

Zurich Insurance (Taiwan) Ltd.

蘇黎世產物保險股份有限公司

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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。

商品文號：99.12.10 (99)台蘇保行展字第 125996 號函備查

**Zurich Exporter's Product Liability Insurance Policy(Claims-made Form)
(蘇黎世產物出口產品責任保險單-索賠基礎制)**

COVERAGES

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "Products Hazard" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages and "allocated loss adjustment expenses" is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this policy or "allocated loss adjustment expenses"; and
 - (3) Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Declarations and described in Section IV – Deductible.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period; and
 - (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or the Basic Extended Reporting Period provided under Section V.

- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such claim is received and recorded by any insured or us; or
 - (2) When we make settlement in accordance with Paragraph 1.a. above.

All claims for damages because of “bodily injury” to the same person, including damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury” shall be deemed to have been made at the time of the first of those claims is made against any insured.

All claims for damages because of “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

- d. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

Exclusions

This insurance does not apply to:

a. Aircraft Products

Any loss, demand, claim or “suit” arising from “your product” which is manufactured, designed or intended for use in any aircraft or spacecraft and which control, monitor or in any way affect the flying capabilities of any aircraft or spacecraft.

b. Asbestos

- (1) “Bodily injury” or “property damage” arising out of or which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
- (2) Any sums that any insured or other entity must pay, repay or reimburse because of any:
 - (a) Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - (b) Claim or “suit” for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - (c) Any other loss, cost or expense arising out of or relating in any way to asbestos.

c. Contractual Liability

“Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of “bodily injury” or “property damage”, provided:
 - (a) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

d. Damage To Impaired Property Or Property Not Physically Injured

“Property damage” to “impaired property” or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in “your product”; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” after it has been put to its intended use.

e. Damage To Property

“Property damage” to:

- (1) Property you own, rent, or occupy;
- (2) Property loaned to you; or
- (3) Personal property in the care, custody or control of the insured.

f. Damage To Your Product

“Property damage” to “your product” arising out of it or any part of it.

g. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

h. Employer’s Liability

“Bodily injury” to:

- (1) An “employee” of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured’s business; or
- (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an “insured contract”.

i. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

j. Fungi or Bacteria

- (1) “Bodily injury” or “property damage” which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure

to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

k. Intellectual Property Laws Or Rights

Any actual or alleged “bodily injury” or “property damage” arising out of, giving rise to or in any way related to any actual or alleged:

- (1) assertion; or
(2) infringement or violation;

by any person or organization (including any insured) of any intellectual property law or right, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

l. Lead

(1) “Bodily injury” or “property damage” arising out of, resulting from, caused by or related to, the actual, alleged or threatened:

- (a) Exposure to or existence of lead, paint containing lead, or any other material, product or substance containing lead; or
(b) Manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material, product or substance containing lead,

whether or not the lead is or was at any time airborne, ingested, inhaled, absorbed, transmitted in any fashion, or found in any form whatsoever, or whether any other cause, event, material, product or substance contributed concurrently or in any sequence to the injury or damage.

(2) Any sums that any insured or other entity must pay, repay or reimburse because of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, sample, monitor, clean up, remove, abate, cover, contain, treat, mitigate, or neutralize lead, paint containing lead, or any other material, product or substance containing lead, or in any way respond to, or assess the effects of lead in any form; or
(b) Claim or “suit” for damages relating to testing for, sampling, monitoring, cleaning up, removing, abating, covering, containing, treating, mitigating, or neutralizing lead, paint containing lead, or any other material, product or substance containing lead or in any way responding to or assessing the effects of lead in any form.

(c) Any other loss, cost or expense arising out of, caused by or relating in any way to lead.

m. Liquor Liability

“Bodily injury” or “property damage” for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of

alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

n. Personal and Advertising Injury

Any liability arising out of “personal and advertising injury”.

o. Pollution

(1) “Bodily injury” or “property damage” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

p. Professional Liability

Any claim, “suit”, loss or demand arising from the rendering or failure to provide professional service or advice for a fee or any error or omission connected therewith.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) “Your product”; or

(2) “Impaired property”;

if such product or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Silica or Silica-Related Dust

(1) “Bodily injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, “silica” or “silica-related dust”.

(2) “Property damage” arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, “silica” or “silica-related dust”.

(3) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, “silica” or “silica-related dust”, by any insured or by any other person or entity.

s. Terrorism

Any damages, loss, cost or expense arising out of any act of terrorism. For the purpose of this insurance, 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 organization(s) or government(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.

This policy also excludes any damages, loss, cost or expense arising out of any action in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon you.

t. Unapproved Goods Or Products

Any damages, loss, cost or expense arising out of the actual, alleged or threatened hazardous properties of goods or products:

(1) declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or products were declared unsafe before or after:

(a) the goods or products were disposed of, distributed, handled, manufactured or sold; or
(b) such damages were incurred; or

(2) disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority.

