



和泰產物保險股份有限公司
HOTAI INSURANCE CO., LTD.

資訊公開查詢: www.hotains.com.tw 免費申訴電話:0800-501888
消費者可至本公司總、分支機構、網址查閱或索取書面資訊公開說明文件。
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。

商品簡介：(詳細內容請參閱正式保單條款)

意外責任保險附加條款：(二種以上險種適用)

Hotai Cross Liability Clause (和泰產物交互責任附加條款)

102.6.3 (102)台蘇保行展字第 125870 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Cross Liability

Where more than one party comprises the Insured each of the parties shall for the purposes of this Policy be considered as a separate and distinct unit and the words “the Insured” shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties.

The maximum amount payable by the Company for damages in respect of one Occurrence or all occurrences of a series consequent of or attributable to one source or original cause irrespective of the number of parties claiming indemnity hereunder shall not exceed the amounts stated in the Schedule as the Limits of Indemnity.

All other terms and conditions remain unchanged.

Hotai Automatically Cover Clause (和泰產物自動承保附加條款)

102.6.3 (102)台蘇保行展字第 125868 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Automatically Cover Clause

It is hereby declared and agreed that the insurance coverage extends on a contingent basis to subsidiaries and affiliates acquired or newly formed in Taiwan by either the Insured mentioned on the Schedule of this Policy or by _____(Insured’s parent company) following inception of the Policy, provided their business complies with that outlined on the Schedule and_(Insured’s parent company) has a controlling interest of 50% or more, or exercises management control. Newly added subsidiaries and affiliates must be declared within 90 days following the expiry of the current year of insurance.

Hotai Fire Legal Liability Insurance (和泰產物承租人火災責任附加條款)

102.6.3 (102)台蘇保行展字第 125872 號函備查

Fire Legal Liability Insurance

It is hereby declared and agreed that such insurance as is afforded by the policy for property damage liability applies with respect to injury or destruction of real property rented to and occupied by the named insured at the location designated in this endorsement, if such injury or destruction is caused by accident and arised out of fire, subject to the following provisions;

- (1) This insurance does NOT apply to liability assumed by the Insured under any contract or agreement.
- (2) Location:
- (3) Limits of Liability: - Property Damage Per Accident and aggregate

Hotai Fire Legal Liability Insurance (A) **(和泰產物承租人火災責任附加條款 A 型)**

Fire Legal Liability Insurance (A)

It is hereby declared and agreed that such insurance as is afforded by the policy for property damage liability applies with respect to injury or destruction of real property rented to and occupied by the named insured at the location designated in this endorsement, if such injury or destruction is caused by accident and arised out of fire, subject to the following provisions;

- (1) This insurance does NOT apply to liability assumed by the Insured under any contract or agreement.
- (2) Location:
- (3) Sub-Limits of Liability: - Property Damage Per Accident and aggregate

Hotai Tenant's Liability Clause **(和泰產物承租人責任附加條款)**

Tenant's Liability Clause

It is hereby declared and agreed that this policy is extended to cover the legal liability of the tenant to indemnify the Landlord against any property whatsoever whether directly or indirectly through the defective or damaged condition of any part of the interior of the said premises or any fittings, fixtures or wiring therein for the repair of which the Tenant is responsible or through or in any way owing to the spread of fire or smoke or the overflow of water from the said premises or any part thereof or through the act, default or neglect of the tenant, this servants, agents or licensees..

Provided that the limit of indemnity shall apply inclusive of this clause.

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

Hotai Personal and Advertising Injury Liability **(和泰產物個人與廣告傷害責任附加條款)**

INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this policy.

No other obligation or liability to pay sums or perform acts or services is covered under this policy.

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; but only if the offense was committed in the "coverage territory" during the policy period.

EXCLUSIONS

This insurance does not apply to:

a. "Personal injury" or "advertising injury"

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract.
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

c. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

Hotai Cancellation of Notice Endorsement

(和泰產物契約終止日數約定附加條款)

102.8.2 (102)台蘇保行展字第 125970 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is hereby declared and agreed that the cancellation notice of this policy should be revised to _____ days (no lower than 15 days).

All other terms and conditions remain unchanged.

Hotai Sanctions Clause

(和泰產物經濟貿易制裁除外附加條款)

102.09.14 (102) 台蘇保行展字第 125972 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Sanctions Clause

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

Hotai Waiver of Subrogation Clause

(和泰產物放棄代位求償權附加條款)

102.10.25(102)台蘇保行展字第 125988 號函備查
104.03.24(104)台蘇保產品字第 125820 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Waiver of Subrogation Clause

The company hereby waives its rights of subrogation against _____ in connect with their business and/or contract with the insured except that such waiver shall not extend to cover losses caused by acts of such vendors which are not connected with the operations being conducted by the named insured and cover by this policy.

All other terms and conditions remain unchanged.

Hotai Efficacy Clause 01
(和泰產物未達預期功能附加條款 01)

102.10.25(102)台蘇保行展字第 125984 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

EFFICACY CLAUSE 01

This Policy does not apply to liability for Personal Injury and/or Property Damage resulting from the failure of any of the Insured's products to correctly fulfil its intended use or function and/or meet the level of performance, quality, fitness or durabilities warranted or represented by the Insured.

All other terms and conditions remain unchanged.

Hotai Efficacy Clause 02
(和泰產物未達預期功能附加條款 02)

102.10.25(102)台蘇保行展字第 125986 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

EFFICACY CLAUSE 02

This Policy does not apply to liability for Personal Injury and/or Property Damage resulting from the failure of the Insured's products to cure, alleviate, prevent, monitor, eliminate or retard Personal Injury and/or Property Damage where such products are represented, warranted, designed or agreed by the Insured to cure, alleviate, prevent, eliminate or retard Personal Injury and/or Property Damage.

Hotai Care, Custody and Control Coverage
(和泰產物所有、管理及控制的財物損失附加條款)

102.11.20 (102)台蘇保行展字第 126218 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Care, Custody and Control Coverage

It is hereby declared and agreed that this policy extends to indemnify all sums which the Insured shall become legally liable to pay as compensation for damage to property (except premises) leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control but subject to following limit and the damage arising out of fire, lightning and/or explosion.

- sub-limit of _____.- per occurrence / annual aggregate
- Deductible: _____ per occurrence

Subject to otherwise to the terms, conditions and exclusions of the original policy.

Hotai Additional Insured Clause
(和泰產物附加被保險人附加條款)

102.11.20 (102)台蘇保行展字第 126220 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Additional Insured Clause

It is hereby declared and agreed that this policy extends to cover _____ as Additional Insured, but this policy is liable for the Additional Insured only with respect to the liability arising out of the Insured.

All other terms and conditions remain unchanged.

Hotai Local Policy Endorsement
(和泰產物地區性保險單附加條款)

102.12.13.(102) 台蘇保行展字第 125990 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Local Policy Endorsement

It is hereby declared and agreed that, Hotai or its authorized representatives issue local policies in specified countries to facilitate the overall operation of the Insured's risk management program. Hotai or its authorised representatives has and will issue to the Insured the following local policy of insurance:

Class of Insurance: _____

Insured: _____

Location: _____

Underlying Insurer: _____

Period of Insurance: _____

Limit of Liability: _____

Deductible: _____ Geographical Limit: _____

Allocation premium : US\$ _____ (included in the premium stated in Schedule)

For the avoidance of doubt, it is the intention of the parties that no local policy will bestow a monetary benefit greater than this Policy and to the extent a local policy does bestow such a greater benefit, the Insured will pay/reimburse/indemnify Hotai in relation thereto.

Notwithstanding any other term or condition hereof, in the event a local policy is issued by Hotai or its authorized representatives, the Insured will, forthwith upon written demand being made therefore, pay to Hotai all sums paid pursuant to the local policy which would not otherwise have been paid pursuant to this Policy in the absence of the applicable local policy.

Any payments under the local policies shall be deducted from the Limits(s) of Liability under this Policy.

Should the Limit(s) of Liability of this Policy be exhausted no further payments shall be made under the local policies.

The local policies or renewals or replacements thereof, not being more restrictive in coverage, shall be maintained in force as valid collectible insurance during the currency of this Policy, except for

any reduction of the aggregate limits contained therein solely by reason of payment of claims.

(a) Difference in Limits

If at the time of any liability covered under this Policy there is any local policy providing indemnity either in whole or part, this Policy will apply only to the amount of any loss in excess of that recoverable under the local policy.

(b) Difference in Conditions

Should any local policy by virtue of its scope of coverage not indemnify the Insured in whole or in part in respect of coverage otherwise available under this Policy, then this Policy will provide indemnity for claims otherwise not recoverable under the local policy subject always to the terms and conditions of this Policy.

(c) Drop Down

In the event of partial exhaustion of the Limit(s) of Liability provided by local policies, this Policy will pay in excess of the reduced underlying Limit(s) of Liability.

In the event of total exhaustion of the Limit(s) of Liability provided by policies of the Underlying Insurer, this Policy will continue in force as the local policy subject always to the terms of and conditions of this Policy.

(d) Hold-Harmless Agreement

The Insured shall indemnify and hold Hotai harmless against any losses or payments

- (1) paid by Hotai or its authorised representative in excess of the Limit of Liability as stated in the Schedule of this policy
- (2) paid by Hotai or its authorised representatives but not covered by this Policy; or
- (3) paid by any other third-party insurance company other than Hotai and its authorized representatives, but, payments thereof have been successfully subrogated against Hotai or its authorized representatives.

Hotai Consequential Loss Exclusion Clause

(和泰產物附帶損失除外不保附加條款)

[102.12.31 \(102\)台蘇保行展字第126226號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正](#)

Consequential Loss Exclusion Clause

It is agreed that this insurance does not apply to consequential damages, including but not limited to loss of profit, loss of use and loss of production.

Hotai Elevators Endorsement

(和泰產物電梯責任附加條款)

[102.12.31 \(102\)台蘇保行展字第126228號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正](#)

Elevators Endorsement

This policy extends to cover the Insured's legal liability against their employees for bodily injury or property damage resulted from the elevators.

Hotai Swimming Pool Endorsement

(和泰產物游泳池附加條款)

102.12.31 (102)台蘇保行展字第126230號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

Swimming Pool Endorsement

This policy extends to cover the Insured's legal liability in respect of accidental bodily injury and/or property damage to third party at swimming pool in insured's location.

However, this policy is not liable in respect of:

1. bodily injury or death arising out of diseases or statutory infectious disease.
2. loss due to theft, burglary and robbery.
3. bodily injury or death arising out of the influence of alcohol or drug.
4. loss due to competition.
5. swimming pool does not equip with qualified lifesaver(s).

All other terms and conditions remain unchanged.

Hotai Genetically Modified Organisms (GMO) Exclusion

(和泰產物基因改造產品除外不保附加條款)

103.1.20(103)台蘇保產品字第125828號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

Genetically Modified Organisms (GMO) Exclusion

This policy will not cover anything in respect of any liability of whatsoever nature in connection with, directly or indirectly caused by or contributed to by or arising from a Genetically Modified Organism (GMO).

For the purpose of this exclusion Genetically Modified Organism (GMO) means:

Organisms (meaning any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, micro-organisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds) which have undergone, or whose precursors have undergone, or parts of which have undergone, a genetic engineering process which resulted in their genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination.

Hotai Mold and Fungi Exclusion

(和泰產物霉菌及真菌除外不保附加條款)

103.1.20(103)台蘇保產品字第125830號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

Mold and Fungi Exclusion

It is agreed that this insurance shall not apply to:

- a. Any sums which any Insured becomes legally obligated to pay as damages because of Bodily

Injury, Property Damage, Personal Injury, Advertising Injury or Medical Payments directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any material containing them at any time.

- b. Any loss, cost or expense:
- i. any Insured or any other person or organization may incur in testing for, monitoring, removing, treating or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them, whether as a result of a request, demand, statutory or regulatory requirement or otherwise; or
 - ii. any Insured or any other person or organization may incur in connection with any claim or “suit” on behalf of any government authority or any person or organization relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever, or any materials containing them.
- c. Hotai will have no duty or obligation to defend any Insured with respect to any claim or “suit” seeking any such damages.

Hotai Sanctions Clause A

(和泰產物經濟貿易制裁除外附加條款 A)

103.03.21 (103) 台蘇保產品字 125840 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Sanctions Clause A

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit would violate any applicable trade or economic sanctions law or regulation.

