

**蘇黎世產物保險股份有限公司**  
**Zurich Umbrella Liability Insurance Policy (蘇黎世產物傘護式責任保險單)**  
**產品簡介**

100.3.25 (100)台蘇保行展字第 125862 號函備查

(詳細內容請參閱本公司正式保險單條款)

### 承保範圍

針對本保單的承保條件，對於被保險人因下列事故發生而有法律上賠償責任的情形，蘇黎世將賠付超過被保險人自留限額的最終淨損失：

- a. 個人體傷
- b. 財產損害
- c. 廣告侵權責任

上述損失須由於被保險人的經營業務行為或所提供之產品所致，並發生在保險期間及承保區域的責任限額內。

### 除外責任

Zurich shall not be liable under this policy in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from: 蘇黎世概不承擔直接或間接引發於、關於、可歸因於或起因於以下事項的、無論何種性質根據本保單所生的保險責任：

#### 1. Advertising liability

Advertising liability arising from:

- (a) failure of performance of contract, but this shall not relate to claims resulting from unauthorised appropriation of ideas based upon alleged breach of an implied contract;
- (b) incorrect description of any article or commodity; or
- (c) mistake in advertised price.

#### 1. 廣告侵權責任

因下列事項引起之廣告侵權責任：

- (a) 違約行為，但不包括默式契約下對廣告創意之剽竊；
- (b) 對產品、商品或服務之不實描述；
- (c) 對產品、商品或服務價格之錯誤描述；

#### 2. Aircraft products

Any liability arising out of any of the insured' s products which, with the insured' s knowledge, are intended for incorporation into any critical part, the structure, machinery or controls of any aircraft.

#### 2. 航空產品

根據被保險人的認知，用來作為航空器的任何關鍵部分、結構、機械或操縱裝置的被保險產品所引發的任何賠償責任。

#### 3. Asbestos

Any liability directly or indirectly caused by or contributed to by or arising from asbestos or asbestos products or asbestos contained in any products.

#### 3. 石棉

直接或間接引發於、歸因於或起因於石棉或石棉製品或產品中所含石棉的任何責任。

#### 4. Aircraft, watercraft, hovercraft

Any liability arising out of the ownership, maintenance, possession, use or operation, loading or unloading, of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15 metres in length for use on inland or coastal waters).

However this does not apply:

- (a) to the extent that such cover is otherwise provided under any policies specified in

the schedule as Underlying Insurance.

(b) to non-owned aircraft, watercraft or hovercraft hired, leased or chartered by the insured with a pilot/master and crew; to the extent that such cover is otherwise provided under any policies specified in the schedule as Underlying Insurance.

#### 4. 航空器、船舶、氣墊船

任何因擁有、維修、佔有、使用、營運、裝載或卸載任何航空器、船舶或氣墊船(非船舶且不超過 15 米長的內陸或沿海水域用的船支)所致的賠償責任,但不適用於:

(a) 記載於本保單明細表上的任何條款將其列為承保標的。

(b) 非被保險人所有而受被保險人租用、包租且備有飛行員/船長及船員的航空器、船舶或氣墊船; 記載於本保單明細表上的任何條款將其列為承保標的。

#### 5. Contractual liability

any liability or obligation assumed by an insured person under any agreement or contract except to the extent that:

(a) the liability or obligation would otherwise have been implied by law;

(b) the liability or obligation arises from a provision in a contract for lease of real or personal property other than a provision which obliges you to effect insurance or provide indemnity in respect of the subject matter of contract;

(c) the liability or obligation is assumed by an insured person under any warranty under the requirement of Federal or State legislation in respect to product safety; or

(d) the liability or obligation is assumed under those agreements specified in the schedule.

#### 5. 契約責任

被保險人基於契約、保證或協議之所承擔的任何責任或義務, 但不包括:

(a) 任何基於法令所要求的責任或義務;

(b) 任何基於不動產或個人財物的租賃契約條款而要求您投保或提供損害賠償所生的責任或義務; (c) 被保險人基於法令規定對於產品安全的保證責任或義務。

(d) 該責任或義務已以協議方式載明於本保單明細表上。

#### 6. Custody and control

Property damage to property owned by, hired to or in the custody or control of the insured or any employee or any party acting on behalf of the insured, other than:

(a) guests', visitors', directors', officers', employees' or partners' personal effects;

(b) motor vehicles in a car park, unless the car park is owned or operated by the insured for reward;

(c) premises at which the insured is undertaking work in connection with the business; or

(d) any building (including its fixtures and fittings) leased, hired or rented to the insured provided Zurich shall not be liable in respect of liability assumed by the insured under a tenancy or other agreement which would not have attached in the absence of such agreement.

