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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。

Zurich Manufacturers Errors & Omissions Insurance Policy
(蘇黎世產物製造商錯誤與疏漏責任保險)-商品簡介

100.5.27(100)台蘇保行展字第 125912 號函備查

1. Insurance Cover

Zurich will pay to or on behalf of the **insured**:

I. financial injury and claim expenses resulting from any **claim** based upon a negligent act, error or unintentional omission resulting in a defect, deficiency, inadequacy or dangerous condition in the **insured's**:

- **product**, or the failure of the **insured's product** to perform in accordance with the terms and conditions of a written contract or agreement,
- **services**, or the failure of the **insured** to perform their **services** in accordance with the terms and conditions of a written contract or agreement,
- product descriptions or warranties regarding fitness, performance, quality or use of the **product**, or
- providing or failure to provide instructions or warnings in connection with the **product**;

II. any financial injury sustained by a third party resulting in a claim made against a customer of the **insured**, to the extent that it is contractually required of the **insured**, including **claim expenses**, provided that:

- a. any claim is such that if it were made upon the **insured**, the **insured** would be entitled to be indemnified by the **policy**;
- b. where possible, Zurich shall have the right to assume the conduct and control of any such claim; and
- c. this policy shall not extend to provide cover in respect of the customer's own breach of duty or other loss which has not been assumed by the **insured** under its contract with the customer."

provided that the **claim** is made during the **policy period** and reported to Zurich in writing not later than 30 days after the expiration of the **policy** or Extended Reporting 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 **claim** or **circumstance** known to the **insured** prior to inception of this **policy** or that 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.

第一條 保險責任

1. 保險責任

蘇黎世將向**被保險人**支付或代表**被保險人**承擔以下賠償責任：

- I. 基於過失行為、錯誤或非故意疏忽所導致**被保險人**在以下方面出現缺陷、不足、不充分或危險情況，提出的任何**索賠**所導致的**經濟損失**和**索賠費用**：
- **產品**，或**被保險人的產品**性能不符合書面契約或協議條款和條件的規定，
 - **服務**，或**被保險人提供的服務**不符合書面契約或協議條款和條件的規定，
 - 產品描述或有關**產品**適用性、性能、品質或用途的保證，或
 - 提供或未能提供與**產品**有關的說明或警告；
- II. 第三方遭受的**財務損失**，包括**索賠費用**；起因於**被保險人**依合約要求所應承擔之責任且受到**被保險人**的客戶提出**索賠**，但應符合以下前提條件：
- a 如果**索賠**是向**被保險人**提出的，**被保險人**有權獲得**保單**賠償；
 - b 只要可能，蘇黎世有權處理並控制任何此類**索賠**；且
 - c 本保單不擴展承保該客戶自己違反職責的責任，或者根據與客戶的合約**被保險人**不予承擔的其他損失。

索賠應當在**保險期間**內提出，並在**保險期間**或延長報案期間屆滿後三十日內（含）書面向蘇黎世報案，且該行為、錯誤或疏忽應當在追溯日當日或以後但在**保險期間**或延長報案期間屆滿前首次發生；且

對於在本**保單**生效前**被保險人**已知的，或者本**保單**生效前根據任何其他保險**被保險人**應當已經知曉或已經通知的，或者在最近向蘇黎世提交的**要保書**中應當已經披露的任何**索賠**或**保險事故**，蘇黎世在本**保單**下不承擔保險責任。

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 **property damage**.

5.2 any **claim** directly or indirectly arising out of, based upon, attributable to or as a consequence of, any **personal injury**, unless the **claim** arises out of a **financial injury** to others resulting from the ownership, maintenance or use of the **insured's products** or **services**. This insurance does not cover any obligation to pay, share, or repay any **damages**, loss, cost or expense to or with any person or organisation who must pay any **damages**, loss, cost or expense for any **personal injury**.

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**, or failure to deliver any **product** or begin any **service**, unless such a delay arises from an actual or alleged negligent act, error or omission committed by the **Insured** in the execution of any 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 at law.

5.6 any claim:

- made against or by the **insured** prior to the commencement of the **policy period**; or
- directly or indirectly arising from or attributable to any **circumstances** of which the **insured** was aware or of which a reasonable person in the circumstances would have been aware, prior to the commencement of the **policy period**.

