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110年12月21日兆產備字第1104300715號函備查

## Chung Kuo Third Party Liability Insurance

### A. CONSTRUCTION & OPERATIONAL THIRD PARTY LIABILITY

#### I. INSURING AGREEMENT

##### 1. INSURED

For the avoidance of doubt: In addition to Insured set out in A. Declarations further Insured are:

- i) legal representatives of the Insured and other persons employed for the management and supervision of the insured operation or part thereof as well as occupational safety specialists as defined in the Occupational Safety Act, safety nominees, environmental protection nominees (e.g. nominees for protection against emission, radiation, water pollution, waste disposal and the like) and data protection nominees, all in their capacity as such;
- ii) contractors, be they self-employed or freelance personnel (e.g. engineers, technicians, supervisors), for loss or damage these persons cause while fulfilling their duties in the interest of the Insured.

##### 2. COVERAGE

Insurer agrees, subject to the terms, conditions and exclusions herein, to indemnify the Insured for Ultimate Net Loss which the Insured shall be obliged to pay by reason of:

- i) liability imposed upon the Insured by law, and/or
- ii) Express Contractual Liability,

for Bodily Injury or Property Damage or resulting financial loss caused by an Occurrence, provided always that the Occurrence takes place during the Project Period and arises out of the works associated with this Project.

##### 3. THE INSURED'S RETAINED LIABILITY

Regardless of the number of:

- i) Insureds under the Policy,
- ii) persons or organisations who sustain Bodily Injury or Property Damage, or
- iii) claims made or suits brought on account of Bodily Injury or Property Damage,

Insurer shall only be liable for Ultimate Net Loss exceeding the Deductible set forth in A. Declarations in respect of each and every Occurrence including expenses, liability, debris removal, uncollected accrued charges and legal fees, and/or defence charges, or all combined.



**4. LIMIT OF LIABILITY**

Limit of Liability set out in A.6. is the limit of Insurer' liability for all Ultimate Net Loss by reason of any one Occurrence irrespective of the number of Insured's claims or claimants. The Limit of Liability shall be reduced and may be exhausted by Ultimate Net Loss payments. Insurer shall not be obliged to make any Ultimate Net Loss payment once the Limit of Liability is met, or upon deposit of the available Limit of Liability in a court of competent jurisdiction.

**5. DEFENCE AND SETTLEMENT**

Insurer shall not be called upon to assume charge of the settlement or defence of any claim or suit brought or proceeding instituted against the Insured, but Insurer shall have the right and shall be given the opportunity to associate with the Insured in the defence and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve amounts payable by Insurer, in which event the Insured and Insurer shall co-operate in all matters in the defence of such claim, suit or proceeding.

**II. TERMS & EXTENSIONS OF COVER**

**1. NOTICE TO INSURER**

In the event of an Occurrence, the Insured shall provide written notice to Insurer as soon as is practicable stating the following:

- a) the specific Occurrence; and
- b) the damages which may result or has resulted from the Occurrence; and
- c) the circumstance by which the Insured first became aware of the Occurrence.

In respect of claims to which the liability, Exclusion 11 applies, the Insured shall provide such notice within the timing requirements set forth in that exclusion.

**2. ADMISSION OF LIABILITY**

The Insured shall not in any way acknowledge or admit any liability on account of any Occurrence nor settle nor negotiate the settlement of any claim or suit resulting therefrom, nor without the consent of Insurer, incur any expense other than such immediate medical or surgical aid as is imperative at the time of the accident.

**3. CROSS LIABILITIES**

In the event of one Insured incurring liability to any other Insured, this liability of the Policy shall cover the Insured against whom the claim is or may be made in the same manner as



if separate policies had been issued to each Insured. However, the inclusion of more than one Insured hereunder shall not operate to increase the Limit of Liability.

In no case shall this liability of the Policy provide coverage for any physical loss of or physical damage to or defects discovered in the property insured.

Coverage in respect of Other Insured does not apply to actual or alleged liability to other contractors and/or vendors and/or suppliers for consequential loss, loss of profit or business interruption.

**4. OTHER INSURANCE**

The insurance provided under the liability shall be primary to, and receive no contribution from, any other insurance maintained by or for the benefit of Principal Insured and/or Other Insured.

**5. CONTINGENT MARINE LIABILITY**

Notwithstanding Exclusion 5 of this Policy, indemnity is provided to the Insured in respect of their contingent liability (legal and/or Express Contractual Liability) for their own use of watercraft not owned by them for the purposes of the Business provided that the Insurer shall maintain their rights of subrogation against the owners and/or operators of such watercraft.

