

Zurich Professional Indemnity Insurance for the Technology and Communications Sectors

1. Insurance Cover

This policy covers Claims made against the Insured, by a Third Party, for Loss arising due to any :

- 1) breach of a contract to provide Products or Services due to such Products or Services not conforming to a previously agreed written specification
- 2) the failure of such Products or Services to meet any express or implied statutory term concerning quality, fitness for purpose or safety
- 3) any actual or alleged negligent act error or omission in the provision of Products or Services
- 4) loss erasure or corruption of Data for which the Insured is responsible under a written contract
- 5) unintentional infringement of any Intellectual Property Right
- 6) defamation of any commercial enterprise, product or system
- 7) breach of confidence or invasion of privacy or misuse of information that is subject to statutory restriction

solely in the performance of the Business as defined in Item 2 of the Schedule by the Insured or any Sub-Contractor

provided that the Claim is made during the Policy Period and reported to Zurich in writing during the Policy Period and such act error or omission first takes place on or after the Retroactive Date but before the expiration of the policy or Extended Reporting Period; 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 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.

2. Limit of Liability

Zurich's liability for Damages and Claim Expenses combined for each Claim and in the aggregate for all Claims shall not exceed the amount stated in Item 5 of the Schedule.

3. Deductible

Zurich's obligation to pay Damages and Claim Expenses in connection with any Claim shall only be in excess of the Deductible as stated in Item 7 of the Schedule.

The Deductible shall be paid by the Insured. The Deductible shall be applicable to each Claim and shall apply both to Damages and Claim Expenses. Zurich will have no obligation whatsoever, either to the Insured or to any other person or entity, to pay any portion of the Deductible on behalf of the Insured.

4. Extended Reporting Period

In case of non-renewal of this policy by Zurich, the Policyholder shall have the right to extend cover for a further 12 months but only:

a) for Claims arising out of the provision of Products or Services rendered by the Insured within the Geographical Limit, and that occurred before the expiration of the last Policy Period and

b) for a Limit of Liability no greater than that specified in Item 5 of the Schedule. If Zurich issues a renewal quote it shall not be considered a non-renewal by Zurich even if the renewal terms differ substantially from the expiring cover.

The premium payable for any extension of cover shall be determined by Zurich in its absolute discretion. Written notice from the Policyholder exercising this right to extend cover must be received by Zurich no later than seven days after the expiry of the Policy Period.

5. Exclusions

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

- 5.1 any Claim directly or indirectly arising out of, based upon, attributable to or as a consequence of, any Personal Injury or Property Damage unless such Personal Injury or Property Damage arises from Services which have been provided for a fee, or where a fee would ordinarily be charged.
- 5.2 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 providing such Products or Services.
- 5.3 any Claim arising out of, based upon, attributable to or as a consequence of a delay in the provision of any Products or Services 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.
- 5.4 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.
- 5.5 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.

- 5.6 any Claim directly or indirectly based upon, attributable to, arising out of, or resulting from, or in any manner related to the rendering of or failure to render any:
1. valuation of stocks, bonds or any negotiable instruments;
 2. economic analysis, whether computer assisted or not;
 3. economic and/or financial forecasting, whether computer assisted or not;
 4. economic and/or financial simulations, whether computer assisted or not;
 5. electronic transfer or electronic manipulation of negotiable instruments
 6. transfer of money or funds.
- 5.7 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.
- 5.8 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.
- 5.9 any Claim arising out of directly or indirectly, based upon, attributable to or in any way connected with for any actual or alleged misappropriation, infringement or violation of any patent or trade secret.
- 5.10 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.
- 5.11 any Claim arising under any warranty, guarantee 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, guarantee or contract other than any Claim specifically covered by sub-paragraphs (1) and (2) of Clause 1 above.
- 5.12 any Claim arising out of actual or alleged blasphemy or obscenity or that arises in any way from pornography or its production or use.
- 5.13 any Claim arising out of
- the transmission of any Malware.
 - hacking denial of service attack or other computer misuse intended to cause damage to the Insured or anyone else, whoever the perpetrator.
- 5.14 any Claim in respect of loss, damage to or destruction of, or expenses incurred in the replacement or restoration of any Document. For the avoidance of doubt Document does not include Data.
- 5.15 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 from, based upon, attributable to or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism, which terms are defined as follows;
 1. electromagnetic field means any field of force that is made up of associated electric and magnetic components;
 2. electromagnetic radiation means any succession of electromagnetic waves;
 3. electromagnetism means magnetism that is developed by a current of electricity.
 - 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.
- 5.16 any Claim arising from the repair, replacement, recall, upgrade or withdrawal of any Products manufactured, sold, supplied, or distributed by the Insured.
- 5.17 any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving:
1. any violations of the responsibilities, obligations or duties imposed by the *Employment Retirement Income Securities Act of 1974* or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States jurisdiction;
 2. any violations of any responsibilities, obligations or duties imposed by the *Racketeer Influenced and Corrupt Organization Act of 1961* or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States jurisdiction;
 3. any violations of any responsibilities, obligations or duties imposed by the *Securities Act of 1933*, the *Securities Exchange Act of 1934* and the *Securities Fraud Enforcement Act of 1988* or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States jurisdiction;
 4. any violations of any responsibilities, obligations or duties imposed by the *Money Laundering Control Act of 1981* or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States jurisdiction;
 5. any violations of any responsibilities, obligations or duties imposed by the *Bank Security Act of 1970* and the *Right of Financial Privacy Act of 1978* or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States jurisdiction;
- 5.18 any actual or alleged breach of any anti-competitive, anti-trust, unfair competition, or restraint of trade legislation or regulation.