5.7 Any claim directly or indirectly related to aircraft, aerial or aerospace device or missile or any related products, including any:

- Article, equipment, material, part or spare part installed or incorporated in, on or under any aircraft, aerial or aerospace device or missile, or furnished or used in connection therewith;
- Air or space communication, guidance or navigation system;
- Ground control, handling or support equipment or tools furnished or used in connection herewith;
- Equipment or tools in connection with manufacturing, repairing or servicing any of the above;
- Blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the above; or
- Engineering or other advice, instruction, labour or service relating to any of the above

5.8 any claim arising out of, based upon, attributable to or as a consequence of any intentional, dishonest, fraudulent or criminal act committed by or with the knowledge or consent of the **insured**.

5.9 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**.

5.10 any claim arising directly or indirectly out of, based upon, attributable to or in any way connected with any actual or alleged misappropriation, infringement or violation of any patent or trade secret.

5.11 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**.

5.12 any claim arising under any warranty, guarantee or under any contractual obligation but only to the extent the warranty, guarantee or contractual obligation is not otherwise covered under Section 1

Insurance Cover.

This exclusion does not apply if and only to the extent that the **insured** would have been liable without such warranty, guarantee or contractual obligation.

5.13 any **claim** made by an **insured** against another **insured**, unless the first mentioned **insured** is an additional insured under this insurance added by an endorsement and is otherwise a **third party** and is not a person or organisation as defined as an **insured** in article 8.11 of this **policy** or an insured Joint Venture.

Also excluded are claims against the **insured** by any:

- person or organisation that controls, either directly or indirectly, interests entitled to vote generally in the election of the governing body of any organisation that is an insured,
- member or partner of any partnership or joint venture in which any insured has any interest,
- director, officer, shareholder, employee, custodian of property or legal representative of the insured or any organisation described above.

5.14 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.

5.15 any **claim** arising from the repair, replacement, recall, upgrade or withdrawal of any **products** manufactured, installed, sold, supplied, or distributed by the **insured**, including the repair, replacement, recall upgrade or withdrawal of any goods containing or incorporating the **insured's products**, regardless of whether such adjustment, inspection, recall, removal, repair, replacement or withdrawal is performed by any **insured** or others.

This exclusion does not apply to other **financial injury** sustained by others and only resulting from the loss of use of any **products** manufactured, installed, sold, supplied or distributed by the insured, including any goods containing or incorporating the **insured's products**.

5.16 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;

5.17 any claim for actual or alleged breach of any anti-competitive, anti-trust, unfair competition, or restraint of trade legislation or regulation.

第五條 除外責任

5. 除外責任

本保單不對被保險人承擔以下原因導致的賠償責任：

- 5.1 任何直接或間接引發於、基於、歸因於或來源於任何**財產損壞**的**索賠**。
- 5.2 任何直接或間接引發於、基於、歸因於或來源於任何**人身傷害**的**索賠**，但因擁有、維持或使用**被保險人的產品或服務**導致其他人遭受**財務損失**而引起的**索賠**除外。因任何**人身傷害**而須支付任何**損害賠償**、損失、成本或費用的任何人或組織，本保險不向其支付、與其分擔，或償還任何**損害賠償**、損失、成本或費用。
- 5.3 任何引發於、基於、歸因於或來源於任何**產品或服務**提供的延誤、未能交付任何**產品**或開始任何**服務**，但是因為在簽署任何合約過程中，**被保險人**實際出現或被指稱出現過失、失誤或疏忽導致的延誤除外。本合約當事雙方理解並同意，任何實際的或被指稱的延遲交付或延誤本身並不構成實際的或被指稱的過失、失誤或疏忽。
- 5.4 任何以下**索賠**：
 - **被保險人的董事或高階管理人員**因擔任其職務遭受的**索賠**。
 - 因**被保險人**作為任何雇員的雇主或潛在雇主所應承擔的義務而引起的**索賠**，包括錯誤辭退、不公正辭退的**索賠**，或根據任何勞動合約、顧問訂金合約或培訓合約提出的**索賠**。