**6. CONTINGENT MOTOR LIABILITY**

Notwithstanding Exclusion 2 of this Policy, this policy will indemnify the Insured and no other party or person in the terms of this Policy in respect of legal liability for Bodily Injury or loss of or damage to Property as defined arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.

The Insurer shall not be liable for:

- a) Bodily Injury or loss of or damage to Property arising while such vehicle is being driven by any person who to the knowledge of the Insured does not hold a licence to drive or is disqualified from holding or obtaining such a licence.
- b) Loss of or damage to any such vehicle or its contents



III. **DEFINITIONS**

1. **“Bodily Injury”** means bodily injury, sickness or disease, including death resulting therefrom (and including damages allowed for loss of service) and mental anguish, provided such injuries are accidentally sustained by any person by reason of the Insured's operations as declared hereunder.
2. **“Resulting financial loss”** shall cover financial loss and/or damages as a result of a bodily injury and/or property damage.
3. **“Claims Expenses”** shall mean reasonable legal costs and other expenses incurred by or on behalf of the Insured in the defence of any covered claim including attorney's fees and disbursements, investigation, adjustment, appraisal, appeal costs and expenses and pre and post judgement interest, excluding salaries, wages and benefits of the Insured's employees and the Insured's administrative expenses.
4. **“Damages”** shall mean compensatory damages, monetary judgements, awards, and/or compromise settlements entered with Insurer' consent, but shall not include fines or penalties, punitive damages, exemplary damages, equitable relief, injunctive relief or any additional damages resulting from the multiplication of compensatory damages.
5. **“Express Contractual Liability”** means liability that the Insured has expressly assumed prior to any occurrence covered by this Policy in:
  - a. any written contract; or
  - b. any oral contract reduced to writing within 7 days after the contract is orally agreed.
6. **“Occurrence”** means an accident, including continuous or repeated exposure to conditions, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured.

All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence

7. **“Property Damage”** means physical loss of or physical damage to or destruction of tangible property, including the loss of use thereof, and including the loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence during the Policy Period, and such losses are accidentally sustained by reason of the Insured's operations as declared hereunder.
8. **“Ultimate Net Loss”** shall mean the total sum the Insured is obliged to pay as Damages, and shall include Claims Expenses in respect of claims covered under this Policy.
9. **“Products”** includes any completed operation and means any commodity, article or thing (after it has ceased to be in the possession or under the control of the Insured) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the Insured or by others trading under the name of the Insured (including any container thereof other than a motor vehicle).



**IV. POLICY EXCLUSIONS**

The coverage provided does not apply to actual or alleged liability:

1. arising out of operations in intentional violation of any national, international, federal or state statute or law;
2. caused by any automobile, tractor, trailer, vehicle (other than hand propelled), team, locomotive, freight cars or aircraft. This exclusion shall not apply to any crawler type tractor, ditch or trench digger, power crane, shovel, grader, scraper and similar equipment, not subject to motor vehicle registration;
3. for Bodily Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of:
  - a) war (whether declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of property by or under the order of any government or public or local authority; or
  - b) the consequence of any act for political or terrorist purposes of any person or persons whether or not agents of a sovereign power and whether or not the loss, damage or expenses resulting therefrom are accidental or intentional;
4. for indemnification of persons for damage to or loss of their tools, materials or equipment while performing operations for any Insured;
5. arising out of the use or operation of watercraft, whether owned, time chartered, bareboat chartered or operated by any Insured, or for which any Insured may be responsible other than as declared hereto; nevertheless, coverage is given for the use of non-floating subsea mobile equipment or burial tools;

**In deviation to the provisions set out under 6. to 9. hereunder the following applies:**

In respect of liability claims filed or asserted by domestic and foreign social insurance carriers by right of recourse as a consequence of bodily injury sustained by employees of the Insured, insurance cover shall be provided for such claims which occurred during the Policy Period.

In respect of liability claims filed or asserted as a consequence of bodily injury sustained by employees of sub-contractors of the Insureds as well as freelancers contracted by the Insureds, insurance cover shall be provided for such claims which are filed or asserted against any Insured directly by the injured party and where such claims occurred during the Policy Period.

