



CHUNG KUO Directors & Officers Liability Insurance (MEGA1) Company Employment Related Wrongful Acts Liability Excluding Usa /Canada

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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

106年11月17日兆產備字第1064300879號函備

It is agreed that:

1. The INSURING CLAUSES is amended by adding the following:

1 INSURING CLAUSES

1.6 Company Employment Related Wrongful Acts Liability

The Insurer will pay on behalf of the Company any Loss resulting from an Employment Related Claim first made against the Company during the Policy Period.

2. The DEFINITIONS is amended by adding the following:

3 DEFINITIONS

3.3 Claim

3.3.12 any Employment Related Claim.

3.18A Employment Related Claim

means

3.18A.1 any written demand addressed to the Company in which an Employment Related Wrongful Act is alleged against such Insured;

3.18A.2 any civil, statutory or arbitral proceeding naming the Company as a party and in which an Employment Related Wrongful Act is alleged against such Company;

3.18A.3 any formal administrative or regulatory proceeding against the Company and in which an Employment Related Wrongful Act is alleged against such Company;

3.18A.4 any mediation proceeding (including any counter-claim or proceeding brought in any employment tribunal or employment appeal tribunal) naming the Company as a party and in which an Employment Related Wrongful Act is alleged against such Company;

3.18A.5 monetary, non-monetary injunctive or equitable relief or other legal remedy sought from the Company and in which an Employment Related Wrongful Act is alleged against such Company;

3.18A.6 a formal application to a court to prevent a proceeding or procedure described in sub-paragraph 3.18A.5 from being commenced.

3.34 Loss

3.34.2A In respect of Insuring Clause 1.6 only, Loss means all amounts which the Company is legally obligated to pay, including but not limited to:

a) any damages awarded, judgments entered, settlements reached including plaintiff's legal costs; and

b) Defence Costs.

3.34.5A In respect of Insuring Clause 1.6 only, Loss does not include:

a) the multiplied portion of any damages awarded; or

b) employee benefits of any description or the equivalent value of such benefits, including but not limited to the provision of bonus payments, company cars, education and training allowances, fringe benefits, housing allowances, long service payments, medical or dental expenses cover, mobile or other telephones, payments in connection with an employee benefit plan, perquisites, severance payments, stock or share options or travel allowances; or

c) front pay or future salary or wages including commissions.

3. The EXCLUSIONS is amended by adding the following:

4 EXCLUSIONS

4.8 based on, arising from or attributable to, any liability assumed by the Company under an express employment contract or agreement unless the Company would have had such liability even in the absence of such contract or agreement.

4.9 based on, arising from or attributable to, any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to employees of the Company. This includes but is not limited to any actual or alleged violation of the responsibilities, obligations or duties imposed by the U.S. Employee Retirement Income Security Act 1974 (except Section 510), the U.S. Fair Labor Standards Act (except the Equal Pay Act), the U.S. National Labor Relations Act, the U.S. Worker Adjustment and Retraining Notification Act, the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, the U.S. Occupational Safety and Health Act, the Singapore Central Provident Fund Act CAP. 36 and the Singapore Central Provident Fund Regulations, amendments to or rules or regulations promulgated thereunder, or similar provisions of any federal, state, territory or local statutory law or common law. However, this exclusion shall not apply to any Claim for any retaliatory treatment of any claimant because of any claimant's actual or alleged protected lawful activity under the U.S. Fair Labor Standards Act or the U.S. Occupational Safety and Health Act; or similar provisions of any federal state, territory or local statutory law or common law;

4.10 based on, arising from or attributable to, any actual or alleged obligation of any Insured pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or similar law. However, this exclusion shall not apply to any Employment Related Claim for any retaliatory treatment of any claimant by any Insured based upon such claimant's exercise of rights pursuant to any such law.

4. The LIMIT OF LIABILITY is amended by adding the following:

5 LIMIT OF LIABILITY

5.2A Endorsement Sub-Limit

The sub-limit of liability under this Endorsement shall not exceed HKD [Amount].

If an Employment Related Claim is made against both an Insured Person and the Company and results in the payment of Loss covered under this Endorsement and which exceeds the sub-limit of liability under this Endorsement, the sub-limit of liability under this Endorsement shall be exhausted before any payment of Loss is made to an Insured Person (but not the Company) from the Limit of Liability.

If the Insurer makes payment of Loss from the sub-limit of liability under this Endorsement on account of any Employment Related Claim, the Limit of Liability available to an Insured Person with respect to such Employment Related Claim shall be reduced by the amount of such payment.

5.4A Endorsement Deductible

A deductible of HKD [Amount] shall apply to each and every Employment Related Claim that relates to the same originating source or cause or the same underlying source or cause, regardless of whether such Employment Related Claims involve the same or different claimants, Insureds, events, or legal causes of action.

5. The TERRITORY AND JURISDICTION is amended by adding the following:

7.11 Territory and Jurisdiction

Other than for Employment Related Claim, coverage shall extend anywhere in the world. However, this policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent Insurer or ultimate controlling entity from providing insurance.

With respect to Employment Related Claim coverage shall extend anywhere in the world except the United States of America or Canada.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms and conditions remain unchanged.