Hotai Excess Automobile Liability Insurance Endorsement

(和泰產物汽車超額責任保險附加條款)

103.07.21(103)台蘇保產品字第 126204 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is hereby declared and agreed that this policy extends to cover the Insured’s legal liability against third party in respect of Bodily Injury or Property Damage arising from the use by an Employee of a Vehicle owned, non-owned or hired by the Insured provided that such use has been authorized by the Insured.

Sub-limit : <insert>

Underlying insurance : <insert>

This policy will not be liable for any Property Damage in respect of such Vehicle or its contents.

Subject otherwise to the terms, conditions and exclusions of the original policy. All other terms and conditions remain unchanged.

Hotai First Party Recall Costs Endorsement

(和泰產物第一方召回成本附加條款)

103.07.21(103)台蘇保產品字第 125986 號函備查

Section A - Insuring Agreement

Hotai will indemnify the *insured* for its *Loss*:

- (a) in excess of the deductible, but not exceeding the *Limits of Liability*; and
- (b) caused by, or resulting from, any of the *Insured Events* listed in this endorsement which were first discovered during the *Endorsement Period*, and were reported to Hotai:
 - (i) during the *Endorsement Period*; or
 - (ii) up to sixty (60) days after the expiry of the *Endorsement Period*;

provided that, as of the *Inception date* of this endorsement, the *Insured* was not aware, and could not reasonably have been aware, of circumstances which could produce a *Loss* under this endorsement.

All terms, conditions, definitions and exclusions of the insurance apply to the insurance provided by this *endorsement* extension unless otherwise expressly amended.

Section B - Insured Events

This endorsement provides coverage for *Loss* arising out of the following:

1 Accidental Defect and Accidental Contamination

Any *Product Recall* arising out of an *Accidental Defect* or *Accidental Contamination* of an *Insured Product* which occurs during, or as a result of, its production, preparation, manufacture, labelling, packaging or distribution, provided that the use or consumption of such *Insured Product* has caused, or is likely to cause:

- (a) *Personal Injury*; and/or
- (b) *Property Damage*.

Section C - Loss

This *Endorsement* provides coverage for any of the following reasonable and necessary costs which are incurred by the *Insured* directly and solely as the result of a covered *Insured Event* and subject to the *Limits of Liability* as stated in Item 3 of the First Party Recall Costs Endorsement schedule:

All reasonable and necessary;

Insured Product Recall Costs – deemed to be equivalent to the *Recall Costs* incurred by the *Insured* as a result of an *Insured Event*.

Under no circumstances shall any amount claimed and paid under one *Insured Event* be recoverable under another *Insured Event*.

Loss does not include matters that may be deemed uninsurable under the law pursuant to which this endorsement is construed.

Section D - Definitions

- 1 **Accidental Contamination** means the unintentional presence of foreign substances, deficiency, impairment or mislabelling of an *Insured Product* that renders it harmful in normal use.
- 2 **Accidental Defect** means the unintentional fault, deficiency, imperfection or labelling of an *Insured Product* that renders it harmful in normal use.
- 3 **Personal Injury** means the personal injury, death, disease, illness, disability but excluding nervous shock or mental injury, unless suffered as a consequence of a *Personal Injury*.
- 4 **Deductible** means the limit above which Hotai will become liable for Losses up to the amount of the Limit of Liability, and is the amount shown at Item 5 in the schedule for which the Insured will be responsible and which will be deducted from all claims settlements under this endorsement.
- 5 **Employee** means:
 - (a) any person under a contract of service, employment or apprenticeship with the *Insured*;
 - (b) **any self-employed person working under a contract with, and under the direction of, the *Insured*;**
 - (c) **any person hired by the *Insured* from another employer, subject to an agreement under which the person is deemed to be employed by the *Insured*; or**
 - (d) any student or person undertaking work for the *Insured* under a work experience or similar scheme.
- 6 **First Inception Date** means the date stated in Item 4 of the First Party Recall Costs Endorsement schedule.
- 7 **Insured** shall mean the legal entity stated in Item 1 of the First Party Recall Costs Endorsement schedule.
- 8 **Insured Product** means:
 - (a) All topical and ingestible products for human consumption, or any of their ingredients; or
 - (b) Any finished products, or any of their components;that:
 - (i) have been reported to Hotai for the *Endorsement Period*; and/or
 - (ii) are first marketed for sale after the *First Inception Date* specified in Item 4 the First Party Recall Costs Endorsement schedule; and/or

- (iii) are in production or being prepared for sale or have been manufactured, handled or distributed by the Insured, or any manufacturer contracted to the *Insured*.
- (c) Any new product outside the existing product line reported to Hotai, provided that:
- (i) written notice is given to Hotai no less than forty-five (45) days prior to marketing for sale; and
 - (ii) the *Insured* did not know, or could not reasonably have been expected to know, as of the date of the written notice to Hotai that an *Insured Event* affecting the new product had occurred; and
 - (iii) Hotai has given written acceptance of such new product within 30 days of receipt of the written notice. Such acceptance will not be unreasonably denied. At the discretion of Hotai, such acceptance may be accompanied by changes in one or more of the terms or conditions, or the premium, of this endorsement.

A reference to *Insured Product* in the singular includes a reference to its plural form, Insured Products, and vice versa.

- 9 ***Limits of Liability*** shall mean the amount stated in Item 3 of the First Party Recall Costs Endorsement schedule.
- 10 ***Loss*** is listed and defined in Section C of this endorsement.
- 11 ***Endorsement Period*** shall mean the dates specified at Item 7 of the First Party Recall Costs Endorsement schedule.
- 12 ***Product Recall*** shall mean the removal from production, distribution, sale, users or consumers of an *Insured Product* for inspection, disposal, replacement or modification.
- 13 ***Property Damage*** shall mean physical damage to, or destruction of, tangible third party property.
- 14 ***Recall Costs*** shall mean the following reasonable and necessary costs incurred by the *Insured*;
- (a) The cost of additional communications including crisis consultants, media announcements, media advertising and emergency response telephone lines.
 - (b) The cost of direct customer returns and other additional transportation and storage expenses incurred in recalling or withdrawing *Insured Products*.
 - (c) The cost of testing and examination of the *Insured Product* in order to determine whether replacement or rectification is necessary;
 - (d) The reasonable costs and/or expenses associated with the return and/or disposal of the *Insured Product*;
 - (e) The cost of overtime, other additional remuneration, accommodation, out of pocket expenses and travel expenses paid to regular *Employees* as well as the cost to hire additional persons to exclusively perform work in recalling or withdrawing *Insured Products*;
- but only if such costs are incurred solely and directly as a result of an Insured Event.

Exclusions

Hotai shall not be liable under this endorsement in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

- 1 Accidental Defect or Accidental Contamination or Malicious Tampering or Product Extortion of a product of a competitor of the *Insured* or of products similar to an *Insured Product(s)*
- 2 Natural or gradual deterioration, decomposition, or transformation of *Insured Product(s)*, including, but not limited to, any combination or interaction among ingredients, components or packaging unless such deterioration, decomposition or transformation is as a direct result of an act, error or omission in the manufacturing of the *Insured Product(s)*.
- 3 Changes in population, customer tastes, economic conditions, seasonal sales variations, or the *Insured's* competitive environment or arising out of a change in governmental regulations or public perceptions with respect to the safety of any *Insured Product(s)*.
- 4 Any injury, damage, or claim made by a third party arising out of or in connection with the use or consumption of the *Insured Product(s)*. This includes any defence costs related to a third party lawsuit.
- 5 Intentional violation by the Insured of any legislation or regulation issued by local, national, international or governmental authority in connection with the
 - (i) testing, manufacture, sale, or distribution of any *Insured Product(s)*
 - (ii) use of any ingredients, components, materials, substances and/or packaging in the manufacturing process
 - (iii) maintenance of adequate documentation of the manufacturing process
- 6 Costs or expenses of any litigation or any proceedings before any local, national, international or governmental authority as a result of an Insured Event or otherwise.
- 7 Any Accidental Contamination or Accidental Defect arising out of;
 - (a) Bioengineering, genetic engineering or genetic modification of any *Insured Product(s)* or
 - (b) Hormone treatments of any *Insured Product(s)* or
 - (c) Irradiation of any *Insured Product(s)* or
 - (d) Transmissible Spongiform Encephalopathies (TSE)
 - (e) Failure by any party other than the *Insured* to adhere to procedures prescribed by the Insured regarding the storage, consumption, or use of an *Insured Product(s)*.
 - (f) Any Accidental Defect or Accidental Contamination that occurs after the *Insured* has failed to take reasonable corrective or preventative action in the light of knowledge of a defect or deviation, or likely defect or deviation, in the production, preparation or manufacture of *Insured Product(s)*.

- 8 Any Accidental Contamination arising out of carcinogens, regardless of whether such carcinogens are shown to have other non-carcinogenic effects.
- 9 Notwithstanding any provision in this endorsement, this endorsement does not insure against;
 - (a) *Loss* to land, water, all land and water based growing crops, all land and water based livestock, and lawns or;
 - (b) Crop failure due to weather, pest or other cause.
- 10 Any costs associated with the expense to design or redesign, engineer or re-engineer or repair any product or *Insured Product*.
- 11 Any Replacement Costs – the cost of restoring *the Insured Product(s)* to merchantable quality or replacing any recalled *Insured Product(s)* that have been destroyed, are un-sellable or are unfit for its original use, with products(s) of similar value.
- 12 Any Rehabilitation Expenses – expenses actually incurred directly by the Insured as a direct result of an Insured Event to re-establish the *Insured Products(s)* to the reasonably projected level of sales or market share anticipated prior to the Insured Event.
- 13 Any Business Interruption – being Loss of Gross Profit as a result of an Insured Event.
- 14 Any Expenses incurred in the removal and/or dismantling and/or repair of property in order to restore or replace an *Insured Product* which has or could give rise to an *Insured Event* and the subsequent expenses incurred in assembly *with Insured Product* that is free of *Accidental Defects*.
- 15 Insured that could have reasonably expected to produce a *Loss* under this endorsement
- 16 Matter or legal proceedings made or brought by or on behalf of any Insured against any other Insured(s)
- 17 Liability expressly assumed by the Insured under a provision in a contract or agreement and which would not have attached in the absence of such provision

Conditions

1 Other Insurance

If, at the time of any damage or occurrence, there be any other insurance or indemnity effected by or on behalf of the Insured applicable to such event Hotai's liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this endorsement, whether in whole or in part or from contributing rateably, then Hotai's liability shall be limited in respect of any damage or occurrence to any excess beyond the amount which would have been payable under such other insurance or indemnity had this endorsement not been effected

2 Salvage

Any salvage or other recovery, after expenses incurred in salvage or recovery are deducted, will accrue entirely to the benefit of Hotai until the sum paid by Hotai has been recovered. In case of damage to property bearing a brand or trademark, or which in any way carries or implies the guarantee or the responsibility of the Insured, the salvage value of such damaged property will be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics, the costs of which will be borne by the Insured.

The goodwill and public image of the Insured will be considered in determining whether any *Insured Product(s)* should be involved in salvage recovery. Hotai's right to salvage will not be unreasonably restricted by the Insured. The Insured will have full right to the possession of all goods involved in any *Loss* under this endorsement and will retain control of all damaged goods. There can be no abandonment of any property to Hotai.

First Party Recall Costs Endorsement Schedule

Item 1	The Insured :
Item 2	Coverage Territory :
Item 3	Products Recall Expense : (a) each event's Liability (b) Aggregate Liability
Item 4	First inception date
Item 5	Deductible :
Item 6	Premium :
Item 7	Endorsement Period : From YYMMDD to YYMMDD

Hotai Third Party Recall Costs Endorsement (和泰產物第三方召回成本附加條款)

103.07.21(103)台蘇保產品字第 125988 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Section A - Insuring Agreement

Hotai will indemnify the *Insured* for its *Loss*:

- (a) in excess of the *Deductible*, but not exceeding the *Limits of Liability*; and
- (b) caused by, or resulting from, any of the *Insured Events* listed in this endorsement which were first discovered during the *Policy Period*, and were reported to Hotai:
 - (i) during the *Policy Period*; or
 - (ii) up to thirty (30) days after the expiry of the *Policy Period*;

provided that, as of the *Inception date* of this policy, the *Insured* was not aware, and could not reasonably have been aware, of circumstances which could produce a *Loss* under this endorsement.

All terms, conditions, definitions and exclusions of the policy apply to the insurance provided by this policy extension unless otherwise expressly amended.