#### 6. 管理或控制

被保險人、其任何員工或其代表人代替被保險人管理或控制的財物受有損害時, 除非:

(a) 其為客戶、訪客、董事、監事、員工或合夥人個人因素所致

(b) 停車場內的動力車輛, 除非該停車場為被保險人所有或可從其營運得到報酬

(c) 被保險人在其處所內執行與其營業性質相關的業務

(d) 任何被保險人租賃、租用或出租的建築物(包括其配件或裝置), 假如縱無租賃或其他契約而被保險人仍需負責時, 蘇黎世不承擔任何責任。

#### 7. Deliberate acts

Any deliberate act or omission of the insured or any employee and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

#### 7. 蓄意行為

任何被保險人或其任何員工的故意行為或過失, 且這個行為或過失的本質或狀況是可以被合理推測的。

#### 8. Injury to employees

## 受僱員工之體傷

Any liability to indemnify or pay compensation arising out of:

任何賠償責任或賠付肇因於:

(a) any policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation, whether or not the insured is a party to such contract of insurance;

(a) 根據任何與勞工賠償相關的法令所要求的保險，無論被保險人是否為該保險契約的當事人。

(b) any scheme created by legislation to provide compensation to persons who sustain personal injury arising out of or in the course of their employment; or

(b) 任何基於法令創設提供受僱員工在就業時遭受體傷所應提供的賠償計畫。

(c) with any claim for employment practices.

(c) 任何與僱用慣例有關的索賠。

This policy shall not be drawn into contribution with such insurance or scheme.

本保單將不對這類保險或計劃提供貢獻。

This Exclusion does not apply with respect to liability of others assumed by the insured under any written contracts.

本除外責任不適用於被保險人基於任何書面契約所保證的其他責任。

However if the insured:

但倘若被保險人:

(d) is required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or any common law liability (whether limited or not) for personal injury; or

(d) 基於法律要求應投保或提供基金，無論透過自己保險、法定基金或其他法定計劃，或任何對於體傷的常見法律責任(無論是否為有限責任)。

(e) is not required to so insure or otherwise fund such liability by reason only that the personal injury is to a person who is not a "worker" or "employee" within the meaning of the relevant workers' compensation law or the personal injury is not an injury which is subject to such law,

(e) 沒有被要求對於這些責任去保險或提供基金，只因為該遭受體傷之人不是勞工賠償相關法令所定義之"勞工"或"受僱人"，或者該體傷並非法律所認定的體傷。

then this policy will cover liability for personal injury to the extent that the insured's liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had the insured complied with its obligations pursuant to such law.

則本保單將延伸承保被保險人因遵循法令而成立之基金、計劃、保單或自己保險協議所不承保的體傷責任。

## 9. Information technology hazards

### 資訊科技風險

Any liability arising out of:

任何肇因於下列事項的責任

(a) the insured's internet operations; or

(a) 被保險人的網路營運

(b) property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

(i) the use of any computer hardware or software;

(ii) the provision of computer or telecommunication services by the insured or on the insured's

behalf; or

the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

(b) 電腦資料、程式及其儲存媒體之財產損害是直接或間接肇因於或與之相關:

(i) 電腦硬碟或軟體的使用

(ii) 由被保險人或其代表人所提供電腦或通訊服務;或

(iii) 使用第三人所擁有的電腦硬體或軟體，無論是否得到授權，且包括由於電腦病毒所引起的損害。

However this Exclusion does not apply to:

(i) personal injury, property damage or advertising liability arising out of any material which is already in print by the manufacturer in support of any of its products, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site; or

(ii) liability which arises irrespective of the involvement of the insured's internet operations.

但本除外責任不適用於:

(i) 由製造商在印刷以支援其任何產品所引起的個人體傷、財產損害或廣告侵權責任，包括但不限於產品使用和安全說明或警告，以及在其網站上轉載所致的上述損失;或

(ii) 不涉及被保險人網路營運所致的責任

#### 10. Liquidated or punitive damages

違約或懲罰性損害

Any liability for any amount in respect of:

(a) fines or penalties; or

(b) liquidated, punitive or exemplary damages or multiplication of awards.

