



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

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## 營造綜合保險英文附加條款-商品簡介：(詳細內容請參閱正式保單條款)

### **Exclusion of Loss, Damage or Liability due to Windstorm or Wind Related Water Damage**

(和泰產物 風災除外不保英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon, the Insurers shall not indemnify the Insured for loss or damage or liability directly or indirectly caused by or resulting from windstorm equal to or exceeding grade 8 on the Beaufort Scale (mean windspeed exceeding 62 km/h) or any water damage occurring in connection with or as a consequence of such windstorm.

### **Property in Off-Site Storage**

(和泰產物 施工處所外儲存英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section I of the policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in offsite storage within the territorial limits as stated below.

The Insurers will not indemnify the Insured for loss or damage caused by the neglect of generally accepted loss prevention measures for warehouses or storage units. Such measures include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced-in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 meters;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;
- limiting the value per storage unit.

Territorial limits of:

Maximum value per storage unit:

Limit of indemnity (any one occurrence):

Deductible:  
occurrence

% of loss amount minimum any one

Extra premium:

### **Cover for Testing of Machinery and Installations**

(和泰產物營造綜合保險機械安裝及試車英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the period of cover shall be extended to include a test operation or a test loading but not beyond four weeks from the date of commencement of the test.

If, however, a part of a plant or one or several machine(s) is (are) tested and/or put into operation or taken over, the cover for that particular part of the plant or machine(s) and any liability resulting therefrom ceases whereas the cover continues for the remaining parts to which the above does not apply.

It is further agreed and understood that for the machinery and installations undergoing a test, exclusions c and d of the Exclusions to Section 1 of the Policy are deleted and the following exclusion shall apply:

"loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;"

In the case of second-hand items, the insurance hereunder shall, however, cease immediately on the commencement of the test.

### **Special Conditions Concerning the Construction of Tunnels, Galleries, Temporary or Permanent Subsurface Structures or Installations**

(和泰產物營造綜合保險隧道工程英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers will not indemnify the Insured in respect of the expenses incurred for

- alterations in the construction method or due to unforeseen ground conditions or obstructions,
- measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage,
- removing material which has been excavated, or due to overbreak in excess of the design profile and/or for refilling cavities resulting therefrom,
- dewatering unless necessary to reinstate indemnifiable loss or damage,
- loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities,
- the abandonment or recovery of tunnel-boring machines,
- the loss of bentonite, suspension, or any media or substance used for excavation support or as a ground-conditioning agent.

In the event of indemnifiable loss or damage the maximum amount payable under this Policy shall be limited to the expenses incurred to reinstate the Insured Property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per meter construction cost of the immediate damaged area.

Maximum percentage payable:                    %

### **Special Conditions Concerning Underground Cables, Pipes and Other Facilities**

(和泰產物營造綜合保險第三人管線損失英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20 % of the loss amount or the deductible stated under a below, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the



## **Warranty Concerning Sections**

(和泰產物營造綜合保險分段施工英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to or by embankments, cuttings and benchings, ditches and canals if these embankments, cuttings and benchings, ditches and canals are constructed in sections not exceeding in total the length stated below, irrespective of the state of completion of the insured works, and the indemnification for any one loss event shall be limited to the cost of repair of such sections.

Maximum length of section: meters

## **Warranty Concerning Camps and Stores**

(和泰產物營造綜合保險工作場所及倉庫安全英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least 50 m apart or separated by fire walls.

It is also agreed that the Insurers shall indemnify the Insured for any one occurrence only up to a limit of indemnity of

for camps,  
for each individual storage unit.

## **Warranty Concerning Construction Plant, Equipment and Machinery**

(和泰產物營造綜合保險施工機具設備安全措施英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction plant, equipment and machinery by flood and inundation if, after the execution of works or in case of any interruption,

such construction plant, equipment and machinery are kept in an area not endangered by 20-year floods.

#### **Warranty Concerning Construction Material**

(和泰產物營造綜合保險儲存安全英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood and inundation if such construction material does not exceed three days' demand and the exceeding quantities are kept in areas not endangered by 20-year floods.

#### **Special Conditions Concerning Safety Measures with Respect to Precipitation, Flood and Inundation**

(和泰產物營造綜合保險預防洪水、漲水、淹水安全措施英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

Adequate safety measures shall mean that allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured and the entire policy period on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

#### **Special Conditions Concerning Removal of Debris from Landslides**

(和泰產物營造綜合保險邊坡(坡面)工程英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of

- expenses incurred for the removal of debris from landslides in excess of the costs of excavating the original material from the area affected by such landslides,
- expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time.

**Special Conditions concerning Fire-Fighting Facilities and Fire Safety on Construction Sites**  
(和泰產物營造綜合保險消防英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that:

1. With regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps.

2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week.
3. Fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.  
Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fitout work.
4. Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day.
5. A "permit to work" system is implemented for all contractors engaged in 'hot work' of any kind such as but not limited to
  - grinding, cutting or welding operations,
  - use of blow lamps and torches,
  - application of hot bitumen,
  - or any other heat producing operation.