Section B - Insured Events

This policy provides coverage for *Loss* arising out of the following:

1 Accidental Defect and Accidental Contamination

Any *Product Recall* arising out of an *Accidental Defect* or *Accidental Contamination* of an *Insured Product* which occurs during, or as a result of, its production, preparation, manufacture, labelling, packaging or distribution, provided that the use or consumption of such *Insured Product* has caused, or is likely to cause:

- (a) *Personal Injury*; and/or
- (b) *Property Damage*.

Section C - Loss

This policy provides coverage for any of the following reasonable and necessary costs which are incurred by a the *Insured* directly and solely as the result of a covered *Insured Event* and subject to the *Limits of Liability* as stated in Item 3 of the policy schedule:

All reasonable and necessary;

- 1 **Third Party Recall Costs** – *Recall Costs* for *Insured Product* as a result of an *Insured Event* that have been reasonably incurred by a customer of the *Insured* in the event that the *Insured Product* that is distributed or handled by such customer and where the *Insured* is legally obligated to reimburse the customer for such *Recall Costs*. However, the amount of such costs shall not exceed the total costs the *Insured* would have incurred in recalling such customers products. Coverage under this section is subject to the *Limits of Liability* stated in Item 3 of the policy schedule.
- 2 **Defence Costs** - fees, costs and expenses incurred by or on behalf of a *Insured* with the prior written consent of Hotai for litigation, arbitration, mediation, adjudication or any other process of dispute resolution in connection with the *Insured Event*.

Under no circumstances shall any amount claimed and paid under one *Insured Event* be recoverable under another *Insured Event*.

Loss does not include matters that may be deemed uninsurable under the law pursuant to which this policy is construed.

Section D - Definitions

- 1 ***Accidental Contamination*** means the unintentional presence of foreign substances, deficiency, impairment or mislabelling of an *Insured Product* that renders it harmful in normal use.

- 2 ***Accidental Defect*** means the unintentional fault, deficiency, imperfection or labelling of an *Insured Product* that renders it harmful in normal use.
- 3 ***Personal Injury*** means the personal injury, death, disease, illness, disability but excluding nervous shock or mental injury, unless suffered as a consequence of a *Personal Injury*, and occurring within one hundred and twenty (120) days following the consumption or use of an *Insured Product*.
- 4 ***Deductible*** means the limit above which Hotai will become liable for *Losses* up to the amount of the *Limit of Liability*, and is the amount shown at Item 5 in the policy schedule for which the *Insured* will be responsible and which will be deducted from all claims settlements under this policy.
- 5 ***Employee*** means:
- (a) any person under a contract of service, employment or apprenticeship with the *Insured*;
 - (b) **any self-employed person working under a contract with, and under the direction of, the *Insured*;**
 - (c) **any person hired by the *Insured* from another employer, subject to an agreement under which the person is deemed to be employed by the *Insured*; or**
 - (d) any student or person undertaking work for the *Insured* under a work experience or similar scheme.
- 6 ***First Inception Date*** means the date stated in Item 4 of the policy schedule.
- 7 ***Insured*** shall mean the legal entity stated in Item 1 of the policy schedule.
- 8 ***Insured Product*** means:
- (a) All topical and ingestible products for human consumption, or any of their ingredients; or
 - (b) Any finished products, or any of their components;
- that:
- (i) have been reported to Hotai for the *Policy Period*; and
 - (ii) are first marketed for sale after the *First Inception Date* specified in Item 4 the policy schedule; and
 - (iii) are in production or being prepared for sale or have been manufactured, handled or distributed by the *Insured*, or any manufacturer contracted to the *Insured*.
- (c) Any new product outside the existing product line reported to Hotai, provided that:

- (iv) written notice is given to Hotai no less than ninety (90) days prior to marketing for sale; and
- (v) the *Insured* did not know, or could not reasonably have been expected to know, as of the date of the written notice to Hotai that an *Insured Event* affecting the new product had occurred; and
- (vi) Hotai has given written acceptance of such new product within 30 days of receipt of the written notice. Such acceptance will not be unreasonably denied. At the discretion of Hotai, such acceptance may be accompanied by changes in one or more of the terms or conditions, or the premium, of this policy.

A reference to *Insured Product* in the singular includes a reference to its plural form, Insured Products, and vice versa.

- 9** *Limits of Liability* shall mean the amount stated in Item 3 of the policy schedule.
- 10** *Loss* is listed and defined in Section C of this policy.
- 11** *Policy Period* shall mean the dates specified at Item 7 of the policy schedule.
- 12** *Product Recall* shall mean the removal from production, distribution, sale, users or consumers of an *Insured Product* for inspection, disposal, replacement or modification.
- 13** *Property Damage* shall mean physical damage to, or destruction of, tangible third party property.
- 14** *Recall Costs* shall mean the following reasonable and necessary costs incurred by the *Insured*;
- (a) The cost of additional communications including crisis consultants, media announcements, media advertising and emergency response telephone lines.
 - (b) The cost of direct customer returns and other additional transportation and storage expenses incurred in recalling or withdrawing *Insured Products*.
 - (c) The cost of testing and examination of the *Insured Product* in order to determine whether replacement or rectification is necessary;
 - (d) The reasonable costs and/or expenses associated with the return and/or disposal of the *Insured Product*;
 - (e) The cost of overtime, other additional remuneration, accommodation, out of pocket expenses and travel expenses paid to regular *Employees* as well as the cost to hire additional persons to exclusively perform work in recalling or withdrawing *Insured Products*;
- but only if such costs are incurred solely and directly as a result of an Insured Event.

Exclusions

Hotai shall not be liable under this policy in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

- 1** Accidental Defect or Accidental Contamination or Malicious Tampering or Product Extortion of a product of a competitor of the *Insured* or of products similar to an *Insured*

Product(s)

- 2 Natural or gradual deterioration, decomposition, or transformation of *Insured Product(s)*, including, but not limited to, any combination or interaction among ingredients, components or packaging unless such deterioration, decomposition or transformation is as a direct result of an act, error or omission in the manufacturing of the *Insured Product(s)*.
- 3 Changes in population, customer tastes, economic conditions, seasonal sales variations, or the *Insured's* competitive environment or arising out of a change in governmental regulations or public perceptions with respect to the safety of any *Insured Product(s)*.
- 4 Any injury, damage, or claim made by a third party arising out of or in connection with the use or consumption of the *Insured Product(s)*. This includes any defence costs related to a third party lawsuit. This exclusion does not apply to third party claims for *Recall Costs*.
- 5 Intentional violation by the Insured of any legislation or regulation issued by local, national, international or governmental authority in connection with the
 - (i) testing, manufacture, sale, or distribution of any *Insured Product(s)*
 - (ii) use of any ingredients, components, materials, substances and/or packaging in the manufacturing process
 - (iii) maintenance of adequate documentation of the manufacturing process
- 6 Costs or expenses of any litigation or any proceedings before any local, national, international or governmental authority as a result of an Insured Event or otherwise.
- 7 Any Accidental Contamination or Accidental Defect arising out of;
 - (a) Bioengineering, genetic engineering or genetic modification of any *Insured Product(s)* or
 - (b) Hormone treatments of any *Insured Product(s)* or
 - (c) Irradiation of any *Insured Product(s)* or
 - (d) Transmissible Spongiform Encephalopathies (TSE)
 - (e) Failure by any party other than the *Insured* to adhere to procedures prescribed by the Insured regarding the storage, consumption, or use of an *Insured Product(s)*.
 - (f) Any Accidental Defect or Accidental Contamination that occurs after the *Insured* has failed to take reasonable corrective or preventative action in the light of knowledge of a defect or deviation, or likely defect or deviation, in the production, preparation or manufacture of *Insured Product(s)*.
- 8 Any Accidental Contamination arising out of carcinogens, regardless of whether such carcinogens are shown to have other non-carcinogenic effects.
- 9 Notwithstanding any provision in this policy, this endorsement does not insure against;
 - (a) *Loss* to land, water, all land and water based growing crops, all land and water based

livestock, and lawns or;

(b) Crop failure due to weather, pest or other cause.

- 10 Any costs associated with the expense to design or redesign, engineer or re-engineer or repair any product or *Insured Product*.
- 11 Any Replacement Costs – the cost of restoring *the Insured Product(s)* to merchantable quality or replacing any recalled *Insured Product(s)* that have been destroyed, are un-sellable or are unfit for its original use, with products(s) of similar value.
- 12 Any Rehabilitation Expenses – expenses actually incurred directly by the Insured as a direct result of an Insured Event to re-establish the *Insured Products(s)* to the reasonably projected level of sales or market share anticipated prior to the Insured Event
- 13 Any Business Interruption – being Loss of Gross Profit as a result of an Insured Event.
- 14 Any Expenses incurred in the removal and/or dismantling and/or repair of property in order to restore or replace an *Insured Product* which has or could give rise to an *Insured Event* and the subsequent expenses incurred in assembly *with Insured Product* that is free of *Accidental Defects*.
- 15 Insured that could have reasonably expected to produce a *Loss* under this policy
- 16 Matter or legal proceedings made or brought by or on behalf of any Insured against any other Insured(s)
- 17 Liability expressly assumed by the Insured under a provision in a contract or agreement and which would not have attached in the absence of such provision

Conditions

3 Other Insurance

If, at the time of any damage or occurrence, there be any other insurance or indemnity effected by or on behalf of the Insured applicable to such event Hotai's liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this policy, whether in whole or in part or from contributing rateably, then Hotai's liability shall be limited in respect of any damage or occurrence to any excess beyond the amount which would have been payable under such other insurance or indemnity had this policy not been effected

4 Salvage

Any salvage or other recovery, after expenses incurred in salvage or recovery are deducted, will accrue entirely to the benefit of Hotai until the sum paid by Hotai has been recovered. In case of damage to property bearing a brand or trademark, or which in any way carries or implies the guarantee or the responsibility of the Insured, the salvage value of such damaged property will be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics, the costs of which will be borne by the Insured.

The goodwill and public image of the Insured will be considered in determining whether any *Insured Product(s)* should be involved in salvage recovery. Hotai's right to salvage will not be unreasonably restricted by the Insured. The Insured will have full right to the possession of all goods involved in any *Loss* under this policy and will retain control of all damaged goods. There can be no abandonment of any property to Hotai.

Third Party Recall Costs Endorsement Schedule

Item 1	The Insured :
Item 2	Coverage Territory :
Item 3	Products Recall Expense : (a) each event's Liability (b) Aggregate Liability
Item 4	First inception date
Item 5	Deductible :
Item 6	Premium :
Item 7	Endorsement Period : From YYMMDD to YYMMDD

Hotai First & Third Party Recall Costs Endorsement (和泰產物第一方及第三方召回成本附加條款)

103.07.21(103)台蘇保產品字第 125988 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Section A - Insuring Agreement

Hotai will indemnify the *insured* for its *Loss*:

- (a) in excess of the deductible, but not exceeding the *Limits of Liability*; and
- (b) caused by, or resulting from, any of the *Insured Events* listed in this endorsement which were first discovered during the *Endorsement Period*, and were reported to Hotai:
 - (i) during the *Endorsement Period*; or
 - (ii) up to sixty (60) days after the expiry of the *Endorsement Period*;

provided that, as of the *Inception date* of this endorsement, the *Insured* was not aware, and could not reasonably have been aware, of circumstances which could produce a *Loss* under this endorsement.

All terms, conditions, definitions and exclusions of the insurance apply to the insurance provided by this *endorsement* extension unless otherwise expressly amended.

Section B - Insured Events

This endorsement provides coverage for *Loss* arising out of the following:

1 **Accidental Defect and Accidental Contamination**

Any *Product Recall* arising out of an *Accidental Defect* or *Accidental Contamination* of an *Insured Product* which occurs during, or as a result of, its production, preparation, manufacture, labelling, packaging or distribution, provided that the use or consumption of such *Insured Product* has caused, or is likely to cause:

- (a) *Personal Injury*; and/or
- (b) *Property Damage*.

