



Nan Shan
General Insurance

ORIGINAL

Nan Shan General Insurance Solicitors Professional Liability Excess Policy

110.08.25 南山保字第 1100006351 號函備查

Policy No.: 0900-2333017993-01

社團法人台北律師公會

NOTICE

本公司財務及業務等公開資訊，歡迎至本公司網站<http://www.nanshngeneral.com.tw>查閱，或親蒞本公司(台北市中正區忠孝西路一段6號18樓)及各分支機構洽詢。

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。

消費者應詳閱各種銷售文件內容，如要詳細了解其他相關資訊，請洽本公司業務員、服務據點

(免付費電話：0800-020-060) 或網站(網址：<http://www.nanshngeneral.com.tw>)，以保障您的權益。

Nan Shan General Insurance Co., Ltd.

18F, 6 Zhongxiao West Road, Sec.1, Zhongzheng District, Taipei 10041, Taiwan, R.O.C.

免費申訴電話
0800-020-060



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Schedule

Policy Number : 0900-2333017993-01

Item 1. Insured Organisations	社團法人台北律師公會		
Item 2 . Main Address	臺北市中正區羅斯福路一段 7 號 9 樓		
Item 3. Policy of Period	From:	111 年 8 月 10 日	To: 112 年 8 月 10 日
	以要保事務所聯絡地址所在地零時起算。		
Item 4. Total of Underlying Limits of Liability	NT\$3,000,000 (每一被保險人本保險契約之最高賠償金額，包含抗辯費用)		
	NT\$30,000,000 (全體被保險人本保險契約之最高賠償金額，包含抗辯費用)		
Item 5. Limit of Liability	NT\$6,000,000 (每一被保險人本保險契約之最高賠償金額，包含抗辯費用)		
	NT\$30,000,000 (全體被保險人本保險契約之最高賠償金額，包含抗辯費用)		
Item 6. Underlying Policies			
(a) Primary Policy			
Insurer:	新加坡商美國國際產物保險股份有限公司台灣分公司		
Limit:	NT\$3,000,000 (每一被保險人本保險契約之最高賠償金額，包含抗辯費用) NT\$30,000,000 (全體被保險人本保險契約之最高賠償金額，包含抗辯費用)		
Retention:	Refer to primary policy		
Policy Number:	2337000006-000007		
Item 7. Premium	NT\$737,100		
Item 8. Insurer	南山產物保險股份有限公司		
	台北市中正區忠孝西路一段 6 號 18 樓		
Item 9. Claims Notice	南山產物保險股份有限公司		
	台北市中正區忠孝西路一段 6 號 15 樓		
Item 10. Territory and Jurisdiction	中華民國		
Item 11. Terms and conditions	Nan Shan General Insurance Solicitors Professional Liability Excess Policy		

Nan Shan General Insurance Co., Ltd.

Date: August 31, 2022

By:  Authorized Signature

(10/11)



查詢本公司資訊公開說明文件，請上本公司網站，
網址：www.nanshangeneral.com.tw，或至本公司索取。
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Nan Shan General Insurance Solicitors Professional Liability Excess Policy

110.08.25 南山保字第 1100006351 號函備查

Solicitors Professional Liability Excess Policy

IN CONSIDERATION of payment or agreement to pay to the Underwriters the required **Premium**, the Underwriters agree to pay on behalf of the **Insured Organisations** in the manner and to the extent provided herein, Subject Always to the **Limits of Liability**, Conditions and other terms of the Policy.

1. Insuring Clause

Underwriters agree to pay on behalf of the **Insured Organisations** in accordance with the terms, conditions and exclusions (except as regards the **Limit of Liability**, the premium, or as specifically provided for herein) as are contained in or as may be added to the **Primary Insurance Policy**.

