本公司將對保單持有人予以賠償。

2.7 約定罰款

集團公司因為契約所承擔及被強制執行的約定罰款，如因本保險契約承保範圍內的損失直接所致者，本公司將對保單持有人予以賠償。本公司關於此項之賠償責任，以承保明細表中第5項列明的分項責任限額百分比為限。

2.8 數據重建費用

本公司將向保單持有人賠償合理的數據重建費用。

2.9 勒索

本公司將賠償保單持有人因集團公司的員工所做的勒索行為而造成的損失。

2.10 業務中斷

本公司將對保單持有人賠償因本保險契約承保的損失造成的、在賠償期間內及在等待期間過後發生的合理的額外費用，前提是該等額外費用是在集團公司正常經營成本之外產生，並且是為使集團公司的業務恢復正常所必需的。

就本擴展條款而言：

(i) **額外費用**係指：

- 臨時替代設備及臨時營業場所的租金；
- 增聘額外的外部勞動力及員工加班的費用；
- 設備或文件的運送費用

而上述成本因已發現損失的集團公司所產生。

(ii) 等待期間係指從發現損失時起的 48 小時的期間。

(iii) 賠償期間指緊隨等待期間過後開始的為期 90 天的期間。

第五條 除外事項

本公司對於下列情形不負賠償責任：

5.1 戰爭及恐怖主義

因為戰爭、恐怖主義、侵略、外敵行為、敵對或類似戰爭行為（不論宣戰與否）、內戰、叛亂、革命、暴動、民眾起義的內亂、軍事政變或篡權、軍法管制、暴亂、任何合法組成的當局的行為所直接或間接造成的**損失**。

5.2 綁架及贖金

因綁架、贖金或任何威脅造成或與此有關的損失。

5.3 智慧財產權及商業秘密

因獲取任何機密資訊，包括但不限於商業秘密、電腦程式、客戶資訊、專利權、商標、版權或工藝方法而造成的損失，但如該等資訊被用於支持或促進本保險契約所保的犯罪行為，則不在此限。

5.4 稅項、罰款及罰金

集團公司須承擔法律責任的任何種類的稅項、罰款及罰金，但因本保險契約所保的損失產生的或依第 2.7 條的延展條款規定的直接補償性損害賠償除外。

5.5 附帶損失

間接或附帶的損失，除非屬於本保險契約第 2.4 條、第 2.6 條、第 2.7 條、第 2.8 條及第 2.10 條的擴大承保條款的承保範圍。

5.6 待決中及先前的損失及情形

在保險期間的起始日前待決的損失，或集團公司在保險期間的起始日之前發現的損失或情形。

5.7 追溯期保障

集團公司因發生於承保明細表第 4 項所列追溯日（如適用）之前的犯罪行為而遭受的損失。

如相互間有因果關係或有內在聯繫的連續犯罪行為中的首個犯罪行為發生在追溯日之前，則集團公司蒙受的全部損失將被視為不在本保險契約的承保範圍。

5.8 火災

因火災造成的**損失**。

5.9 員工欺詐

任何員工造成的損失，而集團公司原本已知該員工在受僱於集團公司之日前或該日之後曾經有過犯罪行為。

5.10 僅適用於外部犯罪的除外條款

本公司對於下列情形不負賠償責任：

5.10.1 貿易融資及貿易貸款

因在下列情況下完全或部份地不支付或違約而造成的**損失**：

(i) 信貸協議、授信租購協議；

(ii) 貸款或貸款性質的交易；

(iii) 租賃或租用協議；

(iv) 發票、賬目、協議或任何其他債務憑證；或

集團公司因倚賴或根據任何文件行事而蒙受損失，若該文件中包含假冒、欺詐性竄改或偽造的貨幣或錢幣則不適用本項除外條款。

5.10.2 特定文件

因任何應收賬款或轉讓的應收賬款、提單、倉單、信託收據、或類似用途的收據因遭受假冒、偽製或欺詐性竄改而造成的損失。

第六條 一般事項

6.1 損失通知

本公司履行本保險契約約定責任的先決條件是，保單持有人應當在發現損失後在合理範圍內儘快向本公司發出書面通知，且無論如何不遲於保險期間或延長報案期間（如適用）屆滿後三十(30)天。該通知包括但不限於對引發損失的情形的說明。

書面通知要依照承保明細表第 11 項載明的地址發送給記載於承保明細表第 10 項中的本公司，該通知自本公司在該地址收到之日起生效。

6.2 代位權

本公司可隨時自費採取其認為必須的措施，向對集團公司實施犯罪行為並造成損失的任何人（或該人的產業）求償，以彌補本公司根據本保險契約對該損失所作或依法作出的賠付，並因此可使用集團公司的名義。保單持有人應當在接受要求時向本公司提供所有必要的資料及協助。

6.3 依據

本公司是依據要保書確立本保險契約的承保範圍，而要保書構成了本保險契約的基礎，並被視為已納入本保險契約且是本保險契約的組成部份。

6.4 損失的估價

(i) 證券

無論何時本公司對證券承擔的責任均不超過該證券的實際現金價值，即證券在損失被發現的營業日結束時的實際現金價值。

(ii) 帳簿及記錄

集團公司在業務運作中使用的財產發生損失或損毀，如該財產是由帳簿或其他記錄（電子數據除外）組成的，則本公司在本保險契約下的責任僅限於該帳簿或記錄確實被重新製作的情形，且至多不會超過空白簿冊、空白頁或其他材料的成本，外加集團公司為重新製作該帳簿及其他記錄所作的實際抄錄或複製數據工作的勞動成本及電腦工時費。