Section C - Loss

This *Endorsement* provides coverage for any of the following reasonable and necessary costs which are incurred by the *Insured* directly and solely as the result of a covered *Insured Event* and subject to the *Limits of Liability* as stated in Item 3 of the First & Third Party Recall Costs Endorsement schedule:

All reasonable and necessary;

- 1 **Insured Product Recall Costs** – deemed to be equivalent to the *Recall Costs* incurred by the *Insured* as a result of an *Insured Event*.
- 2 **Third Party Recall Costs** – *Insured Product Recall Costs* that have been reasonably incurred by a customer of a the *Insured* in the event that the *Insured Product* are distributed or handled by such customer and where the *Insured* is legally obligated to reimburse the customer for such *Recall Costs*. However, the amount of such costs shall not exceed the total costs the *Insured* would have incurred in recalling such customers products. Coverage under this section is subject to the *Limits of Liability* stated in Item 3 of the First & Third Party Recall Costs Endorsement schedule.
- 3 **Defence Costs** - fees, costs and expenses incurred by or on behalf of a *Insured* with the prior written consent of Hotai for litigation, arbitration, mediation, adjudication or any other process of dispute resolution in connection with the *Insured Event*.

Under no circumstances shall any amount claimed and paid under one *Insured Event* be recoverable under another *Insured Event*.

Loss does not include matters that may be deemed uninsurable under the law pursuant to which this endorsement is construed.

Section D - Definitions

- 1 **Accidental Contamination** means the unintentional presence of foreign substances, deficiency, impairment or mislabelling of an *Insured Product* that renders it harmful in normal use.
- 2 **Accidental Defect** means the unintentional fault, deficiency, imperfection or labelling of an *Insured Product* that renders it harmful in normal use.
- 3 **Personal Injury** means the personal injury, death, disease, illness, disability but excluding nervous shock or mental injury, unless suffered as a consequence of a *Personal Injury*.

- 4 **Deductible** means the limit above which Hotai will become liable for Losses up to the amount of the Limit of Liability, and is the amount shown at Item 5 in the schedule for which the Insured will be responsible and which will be deducted from all claims settlements under this endorsement.
- 5 **Employee** means:
- (a) any person under a contract of service, employment or apprenticeship with the *Insured*;
 - (b) **any self-employed person working under a contract with, and under the direction of, the *Insured*;**
 - (c) **any person hired by the *Insured* from another employer, subject to an agreement under which the person is deemed to be employed by the *Insured*; or**
 - (d) any student or person undertaking work for the *Insured* under a work experience or similar scheme.
- 6 **First Inception Date** means the date stated in Item 4 of the First & Third Party Recall Costs Endorsement schedule.
- 7 **Insured** shall mean the legal entity stated in Item 1 of the First & Third Party Recall Costs Endorsement schedule.
- 8 **Insured Product** means:
- (a) All topical and ingestible products for human consumption, or any of their ingredients; or
 - (b) Any finished products, or any of their components;
- that:
- (i) have been reported to Hotai for the *Endorsement Period*; and/or
 - (ii) are first marketed for sale after the *First Inception Date* specified in Item 4 the First & Third Party Recall Costs Endorsement schedule; and/or
 - (iii) are in production or being prepared for sale or have been manufactured, handled or distributed by the Insured, or any manufacturer contracted to the *Insured*.
- (c) Any new product outside the existing product line reported to Hotai, provided that:
 - (vii) written notice is given to Hotai no less than forty-five (45) days prior to marketing for sale; and
 - (viii) the *Insured* did not know, or could not reasonably have been expected to know, as of the date of the written notice to Hotai that an *Insured Event* affecting the new product had occurred; and

- (ix) Hotai has given written acceptance of such new product within 30 days of receipt of the written notice. Such acceptance will not be unreasonably denied. At the discretion of Hotai, such acceptance may be accompanied by changes in one or more of the terms or conditions, or the premium, of this endorsement.

A reference to *Insured Product* in the singular includes a reference to its plural form, Insured Products, and vice versa.

- 9 **Limits of Liability** shall mean the amount stated in Item 3 of the First & Third Party Recall Costs Endorsement schedule.
- 10 **Loss** is listed and defined in Section C of this endorsement.
- 11 **Endorsement Period** shall mean the dates specified at Item 7 of the First & Third Party Recall Costs Endorsement schedule.
- 12 **Product Recall** shall mean the removal from production, distribution, sale, users or consumers of an *Insured Product* for inspection, disposal, replacement or modification.
- 13 **Property Damage** shall mean physical damage to, or destruction of, tangible third party property.
- 14 **Recall Costs** shall mean the following reasonable and necessary costs incurred by the *Insured*;
- (a) The cost of additional communications including crisis consultants, media announcements, media advertising and emergency response telephone lines.
 - (b) The cost of direct customer returns and other additional transportation and storage expenses incurred in recalling or withdrawing *Insured Products*.
 - (c) The cost of testing and examination of the *Insured Product* in order to determine whether replacement or rectification is necessary;
 - (d) The reasonable costs and/or expenses associated with the return and/or disposal of the *Insured Product*;
 - (e) The cost of overtime, other additional remuneration, accommodation, out of pocket expenses and travel expenses paid to regular *Employees* as well as the cost to hire additional persons to exclusively perform work in recalling or withdrawing *Insured Products*;
- but only if such costs are incurred solely and directly as a result of an Insured Event.

Exclusions

Hotai shall not be liable under this endorsement in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

- 1 Accidental Defect or Accidental Contamination or Malicious Tampering or Product Extortion of a product of a competitor of the *Insured* or of products similar to an *Insured Product(s)*
- 2 Natural or gradual deterioration, decomposition, or transformation of *Insured Product(s)*, including, but not limited to, any combination or interaction among ingredients, components

or packaging unless such deterioration, decomposition or transformation is as a direct result of an act, error or omission in the manufacturing of the *Insured Product(s)*.

- 3 Changes in population, customer tastes, economic conditions, seasonal sales variations, or the *Insured's* competitive environment or arising out of a change in governmental regulations or public perceptions with respect to the safety of any *Insured Product(s)*.
- 4 Any injury, damage, or claim made by a third party arising out of or in connection with the use or consumption of the *Insured Product(s)*. This includes any defence costs related to a third party lawsuit. This exclusion does not apply to third party claims for *Recall Costs*.
- 5 Intentional violation by the Insured of any legislation or regulation issued by local, national, international or governmental authority in connection with the
 - (i) testing, manufacture, sale, or distribution of any *Insured Product(s)*
 - (ii) use of any ingredients, components, materials, substances and/or packaging in the manufacturing process
 - (iii) maintenance of adequate documentation of the manufacturing process
- 6 Costs or expenses of any litigation or any proceedings before any local, national, international or governmental authority as a result of an Insured Event or otherwise.
- 7 Any Accidental Contamination or Accidental Defect arising out of;
 - (a) Bioengineering, genetic engineering or genetic modification of any *Insured Product(s)* or
 - (b) Hormone treatments of any *Insured Product(s)* or
 - (c) Irradiation of any *Insured Product(s)* or
 - (d) Transmissible Spongiform Encephalopathies (TSE)
 - (e) Failure by any party other than the *Insured* to adhere to procedures prescribed by the Insured regarding the storage, consumption, or use of an *Insured Product(s)*.
 - (f) Any Accidental Defect or Accidental Contamination that occurs after the *Insured* has failed to take reasonable corrective or preventative action in the light of knowledge of a defect or deviation, or likely defect or deviation, in the production, preparation or manufacture of *Insured Product(s)*.
- 8 Any Accidental Contamination arising out of carcinogens, regardless of whether such carcinogens are shown to have other non-carcinogenic effects.
- 9 Notwithstanding any provision in this endorsement, this endorsement does not insure against;
 - (a) *Loss* to land, water, all land and water based growing crops, all land and water based livestock, and lawns or;
 - (b) Crop failure due to weather, pest or other cause.

- 10 Any costs associated with the expense to design or redesign, engineer or re-engineer or repair any product or *Insured Product*.
- 11 Any Replacement Costs – the cost of restoring *the Insured Product(s)* to merchantable quality or replacing any recalled *Insured Product(s)* that have been destroyed, are un-sellable or are unfit for its original use, with products(s) of similar value.
- 12 Any Rehabilitation Expenses – expenses actually incurred directly by the Insured as a direct result of an Insured Event to re-establish the *Insured Products(s)* to the reasonably projected level of sales or market share anticipated prior to the Insured Event.
- 13 Any Business Interruption – being Loss of Gross Profit as a result of an Insured Event.
- 14 Any Expenses incurred in the removal and/or dismantling and/or repair of property in order to restore or replace an *Insured Product* which has or could give rise to an *Insured Event* and the subsequent expenses incurred in assembly *with Insured Product* that is free of *Accidental Defects*.
- 15 Insured that could have reasonably expected to produce a *Loss* under this endorsement
- 16 Matter or legal proceedings made or brought by or on behalf of any Insured against any other Insured(s)
- 17 Liability expressly assumed by the Insured under a provision in a contract or agreement and which would not have attached in the absence of such provision

Conditions

5 Other Insurance

If, at the time of any damage or occurrence, there be any other insurance or indemnity effected by or on behalf of the Insured applicable to such event Hotai's liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this endorsement, whether in whole or in part or from contributing rateably, then Hotai's liability shall be limited in respect of any damage or occurrence to any excess beyond the amount which would have been payable under such other insurance or indemnity had this endorsement not been effected

6 Salvage

Any salvage or other recovery, after expenses incurred in salvage or recovery are deducted, will accrue entirely to the benefit of Hotai until the sum paid by Hotai has been recovered. In case of damage to property bearing a brand or trademark, or which in any way carries or implies the guarantee or the responsibility of the Insured, the salvage value of such damaged property will be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics, the costs of which will be borne by the Insured.

The goodwill and public image of the Insured will be considered in determining whether any *Insured Product(s)* should be involved in salvage recovery. Hotai's right to salvage will not be unreasonably restricted by the Insured. The Insured will have full right to the possession

of all goods involved in any *Loss* under this endorsement and will retain control of all damaged goods. There can be no abandonment of any property to Hotai.

First & Third Party Recall Costs Endorsement Schedule

Item 1	The Insured :
Item 2	Coverage Territory :
Item 3	Products Recall Expense : (a) each event's Liability (b) Aggregate Liability
Item 4	First inception date
Item 5	Deductible :
Item 6	Premium :
Item 7	Endorsement Period : From YYMMDD to YYMMDD

Hotai Defense/Legal Costs Included Clause (和泰產物訴訟及理賠費用附加條款)

[103.08.18\(103\)台蘇保產品字第 126210 號函備查](#)
[106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正](#)

Defense/Legal Costs Included Clause

It is hereby declared and agreed that defense/legal costs should be included in the limit of liability of this policy.

All other terms and conditions remain unchanged.

Hotai Loss of Use Exclusion (和泰產物附帶損失除外不保附加條款)

[103.08.18\(103\)台蘇保產品字第 126212 號函備查](#)
[106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正](#)

Loss of Use Exclusion

It is hereby declared and agreed that, any kind of loss of use resulting from the property damage should be excluded under this policy.

All other terms and conditions remain unchanged.

Hotai Program Limit Clause

(和泰產物全球保險計畫保險金額附加條款)

103.08.18(103)台蘇保產品字第 126214 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Program Limit Clause

For all International Insurance Program Policies combined the Insurers will pay no more in any one Occurrence than the applicable Limits of Liability stipulated in this Policy (Program Limit) and the Insurers will pay no more in any one Policy Year than the applicable Annual Aggregate Limits of Liability regardless of the number of Occurrences involved.

Hotai Medical Payments Endorsement

(和泰產物醫療費用附加條款)

103.09.23 (103)台蘇保產品字第 126226 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Medical Payments Endorsement

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident;and
The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a

similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

Hotai Independent Contractors Liability Clause
(和泰產物獨立承攬人責任附加條款)

103.09.23 (103)台蘇保產品字第 126228 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Independent Contractors Liability Clause

It is agreed that this Policy extends to indemnify all sums which the Insured shall become legally liable to pay as compensation for bodily injury or damage to property arising out of or caused by or in connection with the alteration of and/or addition to any premises owned occupied or managed by the Insured subject the contract value under NT\$_____ and sublimit of NT\$_____

Provided that if the claims so submitted is covered by any one or more specific insurance, then this policy shall not insure the same except only as regards any excess beyond the limit of liability covered by such more specific insurance.

Subject otherwise to the terms, conditions and exclusions of the original policy.

Hotai Choking or Suffocation Exclusion
(和泰產物咽噎窒息除外責任附加條款)

104.2.6(104)台蘇保產品字第 125812 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with choking or suffocation regardless of any other cause or event contributing concurrently or in any other sequence to the loss; This endorsement also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to choking or suffocation.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or exclude coverage for any such claims, suits or proceedings.