PROVIDED THAT,

- 1.1 Underwriters** shall only be liable for **Loss** in excess of the **Underlying Limit of Liability** and any applicable retention, specified in the **Underlying Insurance**, after any of the **Underlying Limit of Liability** has been exhausted by the payment of **Loss**, or the agreement to pay **Loss**, by, or on behalf of, **Underlying Insurers**, the **Insured Organisations** or a **DIC Insurer**, unless otherwise specified in terms and conditions of this policy.
- 1.2** No amendment to the **Primary Insurance Policy** during the **Period of Insurance** shall be effective in extending the scope of this Policy until agreed in writing by **Underwriters**.
- 1.3** This policy will not drop down in the event of the reduction or exhaustion of any sub-limit of liability contained in the **Primary Insurance Policy**. Notwithstanding,
 - 1.3.1 underwriters** will recognise the reduction or exhaustion of the **Underlying Limit of Liability** as a result of the payment of Loss applicable to any sub-limit, and
 - 1.3.2** in the event of exhaustion of the **Underlying Limit of Liability**, coverage will apply to **Loss** being the subject of the sub-limit to the extent that such sub-limit has not been specifically eroded by **Loss**.
- 1.4** In the event that any **Underlying Insurance** recognises erosion of the **Underlying Limit of Liability** as a result of loss payable under another policy or policies issued by such **Underlying Insurer**, **Underwriters** will also recognise such payment as contributing to the erosion of **Underlying Limit of Liability**.
- 1.5** In the event that the **Underlying Limit of Liability** is exhausted as a result of clauses 1.1 to 1.4 above, this policy shall, subject to its **Limit of Liability**, continue to apply for subsequent **Loss** as primary insurance and any retention specified in the **Primary Insurance Policy** shall apply under this Policy.

2. Maintenance of Underlying Insurance



All of the **Underlying Insurance** shall be maintained in full force and effect during the currency of this Policy except for any reduction or exhaustion of the **Underlying Limit of Liability** applicable to such **Underlying Insurance** in accordance with Section 1 above. The **Insured Organisation(s)**' failure to comply with the foregoing shall not invalidate the Policy, but in the event of such circumstances, **Underwriters** shall only be liable to the extent that they would have been liable had the failure to comply not occurred during the **Period of Insurance**.

3. Notification

Where the **Primary Insurance Policy** requires or permits the notification of **Claims** or circumstances, the **Insured Organisation** shall have the same requirement or right to also provide notification under this Policy.

Notification of such **Claims** or circumstance may be made by email or mail to the addresses below:

15/F, No. 6, Sec. 1, Zhongxiao West Road, Zhongzheng District, Taipei 10041, Taiwan, R.O.C.

4. Follow Form

Other than where specifically noted under the Policy, **Underwriters**, and the **Insured Organisations** are subject to the same rights and obligations under this Policy, as the **Primary Insurer**, and the **Insured Organisation** are under the terms, conditions and exclusions of the **Primary Insurance Policy**.

The **Underwriters** may, at their sole decision, elect to participate in the investigation, settlement or defence of any **Claim** against the **Insured Organisations** for matters covered by this Policy even if the **Underlying Insurance** has not been exhausted.

The cost of such participation shall not erode the Limit of Liability.

The **Insured Organisation** must obtain the prior written consent of **Underwriters** to the settlement of any **Claim** made against them, the payment of which could reasonably be expected to result in **Loss** payable under this Policy.

5. Interpretation

Any dispute concerning the interpretation of the terms, conditions and/or limitations contained herein, is understood and agreed by the **Insured Organisations** and **Underwriters** to be subject to the Law of Taiwan, Republic of China. Each party agrees to submit to the exclusive jurisdiction of Taiwan, Republic of China and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

6. Limit of Liability

Underwriters' maximum liability in respect of all **Loss** payable under this Policy is the amount set forth in Item 5 of the Schedule.

7. Bankruptcy or Insolvency of the Insured Organisation

In the event of bankruptcy or insolvency of an **Insured Organisation** or any entity comprising an **Insured Organisation**, **Underwriters** shall not be relieved thereby of the payment of any **Claims** hereunder because of such bankruptcy or insolvency.

8. In this Policy, where the context permits, words denoting the singular shall include the plural and vice versa.

9. The **Insured Organisation** may cancel this policy by providing written notice to **Underwriters** in which case **Underwriters** shall retain the pro rata rate proportion of the



premium. **Underwriters** may only cancel this Policy in accordance with the provisions of the **Primary Insurance Policy**.

DEFINITIONS

Claim means a Claim as defined under the **Primary Insurance Policy**.

DIC Insurer means the Insurer(s) of a “difference-in-conditions” policy written in excess of the **Underlying Insurance**, which by its terms, agrees to drop down and pay **Loss** which is not paid by an **Underlying Insurer**.

Insured Organisations means those entities designated in Item 1 of the Schedule and / or as otherwise defined in the **Underlying Insurance**.

Limit of Liability means the amount designated in Item 5 of the Schedule.

Loss means Damages and Expenses as defined under the **Primary Insurance Policy** and any other amounts payable thereunder.

