



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

CHUNG KUO Architects and Engineers Professional Liability Insurance

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免費申訴電話: 0800-053-588

104.08.17 兆產備 10510405927 號函備查

COVERAGE

1. The Insurer will pay on behalf of the Insured the Loss which the Insured becomes legally liable to pay as a result of Claim first made against the Insured during the Period of Cover and which is notified to the Insurer during the Period of Cover or extended reporting period, arising from any act, error or omission of the Insured in the provision of Professional Business Activities specified in the Schedule.
2. The Insured shall pay the first amount of each and every Loss (which for the purpose of this clause shall be deemed to include Costs and Expenses) arising from any one Claim, up to the amount specified in the Schedule. The Insurer shall be liable only, in respect of any Claim hereunder, for that part of the Claim (which for the purpose of this clause shall be deemed to include all Costs and Expenses incurred by the Insurer investigating and defending the Claim) which exceeds the amount stated as "the Deductible" in the Schedule, it being understood and agreed that if any expenditure is incurred by the Insurer which, by virtue of this clause, is the responsibility of the Insured then such amount shall be reimbursed to the Insurer by the Insured forthwith.
3. Where the Insured may be sued by a claim from a third party, it shall be obliged to defend its position at the request of the Insurer. Where necessary, the Insurer may act on behalf of and in the name of the Insured in defending its position. The Insurer shall be responsible for the expenses incurred from the legal actions for claim and any other necessary procedures at the written consent of the Insurer in advance irrespective of the limitation of the amount Insured. In case the amount of claim runs in excess of the "amount insured for particular claim" as stated in this policy, the Insurer shall be responsible for the portion of insurance payment in proportion to the actual amount of compensation in the claim.

EXCEPTION

4. The Insurer disclaims any responsibility on the followings:
 - 4.1 The liability of the Insured substantiated before the "Retroactive Date" of this policy.



- 4.2 The liability of the Insured on damage caused by the engagement in business not specified in this policy in any capacity, or in business not permitted by the competent authority, or in illegal business.
- 4.3 The liability of the Insured or its authorized agent on damage due to deliberate performance.
- 4.4 The liability of the Insured on damage caused by performing its duties that caused bodily injury, death, or property damage to the spouse or employees for performing their duties.
- 4.5 The liability of the Insured on damage caused by libel, verbal attack, or pirating, theft of leakage of business secrets, infringement of copyright, trademark, patent, or damage or missing of drawings, written materials, or identification documents performed by the Insured.
- 4.6 The liability of the Insured on damage caused by the manufacturing, sales, supply or maintenance of products or goods.
- 4.7 The liability of the Insured on damage due to its capacity as a contractor of work or subcontractor of work.
- 4.8 The liability of the Insured on damage caused by the possession, management, or use of movables or realties by the Insured, including different types of motor vehicles, sea vessels, aircraft, and places for business operation.
- 4.9 The liability of the Insured on damage caused by the arrangement or supply of information on treasury, finance, guaranty or insurance by the Insured or the provision of consultation or opinions.
- 4.10 The liability of the Insured on damage caused by the failure in completion of drawings, regulations, or other materials contained in documents, or the expenses or estimates of the cost of works by the deadline as agreed.
- 4.11 The liability of the Insured on damage caused by the bankruptcy or inability to retire debts of the Insured.
- 4.12 The liability of the Insured on damage caused by the partnership or joint venture between the Insured and a third party unless otherwise specified in this policy.
- 4.13 The damage or liability specified below unless otherwise entered into agreement:
 - 4.13.1 Fine or default charge.
 - 4.13.2 The liability of the Insured borne under agreement or contract except that the Insured shall be held liable under law irrespective of the existence of the said agreement of contract.
- 4.14 Liability on damage caused directly or indirectly by the following:
 - 4.14.1 War, acts of quasi war, foreign invasion (whether a war is declared or not), insurgency, civil war, possession through coercive means, strike, riot, or civil commotion.
 - 4.14.2 Nuclear reaction, nuclear radiation or radioactive contamination.
- 4.15 Directly or indirectly caused by, arising out of, or in any way connected with any actual



or threatened act of Terrorism or any action taken to, or taken in an attempt to, control, prevent or suppress any act of Terrorism.