Hotai Primary and Non-Contributory Insurance Clause
(和泰產物基層及非可分攤保險附加條款)

104.2.6(104)台蘇保產品字第 125814 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正
109.6.22(109)和泰產商品字第 125960 號函備查

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is hereby noted and agreed that the coverage afforded under this Policy is primary, non-contributory and not be excess coverage with regard to any other available insurance to the "Designated Person and/or Organization" and related condition" as scheduled.

Designated Person or Organization: [insert Designated Person or Organization and related condition]

Hotai International Insurance Program -Hold Harmless Clause

(和泰產物全球保險計畫-補償附加條款)

104.03.24(104)台蘇保產品字第 125822 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

In the event that the Program Limit is exceeded by payments made on any or all of the International Insurance Program Policies for the same Occurrence or during any one Policy Year, the Policyholder undertakes to reimburse the Insurers in respect of any amount paid or expenses incurred by the Insurers in excess of the Program Limit where such payment or expense arises out of a liability under the terms of this policy.

Any amount due to the Insurers under this Policy pursuant to the terms of this clause will be paid by the Policyholder within 28 days of notice from the Leading Insurer giving details of the payment or expense incurred.

Hotai International Insurance Program-Interlocking Clause and Limits

(和泰產物全球保險計畫-保險單與保險金額鏈結附加條款)

104.03.27(104)台蘇保產品字第 125824 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

This Policy is a Specific Local Policy issued as part of an International Insurance Program. The International Insurance Program arrangement is a compilation of the following policies called International Insurance Program Policies:

- Master Policy issued by Zurich Insurance Company in ____ (Producing Country)
- FoS (Freedom of Services) Hub Master Policy (where applicable)
- Specific Local Policies

For all International Insurance Program Policies combined the Insurers will pay no more in any one Occurrence than the applicable Limits of Liability stipulated in the Master Policy (Program Limit) and the Insurers will pay no more in any one Policy Year than the applicable Annual Aggregate Limits of Liability regardless of the number of Occurrences involved.

All payments made under the International Insurance Program Policies for the same Occurrence shall be counted in diminution of the Program Limit. Payments made for losses or damages which are subject to an Annual Aggregate Limit will be deducted in the Policy Year to which the claims are allocated according to the dates of the Occurrence.

Once the Program Limit has been reached, no claims will be paid under this Policy, even if the respective limits of this Policy have not been reached. Exempted hereof are mandatory coverages which the Insurers are required to provide by law in the Jurisdiction of this Policy and where a specific limit in line with legal requirements has been granted by the Insurers under this Policy.

Hotai Nose Coverage
(和泰產物前期責任保險附加條款)

106.8.15(106)和泰產商品字第 126378 號函備查

In consideration of additional premium paid, this insurance is extended to include "Claims" which are first made against any "insured" (including Vendors) on or after the inception of this policy, and which arise solely out of "bodily injury" and/or "property damage" to which this insurance applies that occurred between _____ and _____ (both dates inclusive).

It is also understood and agreed that the inclusion of such coverage as is provided by this endorsement shall not increase or extend the aggregate limit of the company's liability under this policy beyond that which is specified in the policy.

This endorsement coverage excludes liability arising out of circumstances and/or claims known to any "insured" (including Vendors) at the inception of the period of insurance and/or notified to an insurer of a previous policy(ies).

As used in the endorsement :

"Claims" means a written demand made on the "insured" by a third party for monetary damages. All claims afforded coverage by virtue of this endorsement are subject to a deductible of _____ each and every claim.

Only the following Products manufactured by the "insured" are afforded coverage by this endorsement:

Product(s):

Hotai Principal Endorsement

106.10.5(106)和泰產商品字第 125806-C 號函送保險商品資料庫

It is hereby declared and agreed that any change or termination of this insurance without agreement of Principal will be invalid.

The Principal shall mean _____

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Hotai USA/Canada Domiciled Operations Exclusion
(和泰產物美加地區營運風險除外不保附加條款)

[107.10.2\(107\)和泰產商品字第 125954 號函備查](#)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any [insert Named Insured's / Insured] USA/Canada domiciled operations.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

Hotai USA/Canada Domiciled Operations Exclusion

– Except Sales/Marketing Office

(和泰產物美加地區營運風險除外不保附加條款-不包括銷售處所)

[107.10.2\(107\)和泰產商品字第 125955 號函備查](#)

[108.8.6\(108\)和泰產商品字第 125930 號函備查](#)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this policy does not apply to any claim arising directly or indirectly out of, caused by, resulting from or in connection with any Named Insured's USA/ Canada domiciled operations. However, this exclusion does not apply to [insert coverage] arising out of sales and marketing business of the [insert Named Insured / Insured] provided by [insert company & address].

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

Hotai USA/Canada Domiciled Operations Exclusion

– Exported Products Exception

(和泰產物美加地區營運風險除外不保附加條款-不包括出口產品)

[107.10.2\(107\)和泰產商品字第 125956 號函備查](#)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance does not apply to any claim arising directly or indirectly out of, caused by, resulting from, or in connection with any USA/Canada domiciled operations except where shall only apply in respect of Bodily Injury or Property Damage occurring during the Policy Period as a result of an Occurrence caused by products insured exported into USA/Canada.

The addition of this endorsement does not imply that other policy provisions do not otherwise preclude or excluded coverage for any such claims, suits or proceedings.

Hotai Tenant's Liability Clause (for CGL Coverage Form)

(和泰產物商業綜合保險承租人責任附加條款)

[107.10.2\(107\)和泰產商品字第 125957 號函備查](#)

It is hereby declared and agreed that this policy is extended to cover the legal liability of the tenant to indemnify the Landlord against any property whatsoever whether directly or indirectly through the defective or damaged condition of any part of the interior of the said premises or any fittings, fixtures or wiring therein for the repair of which the Tenant is responsible or through or in any way owing to the spread of fire or smoke or the overflow of water from the said premises or any part thereof or through the act, default or neglect of the tenant, his servants, agents or licensees.

Provided that the limit of indemnity shall apply inclusive of this clause.

Hotai Failure to Supply Exclusion
(和泰產物未能供應除外不保附加條款)

107.10.2(107)和泰產商品字第 125958 號函備查

This insurance does not apply to any liability arising out of the Insured's failure to supply or from fluctuations in the supply of any gas, oil, water, electricity, chemicals, products, materials or services.

All other financial losses resulting from such failure to supply or from fluctuations in supply are excluded from the cover.

Hotai Advertising, Signs and Decorations Liability
(和泰產物廣告、招牌及裝飾責任附加條款)

107.12.20(107)和泰產商品字第 126205 號函備查

For the avoidance of doubt, it is confirmed that, subject otherwise to the terms, conditions and exclusions of this policy, we will pay damages that the Named Insured becomes legally obligated to pay by reason of liability imposed by law for bodily injury or property damage caused by an occurrence arising out of the Named Insured's advertising signs and decorations and the like.

All other terms and conditions remain unchanged.

Hotai Aircraft/Watercraft Products Exclusion
(和泰產物航空器或船隻產品除外不保附加條款)

107.12.20(107)和泰產商品字第 126206 號函備查

It is hereby agreed and understood that the coverage afforded by this policy shall not apply to occurrences arising out of (1) aircraft and/or watercraft products as defined herein, or (2) operation in connection with such aircraft and/or watercraft products.

It is further agreed that the following is added to the definitions of the policy:

"Aircraft and/or watercraft products" means (A) Aircraft and/or watercraft, including missiles or spacecraft and any ground support or control equipment used therewith; (B) Any articles furnished by or on behalf of the Named Insured and installed in aircraft and/or watercraft, or used in connection with aircraft and/or watercraft or for spare or replacement parts for aircraft and/or watercraft, including ground handling tools and equipment; and (C) Training aids, instructions, manuals, blueprints, engineering or other advice and services and labor relating to such aircraft and/or watercraft or articles.

Hotai Car Park Endorsement
(和泰產物停車場附加條款)

107.12.20(107)和泰產商品字第 1226207 號函備查

It is hereby agreed that this policy extends to provide indemnity in respect of Named Insured's legal liability for accident resulting in loss of or damage to motor vehicle whilst in Named Insured's control or parked in on or about Named Insured's premises.

Provided that

1. the Named Insured shall take all reasonable precautions to prevent loss of or damage to any property and/or motor vehicle.
2. our liability under this endorsement shall not exceed [insert limit] each occurrence and [insert limit] annual aggregate. Total limit of this policy will remain unchanged.

All other terms and conditions remain unchanged.

Hotai Co-Insurance Clause
(和泰產物共保條款)

107.12.20(107)和泰產商品字第 126208 號函備查

Any reference to the Company shall be deemed to refer to the following Co-Insurers, but in relation to each only to the extent of their proportion of total liability stated below. Each Co-Insurer's obligations are several and not joint and limited solely to the extent of the stated proportion. No Co-Insurer is responsible for the proportion of any other Co-Insurer who for any reason does not satisfy all or any part of its obligations. The Leading Company (being the first Co-Insurer identified below) has been duly authorised by such Co-Insurers to sign this policy and endorsements on their behalf.

[insert Co-Insurer's information]

Hotai Fire Brigade and Water Damage Clause
(和泰產物消防救火所致損害附加條款)

107.12.20(107)和泰產商品字第 126209 號函備查

The policy is extended to cover claims made in respect of damage to the property of third parties arising out of the use of the water or chemical by the Fire Services Department to extinguish a fire in the Named Insured's described premises

All other terms and conditions remain unchanged.

Hotai Food and Drink Poisoning Liability Endorsement
(和泰產物食物中毒附加條款)

107.12.20(107)和泰產商品字第 126210 號函備查

This Policy is extended to cover your legal liability for poisoning of any kind arising from food and/or drink sold or supplied or to the presence of deleterious matter in such food and/or drink supplied by you to any third party.

However, this Policy shall be in excess of any collectible or recoverable insurance.

All other terms and conditions remain unchanged.

Hotai Sudden and Accidental Pollutions - Time Element
(和泰產物突發及意外污染責任損害附加條款)

107.12.20(107)和泰產商品字第 126211 號函備查

1. As a supplement to Exclusions of the Coverage Part for **[Insert Coverage such as Premises operation/Products liability/completed operation insurance]** the insurance cover does not apply to bodily injury and property damage arising out of the discharge, dispersal or other release (e.g. spilling, leaking, emitting or pouring) of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any water course or body of water, with the exception of such discharge, dispersal or release where the following five conditions are present:
 - a. the cause of the discharge, dispersal or other release was neither expected nor intended by the Named Insured or persons employed by the Named Insured and occurred suddenly and accidental;
 - b. the beginning of the discharge, dispersal or other release occurred during the policy period;
 - c. the discharge, dispersal or other release was physically evident by the Named Insured or other person within 72 hours of the beginning of the discharge, dispersal or other release;
 - d. the initial bodily injury or property damage caused by the discharge, dispersal or release occurred within 72 hours of the beginning of the discharge, dispersal or other release;
 - e. Notwithstanding any other obligations of the Named Insured on the event of occurrence, claim, lawsuit or any other policy condition, all claims made against the Named Insured under this coverage must be reported to the Insurer as soon as practicable, but not later than 30 days after the commencement of the discharge, dispersal or other release.

If the Named Insured and the Insurer should disagree to when a discharge, dispersal or other

release became evident, the burden of proving that all five enumerated conditions are met rests with the Named Insured, at the Named Insured's own expense. Until such proof is accepted by the Insurer, the Insurer may, but is not obliged to, defend any claim.

2. The coverage shall not apply to:
 - a. costs of evaluating, monitoring or controlling of pollution or contaminating substances;
 - b. costs of removing polluting or contaminating substances on property owned or leased by the Named Insured or being otherwise under control of the Named Insured.
 - c. claims against persons (Named Insureds or co-Insureds) who cause the loss by knowingly deviating from such law, ordinances or official regulations directed towards the Named Insured that are designed to protect the environment;
 - d. claims against persons (Named Insureds or co-Insured) who cause loss by knowingly failing to follow guidelines or user instructions specified by the manufacturer in line with the state of the art for application, or defined regular controls, inspections or maintenance or knowingly fail to carry out essential repairs;
 - e. claims in connection with locations or sites used for processing, treating, temporarily or permanently storing, clearing or disposing of waste or waste-like materials;
 - f. claims arising out of losses caused by sub-surface operations or interventions or by impairment, damage or loss of sub-surface substances (e.g. oil, gas and suchlike);
 - g. claims arising from losses involving carcinogenic substances.
3. The sum insured for this extended insurance is [insert limits] for each and every any year of insurance within the total sum insured.
4. The Named Insured shall bear the deductible stated in the aforesaid schedule for each and every claim of this nature.
5. The other provisions of the General Terms and Conditions and the insurance contract are not affected.