Nevertheless, claims listed below shall remain excluded from the insurance cover:

- Occupational Diseases; however recourse claims by foreign social security carriers are insured;
  - damage caused by genetic risks, asbestos or substances containing asbestos, radiation risks as well as by electrical and/or electromagnetic fields;
  - damage caused by environmental impact;
6. to Insured's employees, whether the Insured is liable as an employer or in any other capacity, including without limiting the generality of the foregoing any liability under any workers' compensation law, unemployment compensation law, disability benefit



law, United States Longshoremen's and Harbour Workers' Compensation Act, Jones Act, Death on the High Seas Act, General Maritime Law, Federal Employers' Liability Act, or any similar laws of liabilities, and/or whether by reason of the relationship of master and servant or employer and employee or not;

7. to the spouse, child, parent, brother, sister, relative, dependent or estate of any employee of an Insured arising out of the bodily to or illness or death of said employee, whether the Insured may be liable as an employer or in any other capacity whatsoever;
8. arising out of Bodily Injury to any employee of the Insured, including without limiting the generality of the foregoing any such liability for (i) indemnity or contribution whether in tort, contract or otherwise and (ii) any liability of such other parties assumed under contract or agreement;
9. of any employee of any Insured with respect to Bodily Injury to another employee of the Insured sustained in the course of such employment;
10. which any director, officer, partner, principal, employee or stockholder of the Insured may have to any employee of any Insured;
11. for Bodily Injury or Property Damage directly or indirectly caused by or arising out of seepage, pollution or contamination however caused whenever or wherever happening;

This exclusion shall not apply when the Insured has established all of the following conditions:

- a) the seepage, pollution or contamination was caused by an event;
- b) the seepage, pollution or contamination was sustained by a third party;
- c) the event first commenced on an identified specific date during the Policy Period set out in A.3.;
- d) the event was first discovered by the Insured within 30 days of such commencement;
- e) Insurer received written notification of the event from the Insured within sixty (60) days of the Insured's first discovery of the event; and
- f) the event did not result from the Insured's intentional violation of any statute, rule, ordinance or regulation.

Even if the above conditions a) to f) are satisfied, this Policy does not apply to any actual or alleged liability:

- i) to evaluate, monitor, control, remove, nullify or clean up seeping, polluting or contaminating substances to the extent such liability arises solely from any obligations imposed by any statute, rule, ordinance, regulation or imposed by contract;
- ii) to abate or investigate any threat of seepage onto or pollution or contamination of the property of a third party;
- iii) for seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any Insured, or which is or was at any time in the care, custody or control of any Insured (including the soil,



- minerals, water or any other substance on, in or under such owned, leased, rented or occupied property or property in such care, custody or control);
- iv) arising directly out of the transportation by the Insured of oil (other than fuel or other substances used in furtherance of the Insured's operations) or other similar substances by watercraft; or
  - v) arising directly or indirectly from seepage, pollution or contamination which is intended from the standpoint of the Insured or any other person or organisation acting for or on behalf of the Insured;
12. for or arising out of the handling, processing, treatment, storage, disposal, dumping, monitoring, controlling, removing or cleaning-up of any waste materials or substances, or arising out of such waste materials during transportation;
13. for loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Insured;
14. for fines, penalties, liquidated damages, aggravated damages, punitive or exemplary damages, including treble damages or any other damages resulting from multiplication of compensatory damages;
15. arising out of goods or products manufactured, sold, handled or distributed by the Insured or by others trading under his name, including any container thereof;
16. for damage to or loss of use of:
- i) property owned or occupied by or rented or leased to the Insured;
  - ii) property used by the Insured; or
  - iii) property in the care, custody or control of the Insured or over which the Insured is for any purpose exercising physical control;
17. for the costs of removal, recovery, repair, alteration or replacement of any product (or any part thereof) which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired or altered by or on behalf of the Insured in the normal course of the Insured's operations;
18. a) The rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith;
- b) Advice, design, formula or specification given by or on behalf of the Insured.

Provided that this exclusion does not apply to the rendering of first aid or medical services on the Insured's premises by medical persons employed by the Insured.

19. for Bodily Injury or Property Damage directly or indirectly arising out of: asbestos; carpal tunnel; coal dust; polychlorinated biphenyl's; methyl tertiary butyl ether; silica; benzene; lead; talc; dioxin; electromagnetic fields; pharmaceutical or medical drugs/products/ substances/devices; or any substance containing such material or any derivative thereof;
- "Asbestos" means:
- a) That group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite; or



- b) That group of man made mineral fibres that comprises mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres,

And includes Asbestos products and products containing Asbestos.