- **僱員**或非僱員提出的，指控性騷擾、種族騷擾或其他騷擾，和/或性猥褻，和/或性別、種族、殘疾、性取向、宗教和/或年齡歧視或迫害，或任何其他形式的歧視或迫害的**索賠**。

5.5 任何引發於、基於、歸因於或來源於以下原因的**索賠**：

- 罰款、稅金、罰金、三倍或其他倍數的補償性損害賠償或懲罰性或懲戒性損害賠償；或
- 支付給**被保險人**的任何收費、費用或成本的退還、歸還或抵消，或者依法不可保的任何其他損害賠償。

5.6 任何以下**索賠**：

- **保險期間**開始前**被保險人**遭受或提出的**索賠**；或
- 因**保險期間**開始前**被保險人**知道或者在有關情況下應當合理知道的**保險事故**直接或間接導致或歸因於該保險事故的**索賠**。

5.7 直接或間接與航空器、高空或航太設備或導彈或任何相關產品有關的任何**索賠**，包括：

- 任何航空器、導彈、高空或航太設備內部、上或下方所安裝或所包括的任何物件、設備、材料、部件或備件，或者為相關目的提供或使用的任何物件、設備、材料、部件或備件；
- 任何大氣或太空通信、引導或導航系統；
- 為本條相關目的提供或使用的任何地面控制、搬運或支援設備或工具；
- 用於上述各項的生產、維修或保養有關的任何設備或工具；
- 為上述各項提供或使用的任何藍圖、設計、圖紙、資訊、指令、手冊、地圖、意見、報告、陳述、軟體、規格、調查、培訓輔助材料、警告或保證或工程或其他數據；或者
- 與上述內容有關的任何工程或其他建議、指令、勞務或服務

5.8 任何引發於、基於、歸因於或來源於**被保險人**親自做出、知曉或同意的任何故意、不誠實、欺詐性或犯罪行為的**索賠**。

5.9 任何全部或部分直接或間接基於或歸因於**被保險人**或其任何供應商和/或**承包商**的失去清償能力，而對**被保險人**提出的**索賠**。

5.10 直接或間接引發於、基於、歸因於或以任何方式涉及實際的或被指稱的侵佔、侵犯或違反任何專利或商業秘密行為的**索賠**。

5.11 **被保險人**以其所參予合資（因而成為當中一部份）的其他公司、企業或機構名義所進行的工作引起的**索賠**。除非事先獲得本公司同意並於保險契約中擴大承保。

5.12 任何保證、擔保或合約義務引起的**索賠**，但僅限於該保證、擔保或合約義務未以其他方式屬於“第一部分：保險責任”承保範圍的情形。
但縱無該保修、保證或合約義務的存在，**被保險人**也將承擔賠償責任時，本除外責任條款不適用。

5.13 **被保險人**之間的任何**索賠**，除非提出**索賠**的**被保險人**經由批單成為本保險規範下的附加被保險人，並且以其他方式成為**第三方**，且不屬於本保單第 8.11 條所規定的作為**被保險人**的個人或組織，也不屬於被保險合資企業。

以下人士對**被保險人**提出的**索賠**，亦不屬於保險責任範圍：

- 由被保險人直接或間接控制選舉被保險人管理機構的普通表決權權益的人或組織，
- 被保險人擁有權益的任何合夥或合資企業的股東或合夥人，
- 被保險人或上述任何組織的董事、高階管理人員、股東、雇員、財產託管人或法定代表。

5.14 任何以下**索賠**：

- 涉及石棉或因石棉的使用、存在、檢測、清除、消除或避免，直接或間接因石棉或任何實際的或被指稱與石棉有關的損失、傷害或損害引起或導致的**索賠**。
- 任何直接或間接引發於、基於、歸因於或來源於，或以任何方式涉及以下原因的**索賠**：
 - 放射能產生的，或源於核燃料或核燃料燃燒後的核廢料的電離輻射或污染；
 - 任何爆炸性的核組件或核成分的放射性、有毒、爆炸性或其他危險屬性。
- 直接或間接引發於、基於、歸因於、來源於或以任何方式涉及實際的、被指稱的或威脅的**污染物**排放、發散、釋放或洩漏的**索賠**。
- 引發於、基於、歸因於或來源於任何電磁場、電磁輻射或電磁性的**索賠**，具體術語定義如下：
 1. 電磁場是指任何由相關電力和磁力原件組成的力場；
 2. 電磁輻射是指電磁波的擴散；
 3. 電磁性是指電流產生的磁性。
- 引發於、基於、歸因於、來源於或以任何方式涉及戰爭（不論是否宣戰）、內戰、恐怖主義行為、蓄意破壞、武裝力量、國際武裝行動、內亂或恐怖分子行為的**索賠**。