Hotai Cross Liability Clause (A) (和泰產物交互責任附加條款(A))

108.2.22(108)和泰產商品字第 125839 號函備查

Where more than one party comprises the Insured each of the parties shall for the purposes of this Policy be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the

said parties.

The maximum amount payable by the Company for damages in respect of one Occurrence or all occurrences of a series consequent of or attributable to one source or original cause irrespective of the number of parties claiming indemnity hereunder shall not exceed the amounts stated in the Schedule as the Limits of Indemnity.

All other terms and conditions remain unchanged.

Hotai Data Risk & Cyber Liability Exclusion
(和泰產物資料/數據風險及電腦網路責任除外不保附加條款)

[108.2.22\(108\)和泰產商品字第 125840 號函備查](#)
[109.4.10\(109\)和泰產商品字第 125849 號函備查](#)

This [insert: Policy or policy] does not apply in respect of any loss, damage, liability, claim, cost or expense arising directly or indirectly from or in connection with:

Data Risk

the modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of Data or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data.

Cyber

i) unauthorised access (including access by Malware) to;
ii) the presence of Malware on;
iii) the spread of Malware by;
iv) the unauthorised use of;
v) the malicious use of; or
vi) malicious interference with (including, but not limited to, a distributed denial of service attack against);
any Computer System owned, operated, controlled, leased or used by or on behalf of [insert: the Named Insured/Insured or you].

For the purposes of this exclusion only:

Computer System means

any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that

have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

Data means

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to [insert: the Named Insured/Insured or you].

Malware means

programmes, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or Data within, any software or Computer System, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

Hotai Efficacy Exclusion Clause 01

(和泰產物未達預期功效除外不保附加條款 01)

[108.2.22\(108\)和泰產商品字第 125841 號函備查](#)

This policy does not apply to liability for bodily injury and/or property damage resulting from the failure of any of the Named Insured's products to correctly fulfil its intended use or function and/or meet the level of performance, quality, fitness or durabilities warranted or represented by the Named Insured.

All other terms and conditions remain unchanged.

Hotai Efficacy Exclusion Clause 02

(和泰產物未達預期功效除外不保附加條款 02)

[108.2.22\(108\)和泰產商品字第 125842 號函備查](#)

This policy does not apply to liability for bodily injury and/or property damage resulting from the failure of the Named Insured's products to cure, alleviate, prevent, monitor, eliminate or retard bodily injury and/or property damage where such products are represented, warranted, designed or agreed by the Named Insured to cure, alleviate, prevent, eliminate or retard bodily injury and/or property damage.

All other terms and conditions remain unchanged.

Hotai Expense of repair, replacement, recall, upgrade or withdrawal - Errors and Omission Liability Endorsement Exclusion Amended (A)

(和泰產物修復、替換、召回、更新或回收之費用 - 修改錯誤與疏漏責任附加條款除外不保事項附加條款(A))

108.3.22(108)和泰產商品字第 125845 號函備查

It is hereby declared and agreed that Exclusion clause 3.11 of Errors and Omission Liability Endorsement (A) is deleted entirely and replaced by the following:

Any repair, replacement, recall, upgrade or withdrawal of any products manufactured, installed, sold, supplied, or distributed by the Insured, including the repair, replacement, recall upgrade or withdrawal of any goods containing or incorporating the Insured's products, regardless of whether such adjustment, inspection, recall, removal, repair, replacement or withdrawal is performed by any Insured or others.

However, the expense or cost incurred by any third party other than Insured for such adjustment, inspection, recall, removal, repair, replacement or withdrawal of any Insured products or any goods containing or incorporating the Insured products arises from an actual or alleged negligent act, error or omission committed by the Insured in the execution of providing any contracted products, should be treated as third parties' financial loss and should not be excluded by this policy.

Hotai Error and Omission Liability Endorsement (A) (Claims-Made Form)

(和泰產物錯誤與疏漏責任附加條款(A) (索賠基礎制))

108.3.22(108)和泰產商品字第 125847 號函備查

1. Compensation

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages and claimant's costs and expenses arising from any Claim or Claims first made against the Insured and notified to the Company during the Period of Insurance arising out of any negligent act, error or omission by or on behalf of the Insured, relating to the Insured Product and The Business, committed or alleged to have been committed subsequent to the retroactive date (as shown hereunder).

The terms 'negligent act, error or omission' shall include any breach arising from the enforcement of any judgement, order or award in respect of any action brought in any court of law, arbitration, tribunal or other judicial body within the geographical limits but shall not include any such breach

arising:

- (1) under the penal or criminal provisions of any of those statutes or
- (2) from conduct of any of the Persons Insured which is fraudulent or intended to mislead or deceive.

Aggregation of Claims

All Claims arising out of, based upon, attributable to or in respect of a single negligent act, error or omission or series of negligent acts, errors or omissions consequent upon or attributable to one source or original cause shall be considered to be a single Claim and shall attract one deductible.

2. Definitions Applicable to this Endorsement

2.1 "Claim" or "Claims" shall mean:

- (a) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issued against or serviced upon the Insured; or
- (b) the receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured.

2.2 "Damages" means any loss that is economic in nature and is not consequent upon Personal Injury or Damage to Property.

3. Exclusions applicable to this endorsement

The Company shall not be liable in respect of -

3.1 Any Claim:

- (a) first made against the Insured prior to the inception of the Period of Insurance
- (b) directly or indirectly arising out of or in respect of facts or circumstances which were:
 - (i) known to the Insured prior to the inception of the Period of Insurance and which might give rise to a Claim; or
 - (ii) notified under any insurance which was in force prior to the inception of the Period of Insurance.

3.2 Any Claim which is based on or is attributable to the Insured's failure or omission to effect or maintain insurance.

3.3 Any Claim directly or indirectly arising out of or in respect of the discharge, dispersal, release or

escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water.

3.4 Any Claim directly or indirectly arising out of or in respect of any form of industrial action, whether such action is taken by the Insured's employees or by others.

3.5 Any Claim assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement.

3.6 Any Claim indemnifiable under the Public and Products Liability Wording or which is the subject of an Exclusion under those Sections except for coverage explicitly provided by this endorsement.

3.7 Any Claim directly or indirectly arising from or in respect of the Insured's functions and duties as a director and/or officer of the insured or any legal entity, corporation or other incorporated body.

3.8 Any Claim directly or indirectly arising out of or in respect of a Negligent act, error or omission committed or alleged to have been committed by a director or officer of the Insured's staff superannuation fund or funds in the course of their duties in such capacity

3.9 Any Claim directly or indirectly arising out of or in respect of libel or slander

3.10 Any Claim directly or indirectly arising out of or in respect of any dishonest, fraudulent, criminal or malicious act, error or omission by any of the Insured or any of the Insured's Employees,

3.11 Any cost for repairing, reconditioning, replacing, making good or recalling any of the Insured's Products or faulty or inadequate workmanship performed by the Insured or on the Insured's behalf.

3.12 Any Claim directly or indirectly arising out of or in respect of any trading debt incurred, or any guarantee in respect of such debt given, by the Insured or any of the Insured's Employees.

3.13 Any Claim or costs or expenses directly or indirectly arising out of or in respect of work undertaken for on behalf of

(a) any company or firm in which the Insured or any of the Insured's Employees exercises or has exercised a controlling interest or

(b) The Insured's parent company (if any) any of the Insured's subsidiary company, or any other company in which the Insured or Insured's parent company has or has held at least 20% financial interest unless such Claim or costs or expenses emanates from an independent third party

3.14 Any Claim directly or indirectly arising out of or in respect of advice, design, consultancy, specification, formula or supervision given or undertaken by the Insured which is:

- (a) not related to the Insured's Product/s, or
- (b) for a fee

3.15 Any Claim directly or indirectly arising out of or in respect of wear, tear or gradual deterioration of the Insured's Product.

3.16 Any Claim directly or indirectly arising out of or in respect of cost guarantees or estimates of probable costs given by the Insured.

3.17 Any Claim directly or indirectly arising out of or in respect of the infringement of a patent, copyright, trademark, service mark, trade dress, trade name, trade secret or other intellectual property rights.

3.18 Any Claim arising directly or indirectly from or in respect of any liability which is incurred or affected by the Insured's reason at any time entering into a deed or agreement excluding, limiting or delaying the Insured's legal rights of recovery against another.

3.19 Any claim in respect of fines or penalties; or liquidated, punitive or exemplary damages or multiplication of awards.

3.20 Any Claim arising directly or indirectly out of the delay in the performance of services, including delay in delivery or out of the failure to supply products or services.

4. Limit of Liability

The Company's total Errors & Omissions aggregate liability for damages and claimant's costs and expenses arising from all Claims first made against the Insured and notified to the Company during the Period of Insurance shall not exceed US\$ TBA each occurrence and annual aggregate (inclusive of Additional Payments).

5. Deductible applicable to this Endorsement: TBA every Occurrence (Costs Inclusive)

6. Retroactive Date: TBA

It is agreed that the General Definitions, General Exclusions, General Conditions, Policy Conditions and Claims Conditions of the Policy shall apply to this Endorsement

Hotai Food and Drink Poisoning Liability Endorsement(A)
(和泰產物食物中毒責任附加條款(A))

108.7.3(108)和泰產商品字第 125910 號函備查

This Policy is extended to cover your legal liability for poisoning of any kind arising from food and/or drink sold or supplied or to the presence of deleterious matter in such food and/or drink supplied by you to any third party.

It is further agreed that this endorsement is extended to cover employees of the Name insured. However, this policy shall be in excess of any collectible or recoverable insurance.

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

Hotai Innkeeper's Liability and Safe Deposit Box Clause
(和泰產物旅館業責任及保管箱附加條款)

108.7.3(108)和泰產商品字第 125911 號函備查

In consideration of the payment of the premium stated above, it is hereby understood and agreed that this Policy is extended to cover the Insureds against Inn-keeper's Liability subject to following:

INSURING AGREEMENTS

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay by reason of liability for damages because of injury to, destruction of or loss of property belonging to a guest at the premises while such property is within the premises or in the possession of the Insured, or in the safety box of the Insured.

EXCLUSIONS

- a) to any liability assumed by the Insured under any express contract or agreement, other than a written agreement by the Insured with a guest before the occurrence of a loss increasing the limit only
- b) to any loss as to which the Insured has released any other person or organization from his or its legal liability.
- c) to any loss caused by the spilling, upsetting or leaking of any food or liquid;
- d) to any vehicle, or its equipment, accessories, appurtenances, or any property contained therein;
- e) to any property in the custody or possession of the Insured for laundering or cleaning;
- f) to any articles carried or held by a guest as samples or for sale or for delivery after sale.

LIMIT OF LIABILITY

"The limit of Company's liability for all damages because of loss of property of guests are as follows :

Innkeepers and Safe Deposit Box Liability:

_____ per person & per room and

_____ per occurrence and

_____ in the aggregate subject to a deductible of _____% of loss each and every claim

Any payment made by the Company on account of such damages shall reduce the limits of Company's liability by the amount so paid.

The Inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.

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

Hotai Liquor Liability Clause **(和泰產物酒類飲料責任附加條款)**

108.7.3(108)和泰產商品字第 125912 號函備查

It is agreed that this policy is extended to cover the Named Insured's legal liability in respect of any bodily injury or loss of or damage to property arising out of selling, serving or giving of any alcoholic beverage at or from the insured premises.

However, this insurance does not apply:

- (a) to any obligation for which the Named Insured or any carrier as his Named Insured may be held liable under any workman's compensation, unemployment compensation or disability benefits law, or under an similar law.
- (b) to bodily to any employee of the Named Insured arising out of and in the course of his employment by the Named Insured or to any obligation of the Named Insured to indemnify another because of damages arising out of such injury.
- (c) to injury arising out of any alcoholic beverage sold, served or given while any license therefore, required by law, is suspended or after such license expires, is cancelled or revoked.
- (d) to bodily injury or property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereof, but this exclusion does not apply to bodily injury or property damage for which the Named Insured or his indemnitee may be held liable if such liability is imposed:

- (1) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (2) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.

The limit of liability provided under this clause shall apply inclusively to the insurance and not increase the limits stated in the DECLARATION.

Subject otherwise to the Terms, Exclusions and Conditions of this Policy.