20. for Bodily Injury, Property Damage or expense directly or indirectly caused by or contributed to or arising from:
- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - iv) radioactive contamination however caused whenever or wherever happening;
21. assumed under a warranty for the fitness or quality of the Insured's products or a warranty that work performed by or on behalf of the Insured will be done in a workmanlike manner.
22. Property Damage to Insured Property.  
“Insured Property” means property of every description having any connection whatsoever with the Project shown in A.2. It shall also include permanent and temporary works or structure, materials and supplies, formwork, falsework, scaffolding, props and the like, principal supplied materials, contract consumables, plans and other documents, construction plant and machinery.
23. Damages claimed for, and/or the costs of withdrawal, recall, inspection, repair, replacement, disposal or loss of use of the Insured’s Products or of any property of which such Products form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
24. Damage to the Insured’s Product if such Damage is attributable to any defect therein or harmful nature or unsuitability thereof.
25. Any Product guarantee given by or on behalf of the Insured.
26. Completed Operations (only applicable for Section 1). “Completed Operations” means contracts or work which have been completed and handed over to Principal/Owner but does not include any initial operations.



## **B. GENERAL CONDITIONS**

### **1. SPECIAL CONDITIONS FOR OTHER INSURED**

The interest of the Other Insured shall be covered for their direct participation in the Project, unless specific contract(s) contain provisions to the contrary.

The rights of any Insured under this insurance shall only be exercised through the Principal Insured. Where the benefits of this Policy have been passed to an Insured by contract, the benefits passed to that Insured shall be no greater than such contract allows and in no case greater than the benefits provided under the insuring agreements, terms, conditions and exclusions in the Policy.

### **2. MULTIPLE INSURED CLAUSE**

It is noted and agreed that the Insured described in the A. Declarations comprise more than one insured party each operating as a separate and distinct entity and that cover shall apply in the same manner and to the same extent as if individual policies had been issued to each Insured provided that the total liability of the Insurer to all Insureds collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the Policy.

### **3. NON-VITIATION CLAUSE**

Subject to the two paragraphs below, it is further understood and agreed that the Insurer shall be entitled to avoid liability to or (as may be appropriate) claim damages from a party comprising the Principal Insured and Other Insured in circumstances of fraud, deliberate material misrepresentation, deliberate non-disclosure or deliberate breach of any warranty or condition of this Policy (each referred to in this clause as a Vitiating Act).

It is however understood and agreed that a Vitiating Act committed by one party comprising the Principal Insured and Other Insured shall not prejudice the right to indemnity of any other party comprising the Principal Insured and Other Insured which has not committed that Vitiating Act.

The Insurer hereby agree to waive all rights of subrogation or action which they may have or acquire against any Insured except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a Vitiating Act in which circumstances the Insurer may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured.

### **4. REPRESENTATIVE CLAUSE**

The Insurer may claim a vitiating act or a breach of contractual obligation only with respect to a wilful act or omission of the representatives of an Insured and only against the Insured whose representative has breached such contractual obligation. Only the following shall be deemed to be representatives of the Insured:

- Incorporated company: board members
- Company with limited liability: general managers
- Limited partnership: general partners
- General partnership: partners
- Company incorporated under civil law: partners
- Private entities: owner
- Foreign entities: representatives

### **5. SEPARATE POLICIES**

Privilege is granted to issue separate policies as may be required.



## 6. CO-INSURANCE AND LITIGATION

- 6.1. The Insurers under this Policy are liable for their share only. They are not jointly and severally liable.
- 6.2. The Leading Insurer shall be authorized to accept the Principal Insured's notifications and declarations of intent on behalf of the Co-Insurers.
- 6.3. The declarations made by the Leading Insurer and the agreements made between Leading Insurer and the Principal Insured shall be binding upon the Co-Insurers. However, without the approval (consent or permission) of the Co-Insurers, of whom each must give its approval, the Leading Insurer shall not be entitled to:
- a) increase sums and/or limits beyond the percentage or maximum amounts stated in A. Declaration;
  - b) change the provisions on termination of the Policy or the Policy Period;
  - c) extend the scope of coverage by amendment of the Policy wording or reduce the Deductible and/or Premium. This shall not apply to Premium reduction due to cessation of the insured interest.
- 6.4. To the extent that the same basis of contract applies to the Co-Insurers, the following shall be understood:
- a) In case of a dispute arising from this Policy, the Principal Insured shall assert his claim in Expert Determination, in Arbitration or in court only against the Leading Insurer and for that Insurer's share.
  - b) The Leading Insurer shall be authorized by the Co-Insurer(s) to bring all actions and litigations arising from or relating to this Policy, including the submission of recourse claims, Expert determination or Arbitration, also in respect of their shares as claimants or defendants. The Co-Insurers shall therefore accept as binding upon them any final court decision against the Leading Insurer or any such decision resulting from Expert Determination or Arbitration, brought by or asserted against the Leading Insurer. This shall also apply to any compromise settlement negotiated by the Leading Insurer after the commencement of litigation (post litem motam) or Expert Determination or Arbitration.
  - c) If the share of the Leading Insurer does not cover the amount in dispute on appeal, the Insured shall be entitled and, upon request of the Leading Insurer, obliged to extend the action to a second insurer, if necessary, even to a third or more Insurer, until this sum is covered. If this request is not met, section b) (sentence 2) above shall not apply.

