



兆豐產物保險股份有限公司  
Chung Kuo Insurance Company, Limited

## Chung Kuo Commercial General Liability Insurance (Claim Made Form) Employer's Liability Clause

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。

本公司財務及業務等公開資訊，歡迎至本公司網站 (<http://www.cki.com.tw>) 查閱，或親蒞本公司(10044 台北市中正區武昌街一段五十八號)及各分支機構洽詢。  
免費申訴電話: 0800-053-588

108 年 12 月 20 日兆產備字第 1084300819 號函備查

In consideration of the premium for which this policy is issued, it is agreed that the following shall apply:

### Insuring agreements

#### Section 1

##### Coverage - Employer's Liability:

The company will indemnify the named insured for all sums which the named insured shall become legally obligated to pay as damages because of bodily injury caused by accident, including death at any time resulting therefrom, sustained by an employee as defined in section 2 hereunder and arising out of and in the course of his employment in operations connected with his assignment to a country or countries stated in the SCHEDULE.

#### Section 2

##### Employees covered:

It is agreed that the insurance provided by this policy applies only to those employees (including Temporary Worker and Volunteer Worker) of the insured who are hired or assigned by him to work at locations within the country or countries stated in the SCHEDULE.

This insurance, with respect to any such employee, shall attach from the moment he is hired or assigned for such work and shall cease from the moment his employment or assignment for such work is terminated.

This insurance shall be in excess of the terms and conditions of local labor insurance

##### Definitions:

Bodily injury by accident. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident".

### Exclusions

This insurance does not apply:

- To liability assumed by the insured under any contract or agreement;
- (1) To punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law, or

(2) With respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

- To any obligation for which the insured or any carrier as his insurer may be held liable under any labor insurance act, workmen's compensation, occupational disease law, social security scheme, act or custom having the effect of law.
- To any obligation under labor standards act.

### **Limits of Liability**

The words "damage because of bodily injury by accident, including death at any time resulting therefrom," including damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment.

The limit of liability stated in the Schedule is the total limit of liability for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in each occurrence. Subject to the foregoing respecting "each occurrence" the total liability for all damages because of bodily injury by accident or disease, including death at any time resulting therefrom, which occurs during each annual period while the policy is in force commencing from the effective date, shall not exceed the limit of liability stated.

Subject otherwise to the terms, exceptions/exclusions and conditions of this policy.