Hotai Passenger Car-Transfer Clause
(和泰產物乘客接送責任附加條款)

[108.7.3\(108\)和泰產商品字第 125913 號函備查](#)

It is agreed that this policy is extended to cover the Insured's legal liability in respect of bodily injury or property damage of the passengers during car-transfer between designated places and Insured's premises arranged/picked up by the insured.

The coverage afforded by this clause shall be in excess of any valid and collectible Auto Liability Insurance.

The limit of liability provided under this clause shall apply inclusively to the insurance and not increase the limits stated in the DECLARATION.

All other terms and conditions remain unchanged.

Hotai Safe Deposit Box Liability Clause
(和泰產物保管箱責任附加條款)

[108.7.3\(108\)和泰產商品字第 125914 號函備查](#)

It is agreed that this policy is extended to cover the Insured's legal liability in respect of damage to or loss of guest's private belonging kept in the safe deposit box in reception and in the guest room at the insured premises.

The limit of liability provided under this clause shall apply inclusively to the insurance and not increase

the limits stated in the DECLARATION.

Subject otherwise to the Terms, Conditions and Exceptions of the Policy

Hotai Valet Parking Liability Clause
(和泰產物代客停車責任附加條款)

108.7.3(108)和泰產商品字第 125915 號函備查

It is hereby understood and agreed that this policy covers liability in respect of damage to the motor vehicle (excluding accessories, valuables and luggage therein) which is occupied or driven by the insured whilst the valet parking service is provided.

The insurer shall not be liable in respect of:

- a.) any damage to the motor vehicle arising out of the accident occurred when the motor vehicle is driven by the owner or the user;
- b.) any damage to the motor vehicle arising out of the accident occurred when the motor vehicle has been parked;
- c.) any bodily injury or property damage to the third party except the motor vehicle which is occupied or driven by the insured whilst the valet parking service is provided.

The limit of liability provided under this clause shall apply inclusively to the insurance and not increase the limits stated in the DECLARATION.

Subject otherwise to the Terms, Conditions and Exceptions of the Policy.

Hotai Claims Co-operation Clause
(和泰產物理賠合作附加條款)

108.8.20(108)和泰產商品字第 125935 號函備查

It is hereby understood and agreed that as a condition precedent to liability under this policy:

- (i) the Lead Insurer Hotai Insurance Co., Ltd. shall, upon knowledge of any Claim or Circumstance, advise the Co-Insurer(s) thereof as soon as possible; and
- (ii) the Lead Insurer shall furnish the Co-Insurer(s) with all information and papers in connection with such Claim or such Circumstance and fully co-operate in the settlement, negotiation and adjustment thereof; and
- (iii) the Co-Insurer(s) shall have full control of its Co-Insurer(s) portion (layer) in connection with

the resolution of all issues (including Payments) relating to all Claims or Circumstances reported under this policy, including but not limited to:

- (a) the receipt and acceptance of any notices of a Claim or Circumstance;
 - (b) communicating with the Insureds, their attorneys or agents;
 - (c) consenting to Payments and Defence Costs;
 - (d) effectively associating in the defence or settlement of any Claim (including but not limited to development of defence strategy);
 - (e) determining the existence and amount of Payments or Defence Costs; and
 - (f) compromising any disputed amount of Payments or Defence Costs; and
- (iv) the Co-Insurer(s) shall have the right to appoint adjusters and/or representatives acting on their behalf to control all negotiations, adjustments and settlements in connection with such Claim or Claims; and
- (v) with respect to the participation of the Co-Insurer(s) solely, no settlement and/or compromise shall be made and no liability admitted on any Claim without the co-insurers prior written consent.

Hotai Batteries Transportation Condition Clause (和泰產物電池運送附加條款)

[108.9.5\(108\)和泰產商品字第 125936 號函備查](#)

The Insured abides by all international regulations pertaining to the packaging, labelling, handling and transportation of batteries as designated by the International Air Transport Association (IATA) and also by the regulators in those countries in which the batteries originate from and are destined to.

Hotai Products Warranty or Guarantee Exclusion (B) (和泰產物產品保證或擔保除外不保附加條款(B))

[108.9.5\(108\)和泰產商品字第 125937 號函備查](#)

It is hereby declared and agreed that this Policy shall not cover any loss for which the Insured shall become legally liable to pay in respect of any liability arising out of, in connection with or related to any Product Warranty/ Guarantee given by or on behalf of the Insured.

Hotai Tie-In Limits Clause (和泰產物責任限額共用附加條款)

[108.9.12\(108\)和泰產商品字第 125939 號函備查](#)

It is agreed that the combined total aggregate limit of liability that we shall indemnify the Insured for all sums which the Insured shall be legally liable to pay compensation as described in this policy under all insurance covers combined involving_____.

All other terms and conditions remain unchanged.

Hotai Car Park Endorsement (B)
(和泰產物停車場附加條款(B))

108.10.1(108)和泰產商品字第 125949 號函備查

It is hereby agreed that this policy extends to provide indemnity in respect of Named Insured's legal liability for accident resulting in loss of or damage to motor vehicle whilst in Named Insured's control or parked in on or about Named Insured's premises.

Provided that

1. the Named Insured shall take all reasonable precautions to prevent loss of or damage to any property and/or motor vehicle.
2. The sublimit of the Company under this endorsement shall not exceed [insert limit].
Total limit of this policy will remain unchanged.
3. Deductible: [insert amount]

However, this policy excludes any loss arising out of theft and any loss due to mysterious disappearance.

All other terms and conditions remain unchanged.

Hotai Cross Liability Clause (B)
(和泰產物交互責任附加條款(B))

108.10.1(108)和泰產商品字第 125950 號函備查

Where more than one party comprises the [insert Named Insured/Insured] each of the parties shall for the purposes of this Policy be considered as a separate and distinct unit and the words "the [insert Named Insured/Insured]" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties.

The maximum amount payable by the Company for damages in respect of one Occurrence or all occurrences of a series consequent of or attributable to one source or original cause irrespective of the number of parties claiming indemnity hereunder shall not exceed the amounts stated in the Schedule/Declarations as the Limits of Indemnity.

However, this clause does not apply to loss arising out of [insert coverage].

All other terms and conditions remain unchanged.

Hotai PCB Exclusion (和泰產物多氯聯苯除外條款)

[108.10.1\(108\)和泰產商品字第 125951 號函備查](#)

This policy does not apply to liability arising directly or indirectly out of, caused by or in connection with polychlorinated biphenyls (PCB's) or any derivative thereof.

All other terms and conditions remain unchanged.

Hotai Safe Deposit Box Liability Clause (B) (和泰產物保險箱責任附加條款(B))

[108.10.1\(108\)和泰產商品字第 125952 號函備查](#)

It is agreed that this policy is extended to cover the Named Insured's legal liability in respect of damage to or loss of guest's private belonging kept in the safe deposit box in reception and in the guest room at the insured premises.

The limit of liability provided under this clause shall apply inclusively to the insurance and not exceed the limits stated in the Schedule/Declarations.

Subject otherwise to the Terms, Conditions and Exceptions of the Policy.

Hotai Claims Co-Insurance Clause (A) (和泰產物共保條款(A))

[108.10.18\(108\)和泰產商品字第 125957 號函備查](#)

Any reference to the Company shall be deemed to refer to the following Co-Insurers, but in relation to each only to the extent of their proportion of total liability stated below. Each Co-Insurer's obligations are several and not joint and limited solely to the extent of the stated proportion. No Co-Insurer is responsible for the proportion of any other Co-Insurer who for any reason does not satisfy all or any part of its obligations. The Leading Company (being the first Co-Insurer identified below) has been duly authorized by such Co-Insurers to sign this policy and endorsements on their behalf.

Hotai Insurance Co., Ltd. hereinafter referred to as the leading Insurer has been authorized by the other Insurers (Co-insurers) to deal with all matters relating to this Policy including settlement of claims, and all decisions made by the leading Insurer and all agreement reached between the Named Insured/Insured stated in the Schedule and the leading Insurer shall be binding on the other Insurers (Co-insurers). Any notice given verbally or in writing by the leading Insurer shall be deemed to

have also been given to the other Insurers (Co-insurers).

In witness, the Insurers have caused this Policy to be signed by their authorized representatives.

[insert Co-Insurer's information]

Hotai Employers' Liability Endorsement
(和泰產物僱主意外責任附加保險)

108.11.19(108)和泰產商品字第 126210 號函備查

COVERAGE

Whereas you carrying on the business described in the Schedule and on other for the purposes of this Insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to us for the Insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this endorsement witnesseth that if any person under a contract of service or apprenticeship with you shall sustain bodily injury caused by accident during the Period of Insurance and arising out of and in the course of his employment by you in the Business.

We will subject to the Terms, Exceptions and Conditions contained herein or endorsed heron indemnify you against liability at law for damages and claimant's costs and expenses in respect of such injury and in addition pay all costs and expenses incurred with its written consent.

We will also pay the Solicitor's fee incurred with our written consent for your representation at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury which may be the subject of indemnity under this endorsement.

EXCLUSIONS

We shall not be liable under this endorsement in respect of:

- (1) Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (2) Any injury caused elsewhere than in Taiwan, The Republic of China;
- (3) Any liability of indemnity by willful or incited act committed by you or applicant;
- (4) Any liability of indemnity to business operation of full times or part-time of you not described in the endorsement or illegal business conducted by you.
- (5) Liability assumed by you under any contract or agreement;
- (6) Any liability of indemnity:
 - (a) resulting in disease of employee, or
 - (b) arising from willfull or unlawful act committed by employee, or
 - (c) to your Contractor or Sub-Contractor or the Employee of Contractor or Sub-Contractor;

- (7) Liability of indemnity by war or warlike operation (whether war be declared or not), rebellion, usurped power or military requisition;
- (8) Liability of indemnity whatsoever nature directly or indirectly caused by ionizing radiations or contamination by radioactivity from any nuclear fuel;
- (9) Liability of indemnity by accidents arising from typhoon, earthquake, hail and flood or any other Act of God.
- (10) Liability of Indemnity regulated under the Labor Standard Law. This exclusion does not apply to liability for damage that you would have in the absence of the Labor Standard Law.
- (11) Any injury arising from your ownership, use or control of any vehicles licensed for general road use or waterborne vessels or aircraft.
- (12) Any injury to employee while he/she is under the influence of alcohol or drug.
- (13) Liability arising out of any kind of pollution.
- (14) Liability arising out of Strike, Riot and/or Civil Commotion.
- (15) Liability in respect of asbestos, asbestos products or asbestos contained in any products.

CONDITIONS

1. This endorsement shall be read as one contract and any word or expression to which a specific meaning has been attached in any part of this endorsement shall bear such specific meaning wherever it may appear.
2. In the event of any occurrence which may give rise to a claim for indemnity under this endorsement you shall as soon as possible give notice thereof to us in writing with full particulars. Every letter claim writ of summons and process shall be notified or forwarded to us promptly on receipt. Notice shall also be given in writing to us immediately you shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any occurrence as aforesaid.
3. No admission of payment or indemnity shall be made or given by or on your behalf without our written consent which shall be entitled if it so desires to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for your own benefit any claim for indemnity of damages or otherwise and shall have full discretion in the conduct of any proceeding and in the settlement of any claim and you shall give all such information and assistance as we may require.
4. You shall take reasonable precautions to prevent accidents.
5. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wage salaries and other earnings paid by you to employees during each Period of Insurance.

The name of every employee together with the amount of wage salaries and other earnings shall be properly recorded and you shall at all times allow us to inspect such records and shall supply us with a correct account of all such wage salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance.

If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to us or by a refund by us as the case may be.

6. If at the time any claim arises under this endorsement there be any other insurance covering the same liability we shall be not liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

7. The due observance and fulfillment of the Terms, Provisions, Conditions of this endorsement in so far as they relate to anything to be done or complied with by you and the truth of the statements answers in the said proposal shall be conditions precedent to our liability to make any payment under this endorsement.

8. We shall be liable only for an amount in excess of the benefits to be paid under a compulsory Labor Insurance and you must first file claims to Bureau of Labor Insurance for indemnity in case of injury to his employees.

9. If any difference arises as to the amount to be paid under this endorsement (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed in accordance with the relevant statutory provisions in force at that time or, if there are no relevant statutory provisions in force, by agreement between you and us. Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against us.

10. The indemnity provided by this endorsement applies only in respect of compensation resulting from judgments delivered by or obtained from a court of competent jurisdiction in Taiwan, R.O.C. and the interpretation of this endorsement and any word or phrase contained in the endorsement will be in accordance with the Law of the Republic of China.