5.15 任何因**被保險人**所生產、安裝、出售、供應或經銷的任何**產品**的維修、更換、召回、升級或撤銷引起的**索賠**，包括包含或組成**被保險人產品**的任何商品的維修、更換、召回、升級或撤銷，不論有關調整、檢驗、召回、拆除、維修、更換或撤銷是由**被保險人**還是任何其他他人進行。

只有因為**被保險人**生產、安裝、出售、供應或經銷的任何**產品**（包括包含或組成**被保險人產品**的任何商品）無法使用而導致其他人遭受其他**財務損失**的，方不適用本除外責任。

5.16 直接或間接基於、引發於、有關於、來源於或以任何方式涉及以下原因的任何**索賠**：

1. 違反美國《1974 年雇員退休收入保障法》或其修正案或者美國或其任何管轄下領地頒佈的任何類似規定、制定法或普通法規定的責任、義務或職責；
2. 違反美國《1961 年反犯罪組織侵蝕合法組織法》或其修正案或者美國或其任何管轄下領地頒佈的任何類似規定、制定法或普通法規定的任何責任、義務或職責；
3. 違反美國《1933 年證券法》、《1934 年證券交易法》、《1988 年證券欺詐執行法》或其修正案或者美國或其任何管轄下領地頒佈的任何類似規定、制定法或普通法規定的責任、義務或職責；
4. 違反美國《1981 年反洗錢法》或其修正案或者美國或其任何管轄下領地頒佈的任何類似規定、制定法或普通法規定的責任、義務或職責；
5. 違反美國《1970 年銀行安全法》和《1978 年金融隱私保護法》或其修正案或者美國或其任何管轄下領地頒佈的任何類似規定、制定法或普通法規定的任何責任、義務或職

責；

5.17 任何實際的或被指稱的違反不正當競爭、反壟斷、反不公平競爭或限制貿易的法律法規的索賠。

7. Claims Conditions

7.1. Allocation

If a **claim** includes both covered and uncovered matters or because a **claim** is made against both the **insured** and others who are not insured under this **policy** (including those persons or entities referred to in the **schedule** as the **insured**), the **insured** and Zurich shall use their best efforts to agree upon a fair and proper allocation between covered **damages** and uncovered **damages** having regard to the relative legal and financial exposures attributable to the covered and uncovered parties and/or matters. Zurich will only be liable under this **policy** for amounts attributable to covered matters and parties, and Zurich's liability for **damages** and **claim expenses**, otherwise payable by Zurich shall be reduced to reflect such fair and proper allocation.

If requested by the **insured**, Zurich shall submit any dispute on allocation to a Counsel to be mutually agreed by Zurich and the **insured** on the basis that the Counsel shall determine the allocation according to his or her view of the fair and proper allocation, but having regard to the relative legal and financial exposures attributable to covered and uncovered matters and parties, and the overriding intention referred to in this clause Claims Condition Allocation. The costs of Counsel shall constitute **claim expenses** for the purposes of the **policy** and be part of and not in addition to the **limit of liability**.

Any such determined allocation of **claim expenses** on account of a **claim** shall be applied retrospectively to all **claim expenses** on account of such **claim**, notwithstanding any prior advancement on a different basis. Any advancement of **claim expenses** shall be repaid by the **insured** severally according to their respective interests, if and to the extent that it is determined that such amounts paid are not insured by this **policy**.

Any allocation of **claim expenses** in connection with a **claim** shall not pre-determine the allocation of other **damages** on account of such **claim**. In any arbitration, suit or other proceedings between Zurich and the **insured** no presumption shall exist as to a fair and proper allocation, but will be governed by the intention set out in this clause.

7.2. Co-operation

The **insured** must at its own expense disclose to Zurich all relevant information and provide full co-operation and assistance to Zurich so as to enable Zurich to investigate and defend any **claim** or to determine its liability under this **policy**.