對於任何責任所致的下列任何金額:

(a) 罰金或罰鍰;或

(b) 違約、懲罰、懲戒性損害或加乘之報酬

#### 11. Loss of use

未能使用之損失

Any liability for any amount in respect of loss of use of tangible property which has not been damaged, lost or destroyed as a result of:

(a) a delay in or lack of performance by or on behalf of any insured in respect of any contract or agreement; or

(b) the failure of the products to meet the level of performance, quality, fitness or durability expressly

or implied warranted or represented by an insured.

However Exclusion 11(b) above does not apply to loss of use of other tangible property resulting from the sudden and accidental damage to or destruction of the products after such products have been put to use by any person or organisation other than the insured.

對於未能使用尚未毀損、遺失或毀滅的有形財產，其任何責任額肇因於:

(a) 不符合被保險人或其代表人所簽訂任何合約或協議的延遲或功能不符;或

(b) 產品表現未達水準、品質不符、不合適或耐用度不符被保險人所明示或默示之保證

然而以上除外責任 11(b) 不適用於其他實體產品的未能使用是肇因於這些產品已被被保險人以外的任何個人或組織使用後所發生的突發及意外的產品損害或毀損。

#### 12. Motor vehicle liability

機動車輛責任

Any liability arising out of the use of a motor vehicle owned by, or in the physical or legal control of the insured:

由於使用被保險人所有、實質或法律控制中之機動車輛所致的任何責任

(a) which is required by law to be registered; or

(a) 法律要求登記的機動車輛

(b) in respect of which insurance is required by virtue of any legislation.

(b) 根據任何法令規定所需的保險

However this Exclusion does not apply to:

但此除外責任不適用於

a motor vehicle (other than a motor vehicle owned or used by or on behalf of the insured) whilst that motor vehicle is in a car park owned or operated by the insured other than for income or reward as a car park operator;

停放在被保險人所有或經營之停車場的車輛 (非被保險人或其代表人所有或使用中之車輛)，且該停車場之運作並無收入或報酬

personal injury or property damage occurring during the loading or unloading of a motor vehicle caused by or arising from the collection or delivery of any goods from or to the

motor vehicle where such personal injury or property damage occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability;

個人體傷或財產損害發生在因配送任何貨品而從車輛中上下卸貨，且該個人體傷或財產損害發生未超過任何馬路或街道的負載，而適用法亦無要求投保這類的責任保險

accidental or erroneous failure to maintain such statutory insurance; or

(iii) 因意外或疏漏而未維持投保這類強制保險; 或

personal injury or property damage where insurance is provided by an Underlying Policy, but then only to the extent of the cover provided by such policy.

個人體傷或財產損害可由基層保險提供，但僅延伸承保超過該保單的部分

### 13. Pollution

污染

Any liability arising out of:

任何責任肇因於

personal injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants into or upon any property, land the atmosphere or any watercourse or body of water (including ground water);

直接或間接起因於污染物外洩、滲漏、遷移、擴散、釋放或流入任何產品、土地、天空、任何水路或水裡 (包括地下水) 所致的個人體傷或財產損害

personal injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others;

直接或間接因廢棄或傾倒任何產品所引起的污染物外洩、滲漏、遷移、擴散、釋放或流出而造成的個人體傷或財產損害

the cost of removing, nullifying or cleaning up pollutants; or

搬遷、廢止或清除污染物的成本; 或

the cost of preventing the escape of pollutants.

預防污染物流出的成本

Exclusions 13 (a) and (c) above shall not apply where the claim arises from a sudden identifiable, unintended and unexpected from the insured's standpoint which takes place in its entirety at a specific time and place during the period of insurance and occurs outside of North America, however the total aggregate limit of liability during any one period of insurance shall not exceed the Limit of Liability.

上述除外責任 13 (a) 與 (c) 不適用於從被保險人觀點，該索賠是突發無法辨識、無意圖、未預期將發生在整段保險期間或保險期間內某一時點，且發生在北美以外。然而在任一保險期間內累積賠償責任限額不應超過保單所載的責任限額。

### 14. Professional liability

專業責任

Any liability arising out of the rendering or failure to render professional advice or service by the insured, or any error or omission in connection with; however this Exclusion shall not apply to:

(a) the insured's liability in respect of personal injury or property damage resulting from the provision of professional advice or services, or any error or omission in connection with the insured's products which is not given for a fee; or

(b) the rendering or failure to render professional advice by any employee to provide first aid or other medical services at the insured's premises.