6. Conditions

6.1 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.

6.2 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.

6.3 Settlement of Claims and Deductible

Zurich will only handle a Claim if it exceeds the agreed Deductible.

Within one month of a Claim being settled, the Policyholder undertakes to refund Zurich for all Claim Expenses that Zurich shall have incurred within the amount of the agreed Deductible.

6.4 Settlement of Claims and Negotiated Settlements

Zurich undertakes on behalf of the Insured the handling and settlement of a Claim made against the Insured if the amount of Damages to be paid is expected to exceed the applicable Deductible.

The amount of damages to be paid by Zurich shall be based on a final decision of a court, a judicial authority or an arbitration court wherein an insured person is required to pay compensatory damages. Settlements made under court approval or out of court shall be deemed equivalent if Zurich has consented thereto in writing. The Insured shall neither admit nor settle any liability in whole or in part, nor incur charges and expenses without the prior written consent of Zurich. An Insured is obliged to support Zurich beyond the investigation of the facts and Circumstances and not to do or omit to do anything, which reduces or may reduce the rights of Zurich. On deliberate breach of these obligations by the Insured, Zurich shall not be liable for any consequences attributable thereto. It is a condition of the Insured's right to be indemnified under this Policy that the Insured shall give to Zurich such information and co-operation as Zurich reasonably requires at the Insured's expense. If Zurich wishes to settle a Claim and the Insured is opposed to such settlement, Zurich's total aggregate payments for Damages and Claim Expenses under this Policy shall be limited to the amount by which the Claim could have been settled in Zurich's opinion.

Attorney's fees and costs awarded to the Insured shall pass to Zurich to the extent of its payments under this Policy.

The choice of legal counsel will be left to the Insured subject to written approval from Zurich, such approval not to be unreasonably withheld.

6.5 Lawsuit

If a civil lawsuit is brought against the Insured, the latter will appoint the lawyer in mutual agreement between Zurich and the Insured. Zurich will bear the costs of the lawyer appointed.

Payments awarded to the Insured in legal proceedings will be due to Zurich up to the amount of the payment made towards the defence of any Claim. The Insured have to remit this amount to Zurich.

6.6 Multiple Claims

All Claims which directly or indirectly arise out of or are attributable to one originating source or cause shall be treated as a single Claim and shall be subject to one Limit of Liability and one Deductible.

6.7 Audit and Inspection

Zurich may audit or inspect and have copies of any of the Insured's books, records, information and operations at any time upon reasonable notice to the Insured as far as such books, records, information and operations relate to any Claim or Circumstance.

6.8 Other insurance

This policy does not cover any Claim in respect of which the Insured is entitled to indemnity under any other insurance.

6.9 Termination of contract

This contract is concluded for one year unless specifically endorsed hereto and will terminate on expiry.

6.10 Subrogation

Zurich shall be subrogated to all the Insured's rights of recovery against any person or organisation before or after any payment or indemnity under this Policy. The Insured will give all such assistance in the exercise of rights of recovery as Zurich may reasonably require. Such subrogated rights will first benefit Zurich and then the Insured.

Zurich agree not to exercise any such right against any of the Insured's directors or employees unless the Claim is brought about or contributed to by the dishonest, fraudulent, reckless, criminal or malicious act or omission of the director or the employee.