Period of Insurance means the period designated in Item 3 of the Schedule.

Primary Insurance Policy means the primary insurance policy detailed in Item 6 of the Schedule.

Primary Insurers means those underwriters or insurers designated as the insurer(s) of the **Primary Insurance Policy**.

Underlying Insurance means all those policies as set out in Item 6 of the Schedule, and any policy replacing them.

Underlying Insurer means those Insurers detailed in Item 6 of the Schedule.

Underlying Limit of Liability means the aggregate Limit of Liability of all the policies shown in Item 6 of the Schedule.

Underwriters means those underwriters or insurers who have subscribed their names to this Policy.



Nan Shan General Insurance Solicitors Professional Liability Excess Policy

中文譯本

律師專業責任超額保險

在保險人同意或給付保險費的情況下，本保險公司同意以本保險單約定的承保條件與內容於本保單賠償限額內給付保險金。

1. 承保範圍

本保險公司同意依被保險人基層保險單上保單條款、條件和除外事項負賠償之責(除了賠償金額、保費與另外提供條件)。

保單條件

- 1.1 本保險公司對於任何損失在基層保險單之保險金額或賠付金額已用盡或差異性條件之下應負賠償責任，除非保單上有其他條款與條件。
- 1.2 在保險期間內有關於基層保險單承保內容之修訂或擴大承保範圍需經保險公司同意下修正。
- 1.3 本保險單不會承保在基層保險單之附加賠償範圍保障之保額已部份減少或已用盡的狀況。除下：
 - 1.3.1 本保險公司知悉基層保險單之保險金額已部份減少與用盡由於支付附加承保範圍之損失與賠款和
 - 1.3.2 在基層保險金額已用盡下支付損失之主因為附加承保範圍。
- 1.4 任一基層保險公司與本保險公司之皆知悉之損失之賠付會共同減少基層保險金額。
- 1.5 基層保險單之保險金額於1.1和1.4情況下用盡後之後的損失將會啟動本保險單之保險金額。

2. 維持基層保險單之義務

所有基層保險單之承保內容需再保險期間繼續有效維持，除非基層保險單之保險金額已用盡或部份減少。

被保險人未能有效遵守上述條件本保險單將無效，保險公司僅對於非在保險期間未能維持基層保險單下可負賠償責任。

3. 通知

同基層保單要求，被保險人通報任何已知賠償請求與危險情事。

通報已知賠償請求與危險情事透過email和郵寄地址如下：

【】

4. 同基層保單出單條件

除了本保險單特別約定外，在保險單之條件。條款與除外事項下本保險公司和被保險人同基層保險單與基層保險公司有相同責任與義務。

本公司可自行決定選擇與參與關於賠償請求之調查與和解，無論基層保險金額是否用盡。

上述成本並不會減少保險金額。

被保險人在支付本保險單有關之賠償請求有關之和解金需事先取得本保險公司同意下執行。

5. 爭議處理

關於保單條款、條款與限制之爭議，在被保險人與本公司同意下依中華民國法令送交中華民國管轄法院處理，最後依中華民國法院決議辦理。

6. 賠償金額

本保險公司最高賠償金額於保單面頁第五項。

7. 被保險公司破產或喪失清償能力

本保險公司對於任何被保險公司或被保險公司組成之公司發生破產或喪失清償能力所發生之賠償請求與賠款將不負賠償責任。

8. 本保險單之內容、文字、符號不論單複數皆相同。

9. 被保險人可向本保險公司書面通知取消本保險單，並依短期費率計算短期保費，本保險公司可同基層保單條款相同下取消本保險單。

名詞定義

賠償請求同在基層保單賠償請求之定義。

差異性條件指上層保險公司同意在基層保險單之條件下不支付損失而由上層保單直接支付。

被保險人指在保單面頁第一項之人或定義在基層保險單中。

賠償金額指保單面頁第五項之金額。

損失指定義在基層保險單中的損害與費用及相關支出。

保險期間指定義在保險面頁第三項。

基層保險單指定義中保單面頁第六項。

基層保險單承保公司指保險公司被指定承做基層保險單。

基層保險指在保單面頁第六項之所有承保之保單內容。

基層保險單之保險公司指保險公司在保單面頁第六項。

基層保險單保險金額指所有保單保險期間累計最高賠償金額於保單面頁第六項。

本保險公司指所有保險公司或簽署人於本保單上簽署之人(公司)。