Medical services excludes advice or services provided by a qualified medical practitioner, nurse or first aid attendant.

任何責任肇因於被保險人未能提供專業建議或服務，或過程中任何錯誤或疏漏; 然而本除外責任不適用於:

(a) 被保險人未得到報酬而提供專業建議或服務，或被保險人之產品之錯誤與疏漏所致的個人體傷與財產損害; 或

(b) 未能提供專業建議是因為任何員工在被保險人處所已提供緊急支援或其他醫療服務

醫療服務不包括適格的醫療執行者、護士或最早抵達現場者所提供的建議與服務

### 15. Radioactive contamination

## 輻射污染

Any liability arising out of:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

However this shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical, scientific or research pursuits.

任何責任肇因於:

任何核能燃料引起的離子化輻射或污染或燃燒任何核能燃料所產生的核能廢棄物; 或爆炸的核能配料或成分所致任何輻射的、有毒的或其他有害物質但不適用於該處所在一般產業的、教育的、醫療的、科學的或研究用途所附帶發生而製造或生產的輻射同位素、鐳或鐳複合物所造成的責任

## 16. Repair and replacement

### 修復與重置

Any liability arising out of:

- (a) the cost of rectifying defective work carried out by or on behalf of the insured;
- (b) property damage to any of the insured' s products causing personal injury or property damage; and
- (c) the costs or expenses of recalling, removing, repairing, recovering, altering or replacing the insured' s products arising from a defect in or an error in connection with the sale or supply of such products or the guaranteed performance of the insured' s products or the unsuitability thereof for the use for which they are supplied.

任何責任肇因於

被保險人或其代表因矯正不良作業所致的成本  
被保險人任何產品的財產損害所造成的個人體傷或財產損害  
肇因於銷售、供應被保險人產品或被保險人產品的品質保證、或被保險人供應的產品在使用上有不適的情形發生而有瑕疵或疏漏時所引起的回收、拆除、修理、回復、更改、替換被保險人產品所生的成本與費用

## 17. Specific products and substances

### 特殊產品與物質

Any liability arising out of:

任何責任肇因於

urea formaldehyde; 尿素甲醛

- (b) silicon based human implants; 人工移植所使用的矽
- (c) AIDS, HIV or HIV related illness; 愛滋、愛滋病毒或相關的疾病
- (d) contraceptives and RU 486; 避孕藥與 RU486
- (e) human biological materials including extracts thereof (e.g. blood, plasma, plasmaproteins, immunoglobulins, cells, tissue, organs, urine, excretions, etc.); 人工生物物質, 包括其萃取物(如血液、血漿、血漿蛋白、免疫球蛋白、細胞、組織、器官、尿液與分泌物)
- (f) genetically modified seeds or organisms; 基因改造種子或生物
- (g) vaccines; 疫苗
- (h) application or use of polychlorinated biphenyls including polychlorinated biphenyl generated dibenofurans and dioxins; 氯化聯苯的應用或使用, 包括氯化聯苯產生的二苯呋喃與戴奧辛
- (i) tobacco and tobacco related products; or 菸草或相關製品
- (j) the manufacture or supply of all pharmaceutical active ingredients including medical implants. 製造或提供所有藥品的活性成分, 包括醫療移植的活體素

## 18. Terrorism

### 恐怖主義

Any injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any

other cause or event contributing concurrently or in any other sequence to the loss.

直接或間接肇因於任何恐怖行為所致的任何傷亡、損失、損害、成本與費用,無論是否由其他任何原因或事件同時引起或任何其他連續損失

This Exclusion also excludes injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

本除外責任也排除直接或間接由於任何關於控制、預防、鎮壓或任何與恐怖行為有關的方式所致的體傷、損失、損害、成本與費用

If Zurich alleges that by reason of this Exclusion, any injury, loss, damage, cost or expense is not covered by this

policy the burden of proving the contrary shall be upon the insured.

如果蘇黎世主張此除外責任時,被保險人對於任何不在本保單承保的體傷、損失、損害、成本與費用應負擔舉證責任

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

假設本除外責任的任一部分被發現為無效或不具強制執行力的,其餘的部分仍完全具有效力與效果

#### 19. War

Any liability arising out of any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

戰爭

肇因於任何戰爭、入侵、外敵行為、敵對(無論是否宣戰)、內戰、叛亂、革命、暴動或軍事篡奪權利所致的任何責任

免費申訴電話: 0800-880550

資訊公開查閱: <http://www.zurich.com.tw> 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。