(iii) 電子數據

集團公司所用的電子數據在保存於集團公司的電腦系統期間被破壞、刪除或盜竊而造成本保險契約承保的損失，如該數據確實被重新製作，本公司將根據本保險契約承擔責任，但賠付範圍僅限於集團公司為重新製作該電

子數據所作的實際抄錄或複製數據工作的勞動成本。

(iv) 營業處所的損壞

如發生營業處所的損壞，本公司的賠償責任僅限於賠付財產實際減值的部份。

(v) 外幣

在本保險契約承保範圍內若集團公司遭受的損失涉及外幣（並非簽發本保險契約所用的貨幣），則在結算損失所作的計算中，要採用結算日公佈於《金融時報》的匯率。

(vi) 財產

本公司在任何情況下對財物（未包含於上文中）所負的賠償責任均不超過損失發生之時該財物的實際現金價值，或該財物的價值減值，或用於取代該財物的相同質量及價值的財物或材料的實際現金價值，但如該其他財物是被集團公司作為墊款或貸款的質押或抵押品而持有，則該其他財物的實際現金價值將被視為不超過集團公司在作出墊款或貸款時所釐定及記錄的財物價值，如無該記錄，則視為不超過該墊款或貸款的未償還部份與按法定利率計算的應計利息之和。

6.5 追回款項

根據本保險契約作出一項或多項賠付後追回而得的任何款項，在扣除追討過程中產生的費用後，按如下順序分配

(i) 首先分給保單持有人，以彌補超出賠償責任限額的損失金額。

(ii) 其次分給本公司，以彌補已賠付或應予賠付的損失金額；

(iii) 最後分給保單持有人，以彌補任何合理的自負額。

6.6 控制權變更

如在保險期間內發生控制權變更，導致

(i) 保單持有人清盤（不論主動或強制清盤）或被指定破產受託人、接管人或清盤人（或類似的官員或人士），或

(ii) 保單持有人的控制權被任何政府或地方當局任命的官員接管，

（下稱“控制權變更”）

則本保險契約將只承保發生在控制權變更的生效日期之前的、在保險期間內首次發現的、且已按照本保險契約第 6.1 條通知本公司的犯罪行為。

保單持有人應在合理可行的範圍內儘快將控制權變更之情形以書面告知本公司。不論控制權變更對承保範圍有無任何影響，本保險契約的任何一方概無權取消本保險契約，而本保險契約原定的全部保費將被視為於控制權變更之日已全額收取。

6.7 其他保險

如本保險契約所承保的損失同時可由其他有效的、可求償的保險契約或賠償保證所保障，本公司將只對超過該其他保險契約可求償之部份以外的數額負賠償責任。

6.8 註銷保險契約

除非保險費未繳交，否則本保險契約不會被本公司註銷。

6.9 適用法律

本保險契約僅受承保明細表第 12 項約定的適用法律所管限，且僅按該法律解釋。承保明細表第 12 項指明的司法管轄區，是本保險契約唯一適用的司

法管轄區。

6.10 仲裁

在任何司法程序展開前，保單持有人或本公司可以要求按照現行的聯合國國際貿易法委員會仲裁規則，以仲裁方式解決因本保險契約或因本保險契約的違約、終止或無效而產生或與之有關的任何爭議、糾紛或索賠。

仲裁庭由三名仲裁員組成，保單持有人及本公司各自指定一名，再由這兩名被指定的仲裁員指定第三名仲裁員。仲裁庭的第三名仲裁員，應在雙方指定兩名仲裁員後在確實可行範圍內（不遲於三十(30)天）儘快指定。仲裁庭在第三名仲裁員獲指定後即告成立。仲裁員應當是在保險及再保險行業擁有不少於十年經驗的人士（包括退休人士），也可以是服務於該行業的律師或其他專業顧問。

仲裁採用英語，並應在本保險契約承保明細表第 12 項指明的司法管轄區進行。

6.11 契約之變更及轉讓

在任何情況下變更、修改或轉讓本保險契約的任何利益及權利，都需經過本保險契約的書面批單作出，方屬有效，且書面批單須經本公司的授權代表簽署。

6.12 欺詐通知

如本保險契約下的任何通知有任何欺詐成份，或如保單持有人或代表保單持有人行事的任何人利用欺詐手段牟取本保險契約的任何利益，或如任何損失是集團公司的故意行為或縱容所致者，則本保險契約的所有利益均將予以取消，而保單持有人要立即返還本公司因此所做的賠付。

6.13 損失的賠付

本公司根據本保險契約向保單持有人賠付任一損失後，本公司對於該損失的賠償責任即告解除。

6.14 知情

集團公司所屬任何人員、公司或實體、或任何合作夥伴、董事或高級人員、部門主管或其他資深管理人員或同等人員的知情或發現，均被視為集團公司所有其他人員、公司或實體的知情或發現。