6.11 Changes to the Policy

The terms and conditions of this Policy may only be altered by a written endorsement issued by Zurich

6.12 Change in Risk

If during the Policy Period any of the below occurs, the Insured must give written notice to Zurich:

- A major change in the Products or Services provided
- A change in the Products or Services provided geographically.
- If the Insured increases by more than 10% of turnover
- If the Insured is a subject of a merger or acquisition.

Zurich is then entitled to impose additional premium, terms and conditions that they deem necessary.

6.13 Fraudulent Claims

If the Insured make any request for payment or indemnity knowing the same to be false or fraudulent as regards amount, or otherwise, this policy will be void and all payment and indemnity under this policy shall be forfeited

6.14 Avoidance

Without prejudice to the general law Zurich shall be entitled to avoid this policy immediately in the event of any material non-disclosure or misrepresentation by the Insured before its inception

6.15 Arbitration

The disputes or differences shall be referred to an arbitrator to be appointed in accordance with the relevant statutory provisions of Republic of China or, if there are no relevant statutory provisions in force, by agreement between Insurer and the Insured. Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition to precedent to any right of action against Insurer.

6.16 Applicable Law

The interpretation of this Policy is governed by and shall be construed in accordance with the laws of Republic of China. Any dispute shall be subject to the jurisdiction of the courts of Republic of China.

蘇黎世產物保險股份有限公司

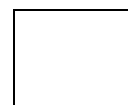
Zurich Insurance (Taiwan) Ltd

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。



蘇黎世產物資訊科技專業責任保險-商品簡介

98.10.29 (98)台蘇保行展字第 126210 號函

1. 承保範圍

本保險契約承保被保險人因以下原因造成第三人損失而遭受賠償請求:

- 1) 所提供的產品或服務與先前約定的書面說明不同而違反合約。
- 2) 所提供的產品或服務未達法規明示或暗示、基於安全考量或使用目的之品質。
- 3) 在提供產品或服務時，任何實際或主張的錯誤或疏漏過失行為。
- 4) 根據書面契約，被保險人對於數據的消磁遺失或資料錯誤所應負的責任。
- 5) 非故意的違反智慧財產權。
- 6) 對任何商業企業、產品或系統的誹謗。
- 7) 違反法令中關於保密、侵犯隱私、或資訊不當使用的相關規定。

以上規定僅適用於當被保險人或任何的承包商執行承保明細表中所約定的營業行為。此賠償申請需於保險期間內提出並以書面通知本公司，且此錯誤或疏漏的行為需發生在追溯日之後及保單到期日或延長報案期間屆滿日之前。

本公司對於符合以下情況的賠償請求和危險事件不負賠償責任：

- 被保險人在保險契約生效前已知情；
- 依本公司之判斷，被保險人應知情；
- 依本公司之判斷，被保險人已在本保險契約開始前通知其他保險人或應揭露於最新的要保書中。

2. 責任限額

本公司對於單一事故的賠償費用合併理賠費用的賠償限額及保期內所有賠償請求的累積總額不超過承保明細表中責任限額所列的金額。

3. 自負額

本公司對於每一賠償請求應負的賠償金額及理賠費用，乃指超過承保明細表中所列自負額的部分。

自負額應由被保險人自行承擔。自負額適用於每一賠償請求並包含損害賠償及理賠費用。

不論是對被保險人或代表被保險人支付自負額的第三人或公司，本公司對於自負額的部分不負任何賠償責任。

4. 延長報案期間

若本保險契約未能由本公司續保，保單持有人可要求延長保障期間 12 個月，但：

- a) 限被保險人於承保地區內提供的產品或服務所引起的賠償請求，且此賠償請求必須在延長後的保險契約到期日前提出
- b) 賠償限額不大於承保明細表中所載保險金額的規定

如果本公司簽發了續保報價單，在續保條件與前一保單條件不同的情況下，仍不應視為本公司未續保。本公司對於因延長承保期間所產生的應付保費有絕對的裁量權。被保險人可以書面通知本公司延長承保期間，此書面通知並需於保險契約到期日後 7 天內送達本公司。

