

Zurich Insurance (Taiwan) Ltd

蘇黎世產物保險股份有限公司

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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。

99.12.10.(99)台蘇保行展字第 126206 號函

Zurich Product Liability Insurance Policy (Claims-made Form)

(蘇黎世產物產品責任保險-索賠基礎制)-商品簡介

LIABILITIES WHICH ARE INSURED

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2. Subject to the terms, limitations, definitions, exceptions and conditions of this Policy Zurich will pay to or on behalf of the Insured all sums which the Insured becomes legally liable to pay as compensation for

◆ **Bodily Injury and or**

◆ **Property Damage**

the first Claim in respect of which is first made against the Insured after the Retroactive Date stated in the Schedule and before the end of the Period of Insurance and which arises out of the nature condition or quality of the Insured's Products and which occurs within the Geographical Limits as a result of an Occurrence

LIABILITIES WHICH ARE NOT INSURED

11. Zurich will not be liable under this Policy for claims in respect of

AIDS, ASBESTOS, ETC.

11.1 Any liability arising directly or indirectly out of or consequent upon or contributed to or by

11.1.1 Human Immunodeficiency Virus (HIV) or any illness thereby induced, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC) or any related diagnostic or therapeutic products

11.1.2. Human implants;

11.1.3. Human biological materials including extracts therefrom

11.1.4. Asbestos, asbestos products or asbestos contained in any products

11.1.5. Tobacco

11.1.6. Urea Formaldehyde; Polychlorinated Biphenyl; 8-Hydroxychinoline derivatives; Contraceptives; Vaccine; Diethylstilbestrol; RU 486 and any other Chemical Abortifacients; Fenfluramine; Phentermine; Dexfenfluramine;

AIRCRAFT, RIGS, WATERCRAFT

11.2 Bodily Injury and/or Property Damage arising from the ownership, possession, legal control, operation, maintenance, loading, unloading or use of any

11.2.1 Aircraft or hovercraft or

11.2.2. oil drilling platform or rig or

11.2.3 Watercraft other than Watercraft which are manually propelled and less than 8 metres in length

11.3 Bodily Injury and/or Property Damage arising from the Insured's Products which are to the Insured's knowledge sold supplied erected manufactured installed serviced processed repaired or treated by or on behalf of the Insured for use in connection with oil drilling platforms rigs Aircraft Watercraft or nuclear installations

CARE CUSTODY AND CONTROL

11.4 Property Damage to property belonging to or in the custody, care or control of the Insured.

CONTRACTUAL LIABILITY

11.5 Liability for Bodily 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

DAMAGED PRODUCTS

11.6 Property Damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of the Insured's Products or work completed by the Insured

DESIGN, PLAN AND SPECIFICATION

11.7 Bodily Injury and/or Property Damage arising from the design plan formula pattern or specification provided by the Insured other than Bodily Injury and/or Property Damage arising from the design plan formula pattern or specification about any Insured's Products.

ELECTRONIC DATE RECOGNITION

11.8 Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any computer or other equipment or system for processing storing or receiving data, whether the property of the Insured or not, occurring at any time, to:-

11.8.1. correctly recognise any date as its true calendar date

11.8.2. capture save or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

11.8.3. capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date.

ELECTRONIC DATA

11.9 liability arising from

11.9.1 the transmission of any computer code, programme or other data

11.9.2 the unauthorised taking of or accessing of data

EMPLOYEE INJURY

11.10. Bodily Injury to any Employee in the service of the Insured or claiming compensation from the Insured under any Workers Compensation or similar legislation as a workman in the service of a subcontractor of the Insured.

FAILURE TO PERFORM

11.11. Any liability arising directly or indirectly from any failure of the Insured's Products to perform their intended function or meet the performance requirements of their specification.

INTELLECTUAL PROPERTY

11.12. Bodily Injury and/or Property Damage arising from the infringement of patents copyright trademark or registered design or other intellectual property.

PENALTIES AND FINES

11.13. Bodily Injury and/or Property Damage arising from

11.13.2. non-completion, non-performance or delay in completion of any contract or agreement or

11.13.3. the payment of any penalty sums fines or liquidated damages or punitive or exemplary or aggravated damages.

PROFESSIONAL LIABILITY

11.14. Bodily Injury and/or Property Damage arising out of a breach of the duty owed in a professional capacity by the Insured and/or by persons for whose breaches of such duty the Insured may be legally liable.

RECALL COSTS AND DAMAGES

11.15. Any costs or expenses arising from a recall of the Insured's Products

11.16. Damages claimed for the recall inspection repair replacement or loss of use of the Insured's Products or work completed by or for the Insured or of any property if such products are recalled from the market or from use because of any known or suspected defect or deficiency therein.

RADIOACTIVE CONTAMINATION

11.17. Bodily Injury and/or Property Damage directly or indirectly caused by or contributed to or arising from

11.17.1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

11.17.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11.18. For the purpose of this exclusion combustion will include any self-sustaining process of nuclear fission.

WAR

11.19. Bodily Injury and/or Property Damage arising from any consequence whether direct or indirect or war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

POLLUTION & CONTAMINATION

12. Bodily injury and/or Property Damage arising out and in connection with the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants by the Insured into or upon land atmosphere or any water course or body of water

12.1. in the United States of America or Canada.

12.2. elsewhere in the world unless such discharge, dispersal, release or escape is sudden and accidental

TERRORISM

12.3. any liability arising directly or indirectly out of or consequent upon or contributed to or by any injury, loss, damage, cost or expense arising from any consequence, whether direct or indirect, of

12.3.1. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

12.3.2. any other action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism

- 12.3.3. any failure to control, prevent or suppress any act of terrorism
- 12.4. For the purpose of this exclusion 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 organisation(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
- 12.5. If Zurich alleges that by reason of this exclusion, any claim for injury, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

12.5. If Zurich alleges that by reason of this exclusion, any claim for injury, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

23. The Insured will give written notice to Zurich of any Bodily Injury, Property Damage or claim or proceeding impending prosecution inquest or fatal accident enquiry immediately the same comes to the knowledge of the Insured or his legal personal representative
24. The Insured will not admit liability for or negotiate the settlement of any claim without the written consent of Zurich. Zurich will be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured will give all such information and assistance as the Company may require.
25. The Insured shall not waive or limit their right of recovery against any other party without the consent of the Company
26. The Insured will retain unaltered and unrepaired anything in any way causing or connected with any event which may give rise to any claim under this Policy for such time as the Company may reasonably require
27. If the Company is required to indemnify more than one party named in the definition in this Policy of the "Insured" the liability of the Company will not exceed in all the Limits of Liability stated in the Schedule
28. In connection with any claim or number of claims occurring in any one Period of Insurance the Company may at any time pay to the Insured the amount of the Limits of Liability stated in the Schedule (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the Company will be under no further liability under this Policy

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29. Vendors

29.1 any person or organisation which the Insured contracts to sell or distribute their product but

29.1.1 only in respect of Bodily Injury or Property Damage arising out of the Insured's Products sold or distributed by such vendor and

29.1.2 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.

29.2 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

29.2.1 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

29.2.2 Any express warranty not authorised by the Insured

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

29.2.4 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

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

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

29.2.7 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

29.2.8 Any failure to maintain the product in merchantable condition

29.3 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.

30..FINANCIAL INTEREST COVER ENDORSEMENT

30.1. In this endorsement:

30.1.1 "the Parent Company" means [name of parent].

30.1.2 "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.

30.2 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.

30.3. 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.

30.4 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.

30.5 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.

30.6 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.

30.7. 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.

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

31. 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.

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