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South China Insurance Commercial General Liability Insurance Excess of Loss Insurance

107.01.15 (107) 華產企字第 015 號函備查

Whereas the Insured named in the Schedule hereto has paid or agreed to pay the South China Insurance (hereinafter called “the Insurer”) the Premium specified in the Schedule as consideration for following insurance.)

The Insurer hereby agree to indemnify the Insured to the extent of the limits set forth in the Schedule hereof in respect of all sums which the Insured shall become legally liable to pay as damages consequent upon bodily injury and loss of or damage to property occurring during the period of Insurance in respect of any description of legal liability whatsoever incurred in connection with the business all as more fully described in the aftermentioned Primary Policy (hereinafter called “the Primary Policy”).

Provided always that:

1. No liability shall attach to the Insurer hereunder unless and until the Primary and/or Underlying Excess Insurers have paid or have been held liable to pay the full amount of their ultimate net loss liability as specified in of the Schedule. (hereinafter called “the excess any one loss”).
2. The liability of the Insurer hereunder shall not exceed the amount specified in the Schedule.

CONDITIONS

1. The term “ultimate net loss” shall be understood to mean the sum actually paid in cash in the settlement of losses for which the Insured are liable after making proper deductions for all recoveries, salvages and other insurance (other than the Primary and/or Underlying Excess Insurance) whether recovered or not, and shall exclude all costs and expenses.
2. In the event of a claim occurring likely to exceed ‘the excess any one loss’ no costs shall be incurred without the consent of the Insurer who shall be given the opportunity of co-operating in the settlement of claims in which they are interested. Should the Claim become adjustable previous to going into court or judgement be entered for a sum of not more than ‘the excess any one loss’ then no costs shall be payable by the Insurer under this Policy.
3. Should, however, the sum for which the said claim may be so adjustable exceed ‘the excess any one loss’ then the Insurer hereunder if it consents to proceedings continuing shall

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- contribute to the costs in the ratio that their proportion of the liability for the judgement rendered bears to the whole amount of the said judgment.
4. In the event that the Insured having the right to appeal a judgement in excess of 'the excess any one loss' elect but not to appeal such judgement then the Insurer may elect 2 to conduct such appeal at their own costs and expense and shall be liable for the taxable costs and interest incidental thereto but in no event shall the liability of the Insurers exceed the sum stated under the Schedule of this Policy plus such taxable costs and interests as aforesaid.
 5. It is understood and agreed that this Policy is subject to the same warranties, terms and conditions (except as regards the premium the amount and limit of liability and the renewal agreement, if any, and except as otherwise provided herein) as are contained in or as may be added to the Primary Policy. No amendment to the Policy of Primary Insurers during the period of this Policy in respect of which the Primary Insurers require an additional premium or a deductible shall be effective in extending the scope of this Policy until agreed in writing by the Insurer.
 6. The Insurer shall not be liable in respect of bodily injury to any person arising out of employment of such person by the Insured under a contract of service or apprenticeship or to any other person who under the terms of a contract agreement or other undertaking carries out work for the Insured in the business of the Insured which but for the contract agreement or other undertaking would have been carried out by persons under a contract of service with the Insured.
 7. It is a condition of this Insurance that the Primary and/or Underlying Excess Policies shall be maintained in full force and effect during the currency hereof except for any reduction of the aggregate limits (if any) contained in the said Primary and/or Underlying Excess Policies solely by payment of claims in respect of claims made during the currency hereof.
 8. In the event of any loss arising which appears likely to result in a claim under this Policy immediate notice of same is to be, given to the Insurer.
 9. It is understood and agreed that should the underlying limits become impaired or exhausted for claim(s) , payment(s) and/or loss adjustment expense(s) excluded by this Policy, coverage provided by this Policy will not drop down over the impaired or exhausted underlying limits, however, the Policy will continue to respond for covered claims in excess of the limits stated in the Schedule page as underlying.
 10. This policy is excess policy (1st excess layer), all terms and conditions under this policy shall and would only follows Primary policy on the Schedule. Any words, terms and conditions under this policy causing inconsistency, contradictions, misunderstanding, dispute, misrepresentation and difference with the said Primary policy is invalid.