## 7. LAW

It is understood and agreed that the Policy shall be governed by law and jurisdiction of Taiwan. Any dispute, controversy or claim arising out of or relating to the Policy shall be submitted to and determined by the courts of the city where the first named Principal Insured is located, which shall have exclusive jurisdiction of all such matters.

For the avoidance of doubt, it is noted and agreed that any provisions of this Policy which are detrimental for the Insured in comparison to the provisions of the [Country] insurance contract act are not intended and shall not apply.

## 8. ACCEPTANCE

By accepting the Policy, the Insurer acknowledges that he was aware of all the material



facts which are relevant to the Insurer's decision to conclude the contract with the agreed content.

**9. ADDITIONS, AMENDMENTS AND CHANGE IN RISK**

All new acquisitions and/or interests are automatically held covered subject to advice to Insurer hereon as soon as reasonably practicable.

Additional and/or return Premium in respect of any amendments or additions are payable at daily pro-rata rates.

Increases and changes in risk shall be considered insured and have no detrimental impact upon the insurance coverage. The Insurer shall waive their right to cancel the Policy and to terminate coverage. However, the Insured shall give notice to the Insurer of any such increase or change in risk as soon as reasonably practicable following the discovery of the same.

**10. INSPECTION AND AUDIT**

Insurer shall be permitted to inspect the Insured's premises and operations with a 14 days notice.

**11. DUE DILIGENCE**

The Insured shall at all times act with due diligence to prevent, or minimize the extent of any loss or damage insured hereunder.

**12. ERRORS AND OMISSIONS**

Any unintentional or inadvertent error or omission in name or description in this Policy shall not operate to the prejudice of the Insured, provided that the error or omission is corrected when discovered by the Insured.

**13. PERMISSION TO OCCUPY AND OPERATE**

Permission is granted to occupy and operate any portion or portions of the Property Insured and such occupancy or operation shall not constitute acceptance of the Property Insured.

**14. EXTENDED EXPIRATION**

If this Policy should expire while an Occurrence giving rise to a loss recoverable under this Policy is in progress, it is understood and agreed that such loss, subject to all other terms and conditions and Combined Single Limit of Liability if applicable, will be covered under this Policy as if the entire loss had occurred prior to the expiration.

**15. NOTICE OF LOSS**

Notification to the Broker is deemed to be notification to Insurer.

**16. CLAIM SURVEYS/ADJUSTING CLAUSE**

In the event of physical loss of and/or physical damage to Property Insured, the Insured may in case of emergency and over weekends instruct loss surveyors to perform a survey. Such firms instructed on an emergency basis shall act as loss surveyors on behalf of Insurer.

**17. DISCOVERY CLAUSE**

Claims under the Policy shall only be recoverable hereunder if the Insured has discovered and reported such loss, damage or Occurrence to Insurer within 24 months from expiry of the Project Period set out in A. Declarations and concurrent with specific maintenance period(s) set out in A. Declarations and described in Terms and Conditions. This clause shall not, however, restrict the time for discovery or reporting of a loss, damage or Occurrence under the maintenance clause or restrict the time otherwise



allowed for establishing the extent and/or effecting of repairs and/or presentation of a claim in respect of such loss and/or damage discovered and reported in accordance with the foregoing paragraph.

**18. ASSISTANCE AND CO-OPERATION OF THE INSURED**

In case of a claim Insurer shall have the right to make an investigation with respect to coverage. The Insured shall use reasonable endeavours to assist the Insurer with such investigation.