7.3. Defence and Settlement

Zurich shall be entitled at its option (but not obliged) at any time to take over and conduct in the name of the **insured** the defence or settlement of any **claim** against the **insured**, and to claim indemnity or contribution at any time, in the name of the **insured**, from any party against whom the **insured** may have such rights.

The **insured** shall, at its own cost, upon our request give all such information, co-operation and assistance to Zurich as may reasonably be required, to enable the investigation and defence of a **claim** and to make any cross-claim for contribution, indemnity or damages and/or to determine Zurich's liability under this **policy**.

Where Zurich elects to assume the conduct of the defence and/or settlement of a **claim**:

- (a) Zurich shall retain the right to actively participate in the defence and settlement of the **claim** in respect of which indemnity is sought under this **policy**; and
- (b) the **insured** shall assert all appropriate defences and cross-claims for contribution, indemnity or

damages and shall take all reasonable steps in defence of the **claim**.

7.4. Loss Prevention and Mitigation

- (a) The **insured** shall, as a condition to **cover**, take all reasonable steps to prevent any breach of professional duty or circumstance which may cause or contribute to any **claim** or **damages** which may be covered under the **policy**; and
- (b) The **insured** must act reasonably at all times and take all reasonable steps to prevent, avert or minimise any known circumstances likely to cause any **damages** that might give rise to a **claim** under this **policy**.

7.5. Settlement Disputes

Zurich shall not require the **insured** to contest any **claim** unless a Counsel (to be mutually agreed upon between Zurich and the **insured**) advises that such **claim** should be contested. In formulating such advice, the Counsel shall take into consideration the economics of the matter (including potential **damages** and **claim expenses**) and the prospects of the **insured** successfully defending the **claim**. The cost of such Counsel's opinion shall be deemed to be part of **claim expenses**.

In the event that Zurich recommends settlement in respect of a **claim** and the **insured** does not agree that such **claim** should be settled, the **insured** may elect to contest such **claim** provided always that Zurich's liability shall not exceed the amount for which the **claim** could have been settled plus **claim expenses** incurred with Zurich's prior written consent up to the date of such election. The **insured** shall not unreasonably withhold consent to any settlement recommended by Zurich.

7.6. Reporting and Notice

The **insured** as a condition precedent to the right to be indemnified under this **policy** shall provide written notice to Zurich as soon as the **insured** becomes aware of any **claim** made against an **insured**. Written notice shall include but not be limited to full particulars as to dates and persons involved, the nature of the alleged or potential claim, date and manner in which the **insured** first became aware of the matters underlying the **claim**.

All notices under any provision of the **policy** shall be put in writing and given by courier, certified mail, email or fax properly addressed to the appropriate party. Any notice under or in connection with this **policy** that relates to a **claim** or **loss** shall be given to the appropriate Zurich branch office, addressed as follows:

Zurich Insurance (Taiwan) Ltd

56 Tun Hwa North Road, Taipei, Taiwan 10551, R.O.C

Attention: Financial Lines, Claims Manager

All other notices shall be given to the Financial Lines Underwriter at the appropriate Zurich branch office. Notice shall be deemed to be received and effective upon actual receipt thereof by the addressee.

7.7. Subrogation

If indemnity is granted under this **policy** in respect of any **claim** or **damages** then Zurich shall be subrogated to all the **insured's** rights of recovery in respect of such **claim** or **damages** regardless of whether or not any payment has been made or the **insured** has been compensated in full for their **damages**. The **insured** will give all such assistance in the exercise of rights of recovery.

The **insured** must refrain from doing anything that might prejudice the actual or potential rights of recovery against any party. Any amounts recovered shall be allocated in the following order; recovery costs, uninsured damages, to Zurich for any **damages** or **claim expenses** paid to the **insured** and to the **insured** for its **deductible**.

Zurich will not exercise any such right of subrogation against any of the **insured's** directors, officers 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, officer or **employee**.