'Hot work' is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any 'hot work' is examined one hour after the work has finished.

6. Storage of material for the construction or erection shall be subdivided into storage units not

exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls.

All inflammable material and especially all inflammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work.

7. A Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times.

8. The site is fenced off and access controlled.

Value per storage unit:

### **Inland Transit**

(和泰產物營造綜合保險加保陸上運輸英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that, otherwise subject to the terms, exclusions, provisions, and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to the property insured whilst in transit to the contract site other than on waterways or by air within the territorial limits of \_\_\_\_\_ provided that the maximum amount payable under this Endorsement does not exceed \_\_\_\_\_ per conveyance.

Total value of property:

Deductible:

Extra Premium:

### **Serial Losses**

(和泰產物營造綜合保險系列損失英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following clause shall apply to this insurance:

Loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type shall be indemnified according to the following scale after applying the Policy deductible for each loss:

100% of the first 2 losses  
80% of the 3rd loss  
60% of the 4th loss  
50% of the 5th loss

Further losses shall not be indemnified.

### **Cover for Designer's Risk**

(和泰產物營造綜合保險加保設計者風險英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, exclusion c under Special Exclusions to Section I of the Policy shall be deleted and exclusion d replaced by the following wording:

"d The cost of replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship and/or faulty design."

Extra premium:

### **Cover for Insured Contract Works Taken Over or Put into Service**

(和泰產物營造綜合保險加保已啟用、接管或驗收工程英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover

- loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section I and happens during the period of cover.

Extra premium:

### **Special Conditions for Laying Water Supply and Sewer Pipes**

(和泰產物營造綜合保險管線工程英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall indemnify the Insured for any loss, damage or liability due to the flooding or silting of pipes, trenches or shafts only up to the maximum length of open trench stated below, partially or completely excavated, for any one loss event.

The Insurers shall be liable only if

1. the pipes, immediately after laying, have been secured in such a manner by backfilling that they cannot be displaced if the trench is flooded;
2. the pipes, immediately after laying, have been closed to prevent water, silt or the like from penetrating;
3. the trenches of tested pipe sections have been backfilled immediately upon completion of the pressure test.

Maximum length:                      meters

### **Drilling Work for Water Wells**

(和泰產物營造綜合保險水井工程英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the cover for well drilling work shall be restricted to loss or damage due to or resulting from the following named perils:

- Earthquake, volcanism, tsunami
- Storm, cyclone, flood, inundation, landslide

- Blow-out and/or cratering
- Fire/explosion
- Artesian waterflow
- Mud loss, which cannot be overcome by known practice
- Collapse of hole including collapse of casing due to abnormal pressure or heaving shales, which cannot be overcome by known practice.

The indemnity shall be calculated on the basis of the costs (including material) spent for drilling the well up to the very moment when the first phenomena of the above perils are apparent and the well has to be abandoned due to a hazard insured against, and the Insured shall bear a deductible of 10 % of the loss amount, minimum as stated below for any one occurrence.

Special exclusions:

The Insurers shall not be liable for

- loss of or damage to drilling rig and drilling equipment (for which the drilling contractor may conclude a special insurance),
- costs of fishing operations of all kinds,
- costs of reconditioning and workover operations to restore well conditions including all stimulation work (acidizing, fracturing, etc).

Deductible: 10 % of the loss amount,  
 minimum any one occurrence

**Principal's Existing Property or Property Belonging to or Held in Care, Custody or Control by the Insured** (和泰產物營造綜合保險加保被保險人所有、保管或管理之財物英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured under Section I.

Insured property:

Sum insured:

The Insurers will only indemnify the Insured for loss of or damage to the insured property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken.

In respect of loss or damage caused by vibration or by the removal or weakening of support Insurers will only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users.

The Insurers will not indemnify the Insured for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

**Deductible:**

**Extra premium:**

**Vibration, Removal or Weakening of Support**

(和泰產物營造綜合保險加保第三人建築物倒塌責任險英文附加條款)

97.02.01 (97)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section II of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

- the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;
- the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken;
- the Insured if required shall before commencement of construction and at his own expense prepare a report on the condition of any endangered property or land or building.

The Insurers will not indemnify the Insured in respect of liability for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Limit of indemnity (any one occurrence):

Total limit of indemnity:

Deductible:

Extra premium:

### **Special Conditions Concerning Piling Foundation and Retaining Wall Works**

(和泰產物營造綜合保險樁基礎及擋土牆工程英文附加條款)

[97.02.01 \(97\)台蘇保行展字第 125808-1 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 agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of expenses incurred

1. for replacing or rectifying piles or retaining wall elements
  - a which have become misplaced or misaligned or jammed during their construction;
  - b which are lost or abandoned or damaged during driving or extraction;or
  - c which have become obstructed by jammed or damaged piling equipment or casings;
2. for rectifying disconnected or declutched sheet piles;
3. for rectifying any leakage or infiltration of material of any kind;
4. for filling voids or for replacing lost bentonite;
5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
6. for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.