5. 除外事項

本保險契約對於以下相關之損失不負賠償責任：

- 5.1 任何直接、間接、及可歸因於人身傷害和/或財產損失的損害賠償。除非上述人身傷害和/或財產損失是因被保險人提供計酬服務或通常會產生酬金的服務所導致。
- 5.2 因被保險人或其代理人錯誤評估其提供產品或服務的成本而產生的賠償請求
- 5.3 因可歸因於遲延提供產品或服務所致之賠償請求，除非上述遲延或未完成是因為被保險人的過失、錯誤或疏漏行為而違反其契約上應盡的責任及義務。雙方並了同意任何實際上或聲稱的交付遲延或遲延本身並不必然構成過失、錯誤或疏漏行為。
- 5.4 任何與下列相關的賠償請求：
 - * 針對被保險人的董監事及經理人的職權所提起。
 - * 被保險人身為雇主或潛在雇主，因不當解僱、不公平解僱，或因僱傭契約、聘請顧問或訓練契約所導致的賠償請求。
 - * 不論是否由被保險人的雇員提出，因性別、種族或其他騷擾和/或性騷擾，或對性別、種族、殘疾、性向、宗教、年齡的歧視或傷害，或其他類似性質的事情所引起的損害賠償請求。
- 5.5 因下列原因所致的賠償請求：
 - 罰金、稅金、其他補償性賠償；懲罰性賠償
 - 應支付給被保險人的退款、賠償、補償費用、成本
 - 法律上規定不可承保的損失
- 5.6 與下列原因相關或由下列原因所致的賠償請求：
 1. 對於股票、債券或任何可轉讓票據的評價。
 2. 經濟分析，不論是否經由電腦協助。
 3. 經濟和/或財務預測，不論是否經由電腦協助。
 4. 經濟和/或財務模擬，不論是否經由電腦協助。
 5. 電子交易或電子操作的可轉讓票據。
 6. 金錢或基金轉帳。
- 5.7 因被保險人的故意、不誠實、詐欺或刑事犯罪行為所引起的賠償請求。
- 5.8 不論直接或間接、全部或一部分因被保險人或其供應商或承包商失去清償能力所致者。
- 5.9 不論直接或間接、事實上或遭主張對任何專利或營業秘密的盜用、侵權或侵犯。

- 5.10 被保險人以其所參予合資的其他公司、事務所或機構名義所進行的工作引起的損害賠償。除非事先獲得本公司同意並於保險契約中擴大承保。
- 5.11 被保險人因契約或授權所承受的賠償責任。但縱無該項契約或授權存在，仍應由被保險人所負擔之責任，但已在承保範圍第一條(1) 及 (2)節承保者，不在此限。
- 5.12 實際或遭主張具有褻瀆、淫穢的色情描寫或產出所導致的賠償請求。
- 5.13 由下列原因所致的賠償申請：
- 任何惡意軟體的傳送。
 - 阻絕服務的攻擊或其他因電腦不當使用意圖對被保險人造成損害的駭客攻擊。
- 5.14 和任何檔案文件的遺失、損壞、滅失或重置、回復原狀的費用相關之賠償請求。此處所指檔案文件不包括數據資料。
- 5.15 因以下情形所引起的賠償請求：
- 直接或間接因使用、牽涉、偵測、移除、消滅石綿或與石綿相關之物品，所導致的實際或遭主張的人身傷害或損失。
 - 直接或間接可歸因於以下事件，或以任何形式牽涉
 - 離子化輻射、輻射或核能污染、核廢料、核能燃料所產生的核廢料。
 - 放射性、有毒、爆炸性或其他爆炸性核能裝置和有核能成分的輻射或污染。
 - 因可歸因於直接或間接污染物的排放或散播、釋放、流出。
 - 可歸責於任何與電磁場、電磁輻射或電磁學有關者（定義如下）
 1. 電磁場是指由相關電力和磁力構成的力。
 2. 電磁輻射是指任何連續的電磁波。
 3. 電磁是指電流所形成的磁力。
- 可歸因於戰爭(不論宣戰與否)、恐怖攻擊、破壞、武裝暴力、國際性武裝活動、內亂、恐怖份子行動等。
- 5.16 任何因修理、重置、回收、升級或撤回被保險人製造、販賣、供應或經銷的產品所致者。
- 5.17 因下列任何原因所致的賠償請求：
1. 違反 1974 年的 ERISA 法案或修正案或在美國及其管轄地境內實施的相關條文、法規、普通法所規定的責任、義務、職責。
 2. 違反 1961 年 RICO 的法案或修正案或在美國及其管轄地境內實施的相關條文、法規、普通法所規定的責任、義務、職責
 3. 違反 1933 年證券法案、1934 年的證券交易法案及或修正案或在美國及其管轄地境內實施的相關條文、法規、普通法所規定的責任、義務、職責。
 4. 違反 1981 年洗錢法案及或修正案或在美國及其管轄地境內實施的相關條文、法規、普通法所規定的責任、義務、職責。
- 違反 1970 年銀行證券法案、1978 年的金融機構隱私權法案及或修正案或在美國及其管轄地境內實施的相關條文、法規、普通法所規定的責任、義務、職責。
- 5.18 任何實際或主張因違反反競爭、反壟斷、不公平競爭或貿易禁運法規所致之損失。

