

Chung Kuo Commercial General Liability Insurance Terrorism 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

110年1月5日兆產備字第1094300834號函備查

It is hereby declared and agreed that subject to the Insuring Agreement and all other terms, exclusions and limitations of this Policy, including, without limitation, any applicable limit of liability:

We shall indemnify the Insured against all sums which the Insured shall become legally liable to pay as Compensation as a result of any Act of Terrorism occurring within the Policy Territory on or after the Retroactive Date, provided that :

- (a) this coverage applies only in respect of claims first made against the Insured during the Policy Period, and notified to us during the Policy Period or within 30 days from expiry of the Policy Period;
- (b) all claims arising out of the same or a continuing Act of Terrorism, including Acts of Terrorism which have or appear to have a related purpose or common leadership, within a period of 72 hours, shall be considered a single claim and deemed to have been made on the date when the first of such claims was made;
- (c) multiple Acts of Terrorism which occur within a period of 72 consecutive hours and which have or appear to have a related purposes or common leadership are deemed to constitute one Occurrence;
- (d) this Policy does not indemnify the Insured or any other person for any liability directly or indirectly caused by, arising out of or in any way connected with:
 - (i) any Act of Terrorism committed by or on behalf of the Insured or by any director partner or Employee of the Insured;
 - (ii) any fund, scheme, pool, policy of insurance, or self-insurance pursuant to or required by any legislation relating to terrorism (including, without limitation, TRIA Legislation) whether or not such fund, scheme, pool, or insurance has been effected; or
 - (iii) any Act of Terrorism involving actual or threatened
 - (1) use of pathogenic, poisonous, biological, or chemical materials;
 - (2) discharge, dispersal, release, seepage, migration, or escape of Pollutants into or upon land, the atmosphere, any water course, or body of water;
 - (3) discharge dispersal, release, seepage, migration, escape, or use of nuclear materials, including, without limitation, direct or indirect results of nuclear reaction, radiation, or radioactive contamination; or
 - (4) use or operation, as a means for inflicting harm, of any computer, computer system,

computer software programmer, computer virus or process, or any other electronic system other than detonation of any explosive bomb or missile by remote controlled devices or launch, guidance, or firing systems of such bomb or missile.

(e) The Policy Liability for any cover provided under this clause is [sublimit : US\$_____per occurrence and aggregate].

For the purposes of this clause, the following definitions are added to this Policy: Act(s) of Terrorism means an act, including but not limited to the use of force or violence or threat thereof, of any person, people or group of persons, whether acting alone or on behalf of or in connection with any organization or government which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

Retroactive Date means [] TRIA Legislation means the United States of America's Terrorism Risk Insurance Act of 2002, amendments and re-enactments there of and any regulations made thereunder.

In all other respects, this Policy remains unaltered.