7.8. Currency

All **premiums**, limits, **deductibles** and other amounts under this **policy** are expressed and payable in the currency indicated and shown on the **schedule** for the **limit of liability**. If judgment is rendered, settlement is denominated or another element of **damages** under this **policy** is stated in a currency other than this currency, payment of covered **damages** due under this **policy** (subject to the terms, conditions, exclusions and limitations of this **policy**) will be made either in such other currency at the option of Zurich and if agreeable to the **insured** or, in the currency indicated and shown on the **schedule** for the **limit of liability**, at the rate of exchange published in The Wall Street Journal on the inception date of this **policy** (or if not published on such date the next publication date of The Wall Street Journal).

第七條 索賠事項

7. 索賠事項

7.1 責任分攤

如果**索賠**既包括責任範圍內也包括責任範圍外的事務，或者**索賠**的物件既包括本**保單**規範下的**被保險人**也包括非本**保單**承保的其他人（包括**保單明細表**中註明為**被保險人**的個人或實體），則**被保險人**與蘇黎世應當盡一切努力達成一致，在公正恰當的基礎上，就歸因於責任範圍內和責任範圍外的當事方和/或事務的相對法律和經濟責任，分攤責任範圍內和責任範圍外的**損害賠償**。本**保單**規範下蘇黎世僅承擔歸因於責任範圍內的當事方和事務的金額，且如果蘇黎世應當賠償任何**損害賠償**和**索賠費用**，則蘇黎世的賠償責任，應當相應減少，以反映前述公正恰當的責任分攤。

如果應**被保險人**請求，蘇黎世應當將任何有關責任分攤的爭議提交蘇黎世與**被保險人**一致同意的顧問裁決，顧問應當根據自己對公正恰當分攤責任的判斷決定責任的分攤，但還應當考慮涉及歸因於責任範圍內和責任範圍外的事務和當事方的相對法律和經濟責任大小，以及“索賠條件-責任分攤”一條的最終目的。顧問的費用應當構成本**保單**規範下的**索賠費用**，並且是**賠償責任限額**的一部分，而非外加。

針對任何一項**索賠**的**索賠費用**分攤裁定，應當追溯性地適用於該**索賠**的所有**索賠費用**，不論之前是否根據不同的原則進行墊付。如果裁定墊付的**索賠費用**不屬於本**保單**規範下的保險責任，則**被保險人**應根據各自的權益比例分別退還。

與任何**索賠**有關的**索賠費用**的責任分攤，不預先決定該**索賠**有關的其他**損害賠償**的責任分攤。在蘇黎世與**被保險人**之間的任何仲裁、訴訟或其他程式進行過程中，對公正恰當的責任分攤不得有預先假設，應當按照本條的意圖進行確定。

7.2 合作

被保險人必須在自行承擔費用的情況下向蘇黎世告知一切相關資訊，全面配合蘇黎世並向蘇黎世提供一切協助，以便於蘇黎世調查並抗辯任何**索賠**，或者確定在本**保單**規範下的責任。

7.3 抗辯與和解

蘇黎世有權自行決定（但沒有義務）隨時接手並以**被保險人**的名義對**被保險人**所遭受任何**索賠**進行抗辯或和解，並隨時以**被保險人**的名義，根據**被保險人**可能擁有的權利，要求任何當事方賠償或分擔責任。

被保險人收到本公司要求時，應當自行承擔費用，向蘇黎世提供一切可能合理要求的資訊、配合

與協助，以便進行**索賠**的調查和抗辯，以及對他方提出分擔、賠償或損壞賠償請求，以及/或者確定蘇黎世在本**保單**規範下的賠償責任。

蘇黎世決定負責**索賠**的抗辯和/或和解時：

- (a) 蘇黎世有權主動參加本**保單**承保之**索賠**的抗辯與和解；並且
- (b) **被保險人**應當採取一切恰當的責任分擔、賠償或損害賠償的抗辯和交叉索賠措施，並採取一切合理的措施進行**索賠**抗辯。

7.4 預防和減輕損失

- (a) **被保險人**應採取一切合理的措施來預防任何可能違反其專業職責並可能導致，或造成**索賠**或**損害賠償**的**保險事故**，此為承保的先決條件。
- (b) **被保險人**必須永遠明理行事並且採取一切合理的措施來預防，避免或最小化任何在此保單下已知並可能造成任何**損害賠償**或引起**索賠**的**保險事故**