**19. INDEMNITY AND ADVANCE PAYMENT**

The Insurer shall proceed to pay indemnity as soon as possible after they have been supplied with all information required for the assessment of the loss or damage, unless the Insurer are of the opinion that the loss or damage does not or does not entirely qualify for compensation according to the policy conditions, whereupon they shall notify the Policyholder of such point of view within the aforementioned period. In case of a partial admission, the Insurer shall pay indemnity for that part of the loss or damage which is undisputed within the aforementioned period.

The Insurer shall upon a written request to that effect make an advance payment not exceeding the amount that has at that time been established as undisputed loss or damage under the Policy.

**20. SUBROGATION**

Insurers shall be subrogated to all rights which the Insured may have against any person or other entity, other than Principal Insureds and Other Insureds, in respect of any claim or payment made under all Sections of the Policy. The Insured shall execute all papers required by the Insurers and shall co-operate with the Insurers to secure their subrogation rights.

**21. WAIVER OF SUBROGATION**

Insurers agree to waive rights of subrogation against any Principal Insured(s) and/or Other Insured(s).

Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

- a) any party to whom the Principal Insureds, prior to a loss otherwise recoverable has in writing waived or limited its right or rights of recovery;
- b) or any guest(s) of the Principal Insureds.

**22. CANCELLATION**

The Principal Insured may cancel this Policy on behalf of all Insureds upon written notification to the party set out in the Communication (Broker's Clause) of the A. Declarations via certified, registered or electronic mail. Such notice shall state when (not less than 45 days thereafter) the cancellation shall be effective. A notice of cancellation complying with the requirements of this clause shall terminate the coverage of all Insureds under this Policy on the effective date stated in the notice. The Principal Insured shall be responsible for notifying all Insureds that the Policy will be cancelled.

If the Insured cancels this Policy the premium due to such Insurer shall be the pro rata proportion of the Premium to the date of cancellation and after deduction of claims under the Policy.

Notwithstanding the above the Insured may cancel this Policy ab initio within 60 days of inception, subject to no losses within this 60 day period, in which case no Premium shall be due.



Insurer expressly waive their right to cancel the Policy except in case of non-payment of Premium due.

**23. SPECIAL CANCELLATION PROVISIONS**

In the event that any insurer hereon ceases underwriting or accepting new business whether entirely or in the class of business which includes this Policy or enters into a run-off arrangement or is subject to a scheme of arrangement or any action is taken in any jurisdiction for the suspension of payments by, or dissolution, winding up, termination of existence, liquidation, insolvency administration, or bankruptcy of the insurer or a provisional liquidator, liquidator, trustee, administrator, receiver, administrative receiver or similar officer is appointed in respect of the insurer or in respect of any part of its assets, or any authorisation, approval or consent, licence, exemption, filing, registration or notarisation or other requirement necessary or desirable to enable the insurer to carry on business is modified, revoked or withheld or does not remain or proves not to have been in full force and effect or at any time it is unlawful for the insurer to perform any of its obligations under the Policy or an intention is announced to take any of the foregoing actions, or if the financial strength rating of the insurer falls below either the Insured's or Broker's minimum standard guidelines then the Insured is entitled at its option to cancel that insurer's participation in this Policy as at any date thereafter.

In that event the Premium due to such Insurer shall be the pro rata proportion of the Premium to the date of cancellation and after deduction of claims under the Policy.

**24. BANKRUPTCY AND INSOLVENCY**

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, Insurer shall not be relieved thereby of the payment of any claims recoverable hereunder because of such bankruptcy or insolvency.

However, the insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured and/or any other Insurer shall not operate to:

- a) increase Insurer' liability under this Policy;
- b) increase any Insurer' share of liability under this Policy.

In the event of the death, bankruptcy or receivership of an Insured within the Policy Period, the Policy shall, except in the event of cancellation, cover the legal representative of the Insured, provided that notice in writing is given to the Insurer through the Broker within thirty days after the date of such death, insolvency, bankruptcy or receivership.

**25. SANCTION CLAUSE**

No (re)insurer shall be deemed to provide cover and (re)insurer shall be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition, or restriction under applicable sanction law.



**C. ADDITIONAL EXCLUSIONS**

**1. ABANDONMENT**

There shall be no abandonment to the Insurer of any property.

**2. CONFISCATION**

Confiscation, requisition, detention, embargo, quarantine, which deprives the Insured of the use of its property.

**3. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (CL 370)**

This clause shall be paramount and shall override anything contained in this Policy inconsistent therewith

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to or arising from

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

**4. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE 10/11/2003 (CL 380)**

4.1 Subject only to clause 4.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

4.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 4.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.



## 5. COMMUNICABLE DISEASE EXCLUSION (LMA5396)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.