- 4.16 The Insurer shall not be liable in respect of any direct or indirect damage to or loss of any computer system, computer generated data, or any other property, any consequential loss, the Insured's legal liability or liability through contract and/or agreement or any cost or expense, caused by or arising from, directly or indirectly, the malfunction of the computer system, such as errors in the results, operation interruption, or inability to operate, when any disorder occur during the process of dealing with any year or date-related data by the computer system, regardless whether the computer system is the property of the Insured or not, or is the insured subject of this policy or not and regardless whether the loss occurrence date, discovery date or the date when the claim is made is before or after the inception date of this policy. The terms "Computer System" used in this clause includes, but is not limited to the computer software/hardware system and its peripheral equipment, data processing equipment, data storage equipment, or any machine, instrument or equipment with similar function and with embedded electronic microchips, integrated circuit, or other electronic parts, such as electronic data processing equipment used in research, design, commercial, industrial and administration, automatic control system for factory production or monitoring, office automation equipment, automatic teller machine, equipment used for inter-bank connection/withdrawal/transfer/interest calculation, safe box, vault, satellite, radar or radio communication system, traffic navigation equipment, electronic medical or medical research equipment, etc.

GENERAL CONDITIONS

5. The basic clauses and endorsements, special opinions or notes to this policy, and related policy proposal shall constitute an integral part of this insurance agreement.
6. The Applicant, the Insured, or its authorized agent shall state the truth and only the truth in providing information on the proposal and the written inquiry of the Insurer in the process of entering into this insurance agreement. In the event of willful concealment of material facts, negligence, or misstatement, to the effect that the calculation of risk by the Insurer is being altered or mitigated, the Insurer shall discharge this insurance agreement and shall not refund the premium already paid unless otherwise the Applicant can prove the perils are not relevant with the completeness of the information provided.
7. Unless otherwise specified in this insurance agreement, any notice pertinent to this insurance agreement from the Applicant or the Insured shall be made in writing. In case



of change in any of the content contained in this insurance agreement, the Insured shall inform the Insurer immediately. The aforementioned changes shall come into full force only at the confirmation of the Insurer.

8. The Applicant or Insured may terminate this insurance agreement at any time upon notice to the Insurer in writing. The unconsumed portion of insurance premium shall be refunded to the Insured in accordance with the requirements for short-term insurance premium rate. The Insurer shall terminate this insurance agreement in 15 days notice by delivery to the last mailing address of the Applicant or the Insured on file, and shall refund the unconsumed portion of insurance premium in proportion to the remainder of the Insured period by the day.

CLAIMS

9. In the event of claim for damage covered by this insurance policy, the Applicant or the Insured shall follow the procedure specified hereunder:
 - 9.1 Notify the Insurer by telephone, telex, or in writing within 5 days after the event, and provide a detail report in writing within 30 days.
 - 9.2 Take immediate action as remedy for mitigation of loss.
 - 9.3 If legal action or claim for damage from a third party is instituted, forward the photocopies of the claim documents, court order, subpoena, or legal action document to the Insurer within 5 days.
 - 9.4 Where necessary, the Insurer shall request the Applicant or the insured to provide related information and documents for proof of action.
10. The Applicant or the Insured shall, within the scope of coverage under this insurance policy, duly observe the terms and conditions specified hereunder:
 - 10.1 The liability of the Applicant or Insured in recognition, reconciliation, or indemnity, with the exception of expenses incurred from emergency rescue, shall be subject to the participation or consent of the Insurer in advance unless otherwise the Applicant or the Insured assumes responsibility for compensation.
 - 10.2 The Insured shall file a claim with the Insurer for compensation with the presentation of the reconciliation statement or the court ruling and related supporting documents. The Insurer shall act in favor of the Insured in indemnifying the third party directly upon notice by the Insured.
 - 10.3 In the event of fraud or cheating in the report or falsification in the claim for insurance benefit under this insurance policy by the Applicant or the Insured or the authorized agent, this insurance agreement shall be immediately nullified and the unconsumed portion of insurance premium shall not be refunded.



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11. In case the scope of liability covered by this insurance policy is overlapped by other insurance contracts, the Insurer shall be liable to the amount insured under this insurance policy in proportion to the total claim.
12. Where the Insured under this insurance policy may be different persons, the liability of the Insurer to all the Insured shall be limited to the amount insured under this insurance policy.
13. In case the insurance benefit under this policy being effected has reached the upper limit of the “cumulative benefit of the insurable period” within the perpetuity of this insurance policy, this insurance policy shall be discharged and the unconsumed portion of insurance premium shall not be refunded.

OTHER

14. This policy is governed by, and interpreted in accordance with the laws of the country in which this policy is issued.