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, we will not be liable under this endorsement for any claims in respect of any injury, loss, damage, cost or expense arising from any consequence, whether direct or indirect, of

- a. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism
- c. any failure to control, prevent or suppress any act of terrorism

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

If we allege that by reason of this exclusion, any claim for injury, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions remain unchanged.

DATE RECOGNITION EXCLUSION ENDORSEMENT

In no case shall this insurance cover injury, loss, damage, cost, expense or liability of whatever nature caused by, consisting of, contributed to or by or arising from, whether directly or indirectly, the use, operation or failure of any computer, computer system, computer software, data processing equipment, media, microchip, integrated circuit, processor or similar device, whether the property of you or not and whether occurring before during or after the year 2000 as a consequence of

(a) a change of date or day.

(b) any change or modification in relation to any date or day to any computer, computer system, computer software, data processing equipment, media, microchip, integrated circuit, processor or similar device.

(c) any failure to make or make correctly any changes or modifications in relation to any date or day to any computer, computer system, computer software, data processing equipment, media, microchip, integrated circuit, processor or similar device.

All other terms and conditions remain unchanged.

Hotai Act of God Clause (For Employers' Liability Endorsement)

(和泰產物天災附加條款(僱主意外責任附加保險適用))

[108.11.19\(108\)和泰產商品字第 126211 號函備查](#)

It is hereby declared and agreed that Employers' Liability Endorsement is extended to cover the Liability of indemnity by accidents arising from typhoon, earthquake, hail and flood or any other Act of God, provided that you have legal liability.

All other terms and conditions remain unchanged.

Hotai Commute Extension Clause (For Employers' Liability Endorsement)

(和泰產物通勤責任附加條款(僱主意外責任附加保險適用))

[108.11.19\(108\)和泰產商品字第 126212 號函備查](#)

It is hereby declared and agreed that with effect from policy inception, Employers' Liability Endorsement should be extended to cover your legal liability at Civil Law against employees for accident happening on the way to work from home and vice-versa.

All other terms and conditions remain unchanged.

Hotai Elevators/Escalators/Lifts Clause
(和泰產物電梯責任附加條款)

[108.11.19\(108\)和泰產商品字第 126213 號函備查](#)

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that the within policy will subject to its terms, limitation and conditions extended to cover your legal liability arising out of any claim made in respect of elevators, escalators and lifts warranted that regular inspection and maintenance of your elevators, escalators, and lifts shall be carried out by authorized contractors.

Hotai Exhibition Liability Clause
(和泰產物展覽責任附加條款)

[108.11.19\(108\)和泰產商品字第 126214 號函備查](#)

It is agreed that this policy is extended to cover your legal liability in respect of bodily injury or property damage arising through or in connection with their participation in or at any exhibition, trade fare or demonstration anywhere within the coverage territory shown in the Declaration, including legal liability for damage to the premises / venue housing such exhibition, trade fare, demonstration, or sales promotion.

The limit of liability provided under this clause shall apply inclusively to the insurance and not increase the limits stated in the SCHEDULE.

Subject otherwise to the Terms, Conditions and Exceptions of the Policy.

Hotai Overseas Business Trip Clause (For Employers' Liability Endorsement)
(和泰產物海外出差責任附加條款(僱主意外責任附加保險適用))

[108.11.19\(108\)和泰產商品字第 126215 號函備查](#)

It is hereby declared and agreed that the coverage territory of Employers' Liability Endorsement should be extended to worldwide for employees working temporarily outside Taiwan subject to Taiwan Jurisdiction, provided that you have legal liability.

All other terms and conditions remain unchanged.

Hotai The Numbers of Employees Clause (For Employers' Liability Endorsement)

(和泰產物受僱員工人數變動附加條款(僱主意外責任附加保險適用))

108.11.19(108)和泰產商品字第 126216 號函備查

It is hereby declared and agreed that with effect from policy inception, the premium will not be adjusted while the number of your employees increase or decrease within _____; otherwise the premium of _____.- for per person should be adjusted by pro-rata.

All other terms and conditions remain unchanged.

Hotai Use of Licensed Vehicles Clause (For Employers' Liability Endorsement)

(和泰產物使用車輛附加條款(僱主意外責任附加保險適用))

108.11.19(108)和泰產商品字第 126217 號函備查

It is hereby declared and agreed that Employers' Liability Endorsement extends to cover the liability of indemnity arising from your ownership, use or control of vehicles licensed for general road use, provided that you have legal liability.

All other terms and conditions remain unchanged.

Hotai Incidental Product Liability Endorsement

(和泰產物附屬產品責任附加條款)

108.11.19(108)和泰產商品字第 126218 號函備查

It is hereby declared and agreed that this policy is extended to cover Products Liability arising out of incidental products like souvenirs of shareholder's meeting, promotional presents. We keep the subrogation right to the products manufacturers.

Sub-limit: _____ per occurrence and in the aggregate, only for such products provided to the market after

Subject otherwise to the Terms, Conditions and Exceptions of the Policy.

Hotai Claims Series Clause
(和泰產物連續理賠案件附加條款)

108.12.13(108)和泰產商品字第 126222 號函備查

All damage or injury occurring during the validity of the insurance and arising from one and the same cause, i.e. from the same fault in design, manufacture, instructions for use or labeling or attributable to the supply of the same products or products showing the same defect or the same action or failure to act shall be (1) added together and encompassed by one occurrence irrespective of the period over they occurred (2) deemed to have been first occurred at the earliest date of any such damage or injury.

Hotai Additional Insured – Landlord
(和泰產物附加被保險人(不動產出租人)附加條款)

109.5.15(109)和泰產商品字第 125882 號函備查

This endorsement modifies insurance provided under the following:

SCHEDULE

Person or Organization:

[Insert, e.g. name of specified landlord; or All Landlords of Named Insured/Insured Located in designated territory]

It is hereby declared and agreed that [insert: SECTION II – WHO IS AN INSURED; or DEFINITION of INSURED] is amended to include the person or organization shown in the above Schedule as an Insured but only with respect to the liability for “bodily injury” or “property damage” arising out of the ownership of the premises leased to [insert: Named Insured/Insured] and subject to the following additional exclusion:

This insurance does not apply to:

1. Any Occurrence which takes place after [insert: Named Insured/Insured] ceases to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
3. The sole negligence of the Additional Insured.

This endorsement will not limit our rights of subrogation against the Additional Insureds nor will this endorsement provide any coverage including any cost and expense to the Additional Insureds where it is alleged that the Additional Insureds have contributed to any circumstance, loss, or claim.

All other terms and conditions remain unchanged.

Hotai Contagious or Infectious Disease Exclusion
(和泰產物傳染性疾病除外附加條款)

[109.5.25\(109\)和泰產商品字第 125884 號函備查](#)
[109.6.18\(109\)和泰產商品字第 125955 號函備查](#)

The indemnity expressed in the policy shall not apply to or include liability in respect of death or bodily injury including illness of any person directly or indirectly caused by contagious or infectious disease of any kind.

This Clause is subject otherwise to the terms, conditions and exclusions of the policy.

Hotai Coronavirus Exclusion
(和泰產物冠狀病毒除外附加條款)

[109.6.12\(109\)和泰產商品字第 125940 號函備查](#)

[Insert: Your Insurance Policy does not / This Insurance] does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

LMA5391
04 March 2020

Hotai Additional Insured (vendors-broad form)-B
(和泰產物銷售商擴大承保附加條款-B)

[109.6.22\(109\)和泰產商品字第 125957 號函備查](#)

It is agreed that the definition of Insured is amended to include any person or organization designated below (herein referred to as "vendor"), as an Insured, but only with respect to "bodily injury" or "property damage" arising out of your products designated below which are directly distributed or sold by the vendor. It is also understood that the vendor has directly contracted with you in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
 - (a) any express warranty unauthorized by you;
 - (b) bodily injury or property damage arising out of
 - (i) any physical or chemical change in the form of the product made intentionally by the vendor.
 - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the

substitution of parts under instruction from the manufacturer and then repacked in the original container.

(iii) demonstration, installation, servicing or repair operations except such operations performed at the vendor's premises in connection with the sale of the product.

(iv) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(v) products which after distribution or sale by you have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. The insurance does not apply to any person or organization, as Insured, from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

SCHEDULE

Name of Person or Organization(Vendor): [insert vendor's info.]

Your products: [insert product info.]

Hotai Communicable Disease Exclusion **(和泰產物傳染性疾病除外附加條款)**

[109.6.22\(109\)和泰產商品字第 125958 號函備查](#)
[110.3.17\(110\)和泰產商品字第 125846 號函備查](#)

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.

Hotai Waiver of Subrogation Clause (C)
(和泰產物拋棄代位求償權附加條款(C))

109.6.22(109)和泰產商品字第 125959 號函備查

In consideration of the premium charged, it is agreed that in case of loss recoverable under this [insert Policy or policy], we shall waive our right of recovery, through subrogation or otherwise, against [insert designated person/organization and related condition] and to the extent required by any agreement or by law, as their respective interests may appear.

Hotai Product Liability Insurance Definition 11.10 Property Damage Amended
(和泰產物產品責任保險 11.10 財產損失定義變更附加條款)

109.7.15(109)和泰產商品字第 125965 號函備查

It is hereby declared and agreed that, the clause 11.10. of Hotai Product Liability Insurance policy wording should be amended to “PROPERTY DAMAGE means physical injury to or loss or destruction of tangible property including loss of use resulting therefrom but will not mean pure financial loss without such injury, loss or destruction ; and will not mean any loss arising from the failure of the Insured’s Products to perform their intended function or meet the performance requirements of their specification.”

All other terms and conditions remain unchanged.

Hotai Drop Down Clause (和泰產物直接遞移責任附加條款)

109.10.26(109)和泰產商品字第 125996 號函備查

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall

1. in the event of reduction pay the excess of the reduced underlying limit.
2. in the event of exhaustion continue in force as underlying insurance

The inclusion or addition hereunder of more than one Insured shall not operate to increase limit of liability beyond those set forth in the Policy.

Hotai Aircraft Products Exclusion
(和泰產物航空器產品除外不保附加條款)

109.11.4(109)和泰產商品字第 125997 號函備查

It is hereby agreed and understood that the coverage afforded by this policy shall not apply to occurrences arising out of aircraft, products as defined herein, or operation in connection with such aircraft products.

It is further agreed that the following is added to the definitions of the policy:

"Aircraft" means (A) Aircraft including missiles or spacecraft and any ground support or control equipment used therewith (B) Any articles furnished by or on behalf of the insured and installed in aircraft, or used in connection with aircraft, or for spare or replacement parts for aircraft, including ground handling tools and equipment; and (C) Training aids, instructions, manuals, blueprints, engineering or other advice and services and labor relating to such aircraft or articles.

Hotai Passenger Car-Transfer Liability Clause
(和泰產物旅客接駁運送責任附加條款)

109.12.25(109)和泰產商品字第 126209 號函備查

It is agreed that this policy is extended to cover the Insured's legal liability in respect of bodily injury or property damage of the passengers during car-transfer between and Insured's premises arranged/picked up by the insured.

The coverage afforded by this clause shall be in excess of any valid and collectible Auto Liability Insurance.

The limit of liability provided under this clause shall apply inclusively to the insurance and not increase the limits stated in the DECLARATION.

All other terms and conditions remain unchanged.

Hotai Tenant and Landlord's Liability Endorsement
(和泰產物房客及房東責任附加條款)

109.12.25(109)和泰產商品字第 126210 號函備查

In consideration of the premium charged, it is hereby understood and agreed that this policy is extended to indemnify the Insured against liability arising out of the sections of the Insured's leases for tenancy /or ownership of the Insured premises as specifically indicated provided that the limit of indemnity shall apply inclusive of this clause.

Sub-limit: _____ per occurrence and _____ in the aggregate.

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

Hotai Premium Payment Warranty
(和泰產物保費支付期限附加條款)

110.8.30(110)和泰產商品字第 125902 號函備查

It is warranted by the Insured that the premium payable in respect of this Policy shall be paid to the Insurance Company within (__) days of the commencement of the Policy Period shown in the Schedule/Declarations. Otherwise, this policy shall be automatically terminated without any further notice to the Insured of such termination, and the minimum premium due to the Insurance Company for the period between policy inception date and policy termination date shall be not less than pro rata basis.

All other terms and conditions remain unchanged.