6. 一般事項

6.1 索賠通知

被保險人在已給付保費的先決條件下，應在接獲賠償請求時，儘快於保險期間內，以書面方式通知本公司。

6.2 危險事件的通知

危險事件的書面通知應包含但不限於以下細項：日期、牽涉人員、被保險人知情之時間以及引起賠償請求的原因。

6.3 賠款理算及自負額

本公司只處理超過自負額部分的賠款。

在賠款理算完成後的一個月內，被保險人應歸還本公司在自負額範圍內先墊付的理賠費用。

6.4 賠款理算及談判

如果賠償金額預期超過自負額，則本公司將代表被保險人處理賠案的和解。

本公司應付之賠款，應以法庭或司法機構的終局判決或仲裁評斷的賠償金為基準。法院的判決或庭外和解的金額若已取得本公司書面同意，即為本公司應負之賠償責任。

在未得到本公司的書面同意之前，被保險人不得認諾任何責任也不得支付任何費用。被保險人應協助本公司調查事故的事實及狀況，不得忽略不做或做出任何事情，導致本公司權利減損。被保險人若違反前述義務，本公司對因此所產生之後果不負賠償責任。被保險人能獲得賠償的先決條件是必須自行負擔提供必要資訊的費用，並依本公司合理的要求與本公司合作。

如果被保險人不同意本公司所提供的和解建議，那麼本公司對於賠償金和理賠費用的總賠償責任僅限於本公司提議之和解金額。

被保險人所支付之律師費及訴訟費用皆應計算在總賠償金額內。

只要事先獲得本公司的書面同意，律師團可由被保險人選擇。本公司不得任意阻擋其權利。

6.5 訴訟

若被保險人成為被告，被保險人應出具委任狀予本公司與被保險人雙方同意的律師，律師費由本公司負擔。

訴訟中判決給被保險人的補償，被保險人應返還本公司。此金額以本公司所給付的理賠訴訟費用為上限。

6.6 多個被保險人、多次賠償申請及多個賠償申請人

所有直接或間接可歸因於同一起源或因素的賠償請求應視為一次賠償請求，故應扣除一次自負額並受限於一次事故責任限額。

6.7 稽核與檢查

本公司得在合理情況下通知被保險人，要求審閱或檢查並複製被保險人任何與賠償請求有關的帳簿、檔案紀錄、資訊和業務運作情況。

6.8 其他保險

若被保險人可從其他保險契約獲得賠償，則本保險契約對於此賠償請求不負賠償之責。

6.9 契約終止

除非有批單加註，否則本保險契約之有效期間為一年，並在合約到期日終止。

6.10 代位求償

對損害賠償之發生若另有應負賠償責任之第三人，在賠償前/後，保險人得代位取得被保險人對第三人的求償權。在合理狀況下，保險人可要求被保險人協助行使此項權利。因行使代位求償所得之金額以本公司為優先受償人，被保險

人為次受償人。

本公司同意不得對被保險人的董監事或受僱人行使代位求償權，除非事故之發生是因其不誠實、詐欺、疏忽、違法、惡意、遺漏等行為所導致者。

6.11 保險契約條件改變

如欲改變保險契約條件，則須由本公司簽發書面批單後，始生效力。

6.12 危險變更

在保險期間內，如有下列情況發生，被保險人應以書面通知保險人：

- 被保險人提供的產品或專業服務有重大的改變。
- 被保險人提供的產品或專業服務所在地點改變。
- 被保險人的營業額增加超過 10%
- 被保險人發生併購情事。

必要時本公司得要求增加額外的保險費及附加必要之條件。

6.13 不實的賠償請求

被保險人依據本保險契約請求賠償時，若有欺瞞或知悉該請求在金額或其他部分不正確者，則本保險契約即失去效力，本公司不需負任何賠償責任。

6.14 契約無效

在不違反法律規定的情況下，本保險契約生效日前，若被保險人對於本公司詢問的資料有所隱匿或陳述不實，本公司得立即撤銷本保險契約。

6.15 仲裁

應將爭議提交中華民國的指定仲裁機構，以該指定仲裁機構之相關規定來處理，如被保險人的商業範疇內無該指定仲裁機構，則雙方應設法取得協議。在此情況下，本公司僅同意執行由仲裁機構裁定後之判決。

6.16 準據法

本保險契約的準據法為中華民國相關的法律，並應依此對保險契約進行解釋。任何爭議都應該提交給中華民國的法院。