7.5 和解爭議

蘇黎世不得要求**被保險人**對任何**索賠**提出異議，除非（蘇黎世與**被保險人**一致同意的）顧問建議應當對該**索賠**提出異議。提出建議時，顧問應當考慮事件的經濟方面（包括可能的**損害賠償**和**索賠費用**）以及**被保險人**成功抗辯的機率。顧問提供建議的費用視為**索賠費用**的一部分。

蘇黎世建議對**索賠**進行和解，而**被保險人**不同意和解的，則**被保險人**可以選擇對該**索賠**提出異議，但是在任何情況下，蘇黎世的賠償責任，都不得超過**索賠**的和解金額加上選擇抗辯前發生的並經蘇黎世書面同意的**索賠費用**。**被保險人**無正當理由，不得拒絕同意蘇黎世提出的和解建議。

7.6 報告和通知

被保險人知悉針對**被保險人**的任何**索賠**後，應當儘快書面通知蘇黎世，才有權根據本**保單**的規定獲得賠償。

書面通知應當包括但不僅限於有關日期和人員、被指稱或可能的索賠的性質、**被保險人**首次知悉**索賠**相關事宜的日期和方式等所有詳細細節。

本**保單**任何規定規範下的通知，應當採用書面形式，並通過特快專遞、掛號郵件、電子郵件或傳真方式，送達有關當事方的正確位址。本**保單**規範下或與之有關的任何通知，涉及**索賠**或**損失**的，應當送達以下蘇黎世辦公室：

蘇黎世產物保險股份有限公司
10551 台北市敦化北路 56 號
收件人：專業責任險理賠經理

所有其他通知應當送達有關蘇黎世分支機構的專業責任險核保員。通知自收件人實際收到時視為送達並發生效力。

被保險人故意或者因重大過失未及時按照本條的規定通知蘇黎世，致使保險事故的性質、原因、損失程度等難以確定者，蘇黎世對無法確定的部分，不承擔賠償或者給付保險金的責任，但蘇黎世通過其他途徑已經及時知道或者應當及時知道保險事故發生者除外。

7.7 代位求償

如果根據本**保單**的規定決定對任何**索賠**或**損害賠償**進行賠付，則蘇黎世有權代位行使**被保險人**與該**索賠**或**損害賠償**有關的一切追償權利，不論是否已經實際賠付，亦不論**被保險人**的**損害賠償**是否得到全額補償。**被保險人**應當為追償權利的行使提供一切協助。

被保險人已經從有關責任方取得賠償的，蘇黎世賠償保險金時，可以相應扣減**被保險人**已從有關責任方取得的賠償金額。

保險事故發生後，在蘇黎世未賠償保險金之前，被保險人放棄對有關責任方請求賠償權利的，蘇黎世不承擔賠償責任；蘇黎世向被保險人賠償保險金後，被保險人未經蘇黎世同意放棄對有關責任方請求賠償的權利的，該行為無效；由於被保險人故意或者因重大過失致使蘇黎世不能行使代位請求賠償的權利的，蘇黎世可以扣減或者要求返還相應的保險金。

被保險人不得有任何可能損害針對任何當事方的實際的或可能的追償權的行為。追償所得金額應當按以下順序分配：追償費用、保險責任範圍外的損害賠償、支付給蘇黎世以補償支付給被保險人的任何損害賠償或索賠費用，然後支付給被保險人以補償自負額。

蘇黎世將不對被保險人的任何董事、高級管理人員或雇員行使代位求償權，但針對或涉及該董事、高級管理人員或雇員的不誠實、欺詐性、魯莽性、犯罪或惡意作為或不作為的索賠除外。

7.8 貨幣

本保單規範下的所有保費、責任限額、自負額和其他金額，都採用保單明細表中“賠償責任限額”一欄所註明的貨幣表示和支付。判決、和解或本保單規範下任何其他損害賠償要素採用的貨幣與該貨幣不同者，本保單規範下承保損害賠償的支付（在符合本保單條款、條件、除外責任和責任限額規定的前提下），經蘇黎世決定並經被保險人同意，可以採用該其他貨幣，或者按本保單生效之日《華爾街日報》公佈的匯率（當日未公佈匯率的，以《華爾街日報》下一個公佈日公佈的匯率為準），採用保單明細表中“賠償責任限額”一欄所註明的貨幣。