Subparagraph (1) above does not apply if the goods or products, to which this insurance applies, are declared unsafe by any governmental or regulatory authority during the policy period, provided the goods or products were disposed of, distributed, handled, manufactured and sold before the goods or products were declared unsafe.

u. War

“Bodily injury” or “property damage”, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

v. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SPECIAL CONDITION

1. VENDORS

a. any person or organisation which the Insured contracts to sell or distribute their product but
(1) only in respect of Bodily Injury or Property Damage arising out of the Insured's Products sold or distributed by such vendor and

(2) only if the Insured is required to insure such vendor by a written contract enacted before the Bodily Injury or Property Damage occurs and prior agreed by Zurich.

b. A person or organisation from whom the Insured acquires any product or ingredient or part or container which forms part of or which contains the Insured's Products is not an Insured under this Policy.

The insurance in respect of any vendor does not apply in respect of

(1) Liability for Personal 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

(2) Any express warranty not authorised by the Insured

(3) Any physical or chemical change in the Insured's Products made intentionally by or on behalf of the vendor

(4) Repackaging except when the Insured's Products are unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the Insured and then repackaged in the original container

(5) Any failure by the vendor to carry out inspections, adjustments, tests normally undertaken by the vendor in connection with the Insured's Products

(6) Any demonstration unless carried out by the vendor on the vendor's premises in connection with the sale of the Insured's Products

(7) The Insured's Products if labelled or relabelled or used as a container, part or ingredient of another product or substance by or for the vendor

(8) Any failure to maintain the product in merchantable condition

c. No provision of any contract or agreement between the Insured and the vendor shall have the effect of changing the coverage or limits of liability of this Policy.

2..FINANCIAL INTEREST COVER ENDORSEMENT

a. In this endorsement:

(1) "the Parent Company" means [name of parent].

(2) "Company" or "Companies" means the entities, each of which is a Subsidiary, Associated or Affiliated Company of the Parent Company, located in the countries or territories listed in the Appendix to this endorsement or any other countries or territories whose laws prohibit the insurer from covering or paying a loss under Difference in Conditions insurance or Difference in Limits insurance.

b. Companies are not parties to or beneficiaries under this Policy and have no rights under it.

Insurance benefits arising under the endorsement can only be paid to the Parent Company and only in the Parent Company registration country currency.

c. Where:

a loss is suffered by, or circumstances arise that may give rise to a claim against, or a claim is made against, a Company;

such claim would have been covered under the Policy if made directly by or against the Parent Company, and

the Parent Company is legally authorised or obliged to indemnify that Company against such claim and does so,

coverage of the Company under the Policy will apply to the said indemnity.

d. What is insured under the endorsement, are financial interest of the Parent Company invested in the aforesaid any subsidiary or affiliate companies, only where a loss is suffered to the financial interest of the parent, is where the endorsement claim will be paid.

e. Where the Parent Company owns participation of less than 100% in the aforesaid any subsidiary or affiliated companies, only the corresponding proportionate share of the loss can constitute a reduction of participation's value and consequently that is all that can be insured.

f. Matters known to the Company are deemed to be known to the Parent Company. Non-disclosure or misrepresentation of such matters shall not adversely affect the Parent Company's cover under the Policy other than in respect of the Company.

g. Where a Company incurs an Insured Loss:

duties and requirements imposed upon the Parent Company under the Policy in connection thereto shall be read as the Parent Company's duties to procure that these things are done by the Company; and

the Parent Company shall pay Insurers an amount equal to their share of any recoveries made by or on behalf of the Company as if such recoveries had been received by the Parent Company.

h. The terms of this endorsement shall prevail in the event of conflict with any other provisions of this Policy.

3. SANCTION EXCLUSION

Notwithstanding anything agreed to the contrary expressly or implicitly under the terms of this insurance contract, the following covers or activities are excluded under this contract:

Insurance cover or any other insurance related service for any exposure or business that would constitute any prohibited, embargoed or otherwise sanctioned transaction under Relevant Sanction Laws, be it for reasons of its geographical location, be it for the involved goods and services or other reasons as defined by the Relevant Sanction Laws, require a payment in connection with any Specifically Designated National, Aircraft or Vessel or other person or entity defined as improper beneficiary, insured exposure or business partner under any of the Relevant Sanction Laws (SDN) or otherwise result in any breach of applicable Relevant Sanction Laws. Relevant Sanction Laws under this contract are defined as follows: Any law, regulation or similar rule relating to trade sanctions and/or embargoes imposed by any authority in/of: (i) countries where any party to this contract is resident, domiciled or

otherwise business active, (ii) the United States of America, (iii) the United Kingdom, (iv) the United Nations